Official organ of the American Newspaper Guild, an affiliate of the American Federation of Labor.

The Guild Reporter

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BARGAINING GAINS REACH NEW PEAK: 4 SIGNED PACTS, 5 HEARST 'POLICIES'

Guild Respects I. T. U. Pickets

Photographer Whose Firing Became Issue in Peoria

North Shore Journal Unit in New York Out Pending Settlement

PROTEST UNHEEDED

The *North Shore Journal* Unit of the New York Guild, comprising the entire staff except the editor and city editor, failed to report for work on Dec. 7 because the members refused longer to cross a picket line of striking members of Typographical Union No. 6. The paper covers the Flushing section of New York City.

The action, which was supported wholeheartedly by the Guild representative assembly, was taken after vain attempts to help settle the typographers' strike, which started on Nov. 24.

Twenty-four hours after the supporting action of the Guild, the publisher went into conference with Blair Leeds, business representative, and Ralph Wright, organizer for "Big Six," the ITU local. During the first two weeks of the Typo strike the publisher declined to meet with the Union.

Union Printer Discharged

The mechanical department comprised 18 men, all union members, but the union had no contract with the publisher. The men struck when one of their number was discharged.

The Guild executive committee immediately conferred with the executive committee of "Big Six." It sought to reach a definite understanding that if the editorial workers refused to walk through the picket line, the Typographical Union would protect them against discrimination in the event of a successful settlement.

Although in accord with this suggestion, the Union felt that such an agreement might embarrass it in its relations with its International. The Guild meanwhile wrote the publisher, T. Harold Forbes, and sought a conference with a view to serving as a mediator in an effort to settle the strike. The publisher refused.

Publisher Gets Protest

A week before the unit took action the Guild wrote a letter to the publisher in protest against "present conditions of employment."

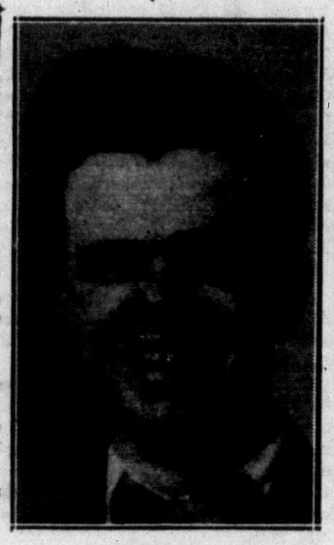
The protest was based on two issues:

"1. That members of the Newspaper Guild of New York are required to walk through a recognized American Federation of Labor picket line to get to work and to turn copy over to strikebreakers employed at

(Continued on page 8)

NEXT DEADLINE ADVANCED

Because the Christmas holiday would delay printing, the next Guild Reporter will go to press on Dec. 24 and the deadline will be Dec. 22 for full stories and Dec. 23 for bulletins. Early copy is urgently requested.



CLIFFORD CLAUS

Peoria Pact Averts Strike

Photographer's Dismissal to Be Arbitrated

PEORIA, Ill.—Averting a strike, the first contract protecting newspapermen's rights in Illinois was signed on Dec. 2 by President Leslie B. Ernst of the Peoria Newspaper Guild and Publisher Carl P. Slane of the Peoria *Journal-Transcript*.

The contract, effective until Dec. 31, 1937, placed into arbitration the question of whether Clifford Claus, a photographer, was discharged for Guild activity. His firing, on Nov. 18, precipated the showdown. It represented, in the unit's opinion, a renewal of the discriminatory dismissals. His reinstatement, if effected, will be as of Dec. 2, which would protect him from any pay loss, as he received two weeks dismissal money when fired.

Full support from a strong local Labor movement, plus the unflinching morale and self-discipline of the 10 Guildsmen who remained in the plant, made possible the successful settlement.

The contract represents chiefly the attainment of recognition and job security and is looked upon as a

(Continued on page 2)

News Agreement Gives 110 Pay Rises; Peoria Rift Ends

Four signed contracts and other important agreements and concessions made the American Newspaper Guild's advance in early December exceed the record-breaking gains of the previous fortnight.

Besides the signing of the New York *Daily News* contract, the outstanding one thus far negotiated by the Guild, drafting of which had just been completed as the previous Reporter went to press, the Peoria Guild signed one with the *Journal-Transcript* closing a dispute amicably; the Boston Guild carried the big gains into New England by obtaining a contract with the Herald-Traveler Corporation covering its two papers in that city; and the New York Guild signed the first contract with a major news service, the Havas Agency.

Meanwhile, five Hearst papers in San Francisco, Oakland, Washington, and New York, were adding to the lists of agreements or bulletin board announcements. San Francisco became the first metropolitan city in the country to have all dailies covered, and across the bay in Oakland still another paper, the fifth in the Northern California Newspaper Guild's area, was added. This paper, and the last in San Francisco, "joined up" early in December. The two Hearst papers in Washington, D. C., the *Herald* and *Times*, both posted statements of improved employment policies following Guild negotiations, and in New York, William Randolph Hearst, Jr., publisher of the New York *American*, told Guild negotiators he was ready to install the same increased scales and other improvements as were recently agreed to on the *Journal*, Hearst afternoon paper.

In Chicago, a Guild unit was organized on the Daily *Times* with an almost complete enrollment of the staff.

San Francisco Now Covered

All Papers Won in City of First Intimidation

SAN FRANCISCO, Cal.—The San Francisco *Call-Bulletin* and the Oakland *Post-Enquirer*, both Hearst papers, lined up in the Northern California Newspaper Guild procession in the last fortnight, posting wage and hour agreements according unqualified recognition.

Both agreements became effective Dec. 7 and gave the NCNG a clean sweep in San Francisco, scene of the first anti-Guild intimidation, with bulletin board agreements with all four of the city's daily newspapers and a total of five of the six metropolitan dailies in San Francisco and Oakland.

Not only do the bulletin board agreements now in effect on the San Francisco *Chronicle*, *News* (Scripps-Howard), *Examiner* (Hearst) and

(Continued on page 2)

'In Spirit of Times,' Says Col. Patterson

When the *Daily News* signed the Guild contract, President J. M. Patterson of the News Syndicate Co., Inc., commented:

"The contract is in accord with the spirit of the times. If I were a reporter myself, as I used to be, I would apply for membership in the Guild."

Capital Paper Ignores Guild

BULLETIN

The Washington Newspaper Guild has met with a refusal on the part of Eugene Meyer, publisher of the *Post*, to negotiate, according to word received just before press time. A meeting of the unit was to be held on Dec. 8. After the notice of the meeting was posted the management called a staff meeting for Dec. 9. The Washington Guild executive committee was to meet that night.

The negotiating committee of the Guild did not succeed in obtaining a conference with Meyer until Dec. 4, although it had submitted a proposed contract to him in August. When the conference was at last held, Meyer was unwilling to discuss the Guild's proposals, according to Robert M. Buck, president of the Washington Guild.

In preparation for a forthcoming meeting of the Guild, Buck had just sent Meyer a resume of the views expressed by the latter to the Guild negotiating committee, requesting him to check the accuracy of it for presentation to the meeting.

N.Y. News Pact Gives 110 Rises

New High Set for Basic Pay; Preferential Shop

The New York Guild and the *Daily News* signed a contract on Dec. 1, according full union recognition and establishing the most comprehensive and highest-ranging schedule of minimum wages for editorial employes established thus far in the United States.

This gives the New York Guild its second contract with a major daily. The *News*, a tabloid, has the largest circulation in the country, reaching 1,650,000 on week days and 3,000,000 on Sundays.

A modified Guild preferential shop, the five-day week and a regularized system of dismissal indemnity are other features of the contract. It runs for eighteen months, expiring coincidentally with the collective contract of Typographical Union No. 6 with the Publishers' Association of New York City.

The text appears on page 4 of this issue.

More than 110 members of the staff of approximately 250 will receive increases of from $5 up. Increases of more than $10 weekly, of which there are many, were met by an immediate jump of $10, with the remainder to be reached on the basis of $5 weekly at six-month periods. The increase for one number will be more than $40 a week.

The management required the insertion of a provision which recognizes the publishers' constitutional "right to speak, write and publish whatever it may deem fit." Tw

(Continued on page 5)

Guildsmen Hit WPA Cuts

Guild members employed on the WPA Federal Theatre and Writers' projects on Dec. 9 joined thousands of other workers on the Five Arts Projects in a four-hour "stoppage" and demonstration to protest dismissals.

The action followed a week of picketing the Federal Theatre and other arts project headquarters. The Guild members, along with other white-collar and professional workers, had voted a week before to strike if the order for a 20 percent cut in WPA personnel was not rescinded.

Morris Watson, ANG vice-president in charge of wire services, was one of the group of Federal Theater project supervisors who refused to recommend persons on The Living Newspaper Unit of the Federal Theater for dismissal. He had been instructed to name 37 of the staff of 132, including actors, clerical workers and writers who were "unessential." With other project supervisors he took the stand that all the workers were essential.

GUILD AGREEMENTS CONTINUE NOTABLE ADVANCE

NCNG WINS 5th PAPER

San Francisco First Major All-Guild City in U. S.

(Continued from page 1)
Call-Bulletin and the Oakland *Post-Enquirer* establish minimum wage scales higher than those previously in effect, but all five agreements identify the NCNG as the collective bargaining representative of the majority of the editorial employes on the various papers.

San Francisco 100%

All five agreements establish the five-day, 40-hour week. The minimums extend up to $50 weekly. All agreements have brought substantial wage increases to Bay area newspapermen and women, as high as $100 a month in individual cases.

It required three years of organization, many months of patient, persisting negotiating, to take advantage of the ANG's struggles and make San Francisco the first city in the United States in which every metropolitan daily accorded recognition to the Guild.

In its first year the NCNG took a beating from the publishers. On most of the six San Francisco and Oakland papers Guild membership was dangerous. Altogether, seven unit and NCNG officers were fired or forced out for Guild activity. The case of Dean Jennings was carried to the National Labor Relations Board in Washington and became famous throughout the country. An intensive publicity campaign was waged against the Oakland *Tribune* in an unsuccessful effort to win reinstatement for three ousted Guildsmen.

The NCNG, young and inexperienced, was unable to win reinstatement for any of its seven Guild martyrs.

Staff Majorities Won

Organization was the answer. The NCNG consolidated its ranks on one newspaper after another. By 1936 the NCNG had a membership of around 300 and a staff majority on five metropolitan newspapers.

Last Summer collective bargaining negotiations were started simultaneously with all five. On Dec. 4, the *Post-Enquirer*, last of the five, posted its agreement, approved by the publisher and the NCNG.

Guild recognition was the paramount goal of the NCNG and it was obtained—from three Hearst papers, one Scripps-Howard and one independent.

In pressing its negotiations and persisting week after week in its demand for recognition, the NCNG had its eyes on Seattle, on Milwaukee, and on every Guild city.

Agreements Identical

The *Call-Bulletin* and *Post-Enquirer* agreement, just approved, are identical, with the single exception that the *Call-Bulletin* statement of terms returns the five-day, 40-hour week, while the *Post-Enquirer* agreement continues it. The editorial staff of the *Post-Enquirer* previously had been on the five-day, 40-hour week, while the *Call-Bulletin* had worked six 8-hour days.

Terms are the same as those put into effect last month by the *News* (GUILD REPORTER, Nov. 15).

Severance pay and other subjects not covered in the agreements are being worked out in additional conferences with the publishers of the *Call-Bulletin* and *Post-Enquirer*. Similar conferences are being held with Clarence Lindner, publisher of the *Examiner*.

Following is the text of the identical pay terms posted by the *Call-Bulletin* and *Post-Enquirer*:

CLASSIFICATION

(a). EXPERIENCED, meaning reporters, rewrites, copyreaders, special (full time) writers, editors, artists, and photographers having 3 or more years of experience.

(b). BEGINNERS, meaning same as above, having less than 3 years of experience.

(c). OFFICE BOYS, performing messenger service or serving otherwise as helpers.

(d). EDITORIAL AND LIBRARY CLERKS, or other such employes otherwise unclassified.

MINIMUMS

(a). More than 3 years and less than 4 years	$35.00
More than 4 years and less than 5 years	40.00
More than 5 years	50.00
(b). Less than 1 year	20.00
More than 1 year and less than 2 years	25.00
More than 2 years and less than 3 years	30.00
(c). $12.00 for first 3 months, $15.00 thereafter. Those in this classification may be assigned to duties as beginners for not more than 6 months at $17.50, after 6 months $20.00	
(d). Less than 1 year	15.00
More than 1 year and less than 2 years	17.50
More than 2 years and less than 3 years	20.00
More than 3 years	25.00

Peoria President



LESLIE B. ERNST

New York Wipes Out Debts

A record income month of November enabled the New York Guild to pay off all outstanding debts and to wipe out its arrears to the International office. Exclusive of initiation and reinstatement fees, it collected $2,300 in dues, of which it paid $1,500 to the International.

Kenneth McArdle, re-write and copy desk man at the Pittsburgh *Press*, has been transferred to the San Francisco *News*, where the *News* unit undoubtedly will welcome a hard-working Guildsman.

2-PAPER PACT IN BOSTON

Contract Gives Short Week and Minimum Wages; $57 Scale for Night Rewrite

BOSTON, Mass.—The Newspaper Guild of Boston signed the first agreement with a New England publisher, the Boston Herald-Traveler Corporation, on Dec. 5. The agreement, which will run for one year, starting on Dec. 21, calls for minimum wages ranging from $15 a week for office boys to $57.50 a week for night rewrite men. Part of the agreement is oral and part is in writing. It covers the corporation's morning and afternoon papers, including the Sunday edition.

The agreement calls for classified minimum wages based on experience. The principal classification is $45 a week for photographers, news writers, feature writers, commercial artists and editorial artists with five years' experience.

The scale on the copy desk will be not less than $52.50 days and $54.00 nights.

This is the first Guild agreement embracing both a morning and evening newspaper and a Sunday newspaper with separate staffs, and it takes in all of the commercial artists used on the *Herald-Traveler's* "photo print process." It was impossible to establish a universal five-day week. The agreement calls for a 40-hour week, which is to be administered "as liberally as possible."

Persons who work on holidays will receive three weeks' vacation with pay; other employes two weeks.

Disability Protection

The agreement calls for full pay for men disabled by injuries for the first five years after the injury occurs, subject to a later arrangement based on individual necessity. Persons in the employ of the paper three or more years will receive dismissal indemnities in the event of discharge of at least six weeks' pay, and sick benefits, in case of illness, of at least six weeks' pay, providing, however, that the management agrees to continue its present liberal sickness and pension policy in addition to these benefits.

All employes working in excess of 40 hours per week, except in the cases of editorial writers, columnists, cartoonists, and a few other classifications, will be compensated with over-time pay or extra time off to be accounted for at quarter-annual intervals.

Persons now receiving salaries in excess of the minimums will continue to receive not less than their present salaries.

The "gentlemen's agreement" provides that in disputes arising out of the dismissal indemnity clause of the agreement, the committee which negotiated the agreement shall represent the employe affected. In order to avoid arbitration, in case the management and committee are unable to agree, the management agreed to accept the burden of proof and to pay the indemnity.

Members of the management's committee were Robert B. Choate, managing editor of the *Herald* and *Traveler*; Harold F. Wheeler, executive editor; and William G. Gavin, news editor of the *Traveler*. Members of the Guild committee were Kenneth I. Taylor, assistant secretary-treasurer of the Massachusetts Federation of Labor; Harry P. Grages, business agent of the Boston Central Labor Union; John Barry, Boston *Globe*; Tom Horgan, Associated Press; Ed Allen, president, Boston Guild; Fred Murkland, *Traveler*; Harland Manchester, Boston *Sunday Herald*; Richard O. Boyer, Boston *Herald*.

Compromises on Both Sides

"The first Guild agreement in New England, while not ideal," Allen said, "was obtained as the result of the apparent willingness of both parties to attempt real collective bargaining with a full realization of the problems of the men and of the newspaper. District men who formerly received $27 a week will now receive $40 a week, placing them on a par with district men of the *Globe* and *Post*."

ment.

"The management was willing to make additional price concessions if the Guild would sign for a three-year period, but we feel that in the long run we shall not be sorry that we chose the shorter period.

"The success of the contract depends to a large degree on the 'gentlemen's agreement,' without which the purpose for which we bargained—a contented staff of high morale—cannot be hoped for; but the committee is satisfied that a new spirit of cooperation was evidenced in the meetings, which augurs well for the success of this agreement."

Among the principal beneficiaries of the agreement are a large number of office boys and women assistants who will be advanced from the old minimum of $10.50 a week to $15. The minimum wage of cub reporters in the districts will be $27 a week, and cub reporters on the staff during the first year of employment will receive $25 a week.

STAR-EAGLE CUTS WEEK

Block Grants Guild 5-Day, 40 Hour Schedule

A forty-hour, five-day week for the Newark *Star-Eagle* was agreed to by Paul Block, publisher, at a meeting with the Newark Guild's negotiations committee in New York City.

Block also agreed to pay increases for part of the staff. The agreement on the shorter week exempted executives. Following a report by the negotiations committee and the unit's observers the unit voted to continue contract negotiations.

Prior to the meeting with Block, on Dec. 1, the *Star-Eagle* staff had been working on a forty-hour week basis. The new schedule became operative a few days later and the raises were in pay envelopes the first pay day after the meeting.

Agnes Fahy, secretary of the Newark Newspaper Guild, was spokesman for the negotiations committee. Serving with her were Victor Pasche, national treasurer, and Douglas McKay, of the Newark *Sunday Call*. Unit observers were Arthur Force, Nathan Goldberg and George Lewin.

N.Y. American Agrees To Guild's Proposals

William R. Hearst, Jr., publisher of the New York *American*, at a second conference with New York Guild representatives on Dec. 9, agreed to put into effect before the end of the year all of a group of Guild proposals except the preferential shop. He declined to enter into a contract with the Guild.

The New York Guild's demands on the *American* were similar to those recently granted by the *Journal*, the Hearst afternoon paper.

Severance notice runs up to six months after nine years of service.

Final adjustments were made on the *Journal* agreement and the new wage minimums are expected to go into effect the week of Dec. 15, according to the city editor. In the case of both Hearst papers, the agreement will assume the form of a unilateral office policy. The units will take no formal action on the concessions, the *Journal* unit having already instructed the Guild Executive Committee to continue its efforts to obtain a contract.

PEORIA SECURITY CONTRACT AVERTS STRIKE

(Continued from page 1)
basis for further organization in the state's second largest city.

Dismissal Scale Set

It sets up a dismissal indemnity scale, and the standard form of Guild grievance committee and continuing pledge of no discrimination against Guild membership. Dismissal indemnities can be withheld only for "willful breach of duty or gross misconduct." Arbitration is compulsory in the event of a dispute over dismissals. The dismissal indemnity scale follows:

More than six months and less than one year on paper, one week's salary; more than one year and less than five years, two week's salary; more than five years and less than 10, four weeks' salary; more than ten years, eight weeks' salary.

Below dismissal standards achieved in many places by the Guild, the scale established a principle and represents a tangible monetary and security advance over previous conditions in Peoria.

Strike Postponed

The contract, applying only to Guild members, is dependent upon the Guild for adjustment and enforcement in disputed cases.

After the unit had voted unanimously, Nov. 23, authorizing a strike call any time after midnight, Nov. 29, if a satisfactory settlement was not reached, the strike was twice held up. Owing to Thanksgiving holidays, the Guild gave Publisher Slane an extra 24 hours to consider. Then, upon the offer of Martin Durkin, Illinois state director of labor, to act as conciliator, the date for resumption of negotiations was set for Dec. 2.

The final conference lasted from 10 a.m. to 6 p.m. Speaking for the Guild were International Vice-President Julius Klyman, of St. Louis, and AF of L Organizer Don Stevens. With them were John Wald, local motion picture operators' business agent, and Jack Kinsella, building trades' business agent, both representing President Veedor Storry of the Peoria Trades and Labor Assembly.

With the publisher were his attorney, Dale Morgan; his managing editor, Eugene Soules, and Robert Virtue, a member of the *Journal-Transcript* board of directors. President Leslie B. Ernst, a *Journal* reporter, and Max Bosler, feature editor, sat in as observers in the closing stages of the negotiations. Klyman was in Peoria twice during the crisis and Stevens spent most of two weeks' time on it.

In a further effort at clearing the atmosphere, Slane and Stevens, with the agreement of Irvin Kreisman, Guild secretary-treasurer, on Dec. 3 reached a supplementary settlement of "the Kreisman case."

Kreisman, one of three Guildsmen whose discharges precipitated last Summer's struggle, was reinstated at that time, agreeing to try out as a circulation solicitor. By Dec. 22 he would have been on the job 90 days. This was considered a "reasonable period" during which Kreisman was to try out at his former reporter salary of $22 a week. Kreisman did not like the work and only remained as an evidence of the Guild's September settlement.

Under the new settlement the paper paid Kreisman $73.32, representing full salary to Dec. 22, and gave him a letter of recommendation, and Kreisman thereupon resigned, his resignation taking effect immediately, on Dec. 3.

Concerning the contract, Organizer Stevens said: "It contains what we considered 'necessary, or else!'—in other words, security and protection of members' rights. We surrendered on other points because, among other reasons, if we had walked out it would have been a minority strike.

"Peoria labor strength being what it is, majority organization of the *Journal-Transcript* and *Star* could effect, at any time, anything within reason in creating a new life for Peoria newspapermen. The future is up to the Guild.

"I foresee no trouble in enforcement of the present contract. Both Julius Klyman and I believe Mr. Slane is sincerely satisfied with the present arrangements."

Stevens said certain misunderstandings between other printing craft unions and the Guild that marred the relations last Summer have been cleared up, as was evidenced by their solid support in the latest struggle. He expressed the belief that the new good understanding and respect for each other's rights would prove permanent.

5-DAY WEEK RESURGENT

Guild's First Major Boon Now Pegged In Many Cities

HAS RAPID RECOVERY

The Guild's sustained drive for the five-day week for editorial employes is now bringing a swift resurgence of this boon, which was the first major accomplishment of the American Newspaper Guild and which a year ago was seriously threatened.

A concerted publisher attack was apparently being made on it at that time, starting shortly after the end of the NRA, through which the ANG obtained it.

In San Francisco, Chicago, Milwaukee, in three Ohio cities, and in several on the East Coast, it was dropped in all or most newspaper offices. So widespread did this attack become that the National Executive Board issued a statement to the membership urging them to hold on to the five-day week and, where it had been taken away, to strive for its return.

The abandonment of the five-day week on the Associated Press in New York City led to the ANG bargaining attempt that resulted in Morris Watson's discharge. Also, the abandonment on the Wisconsin *News* in Milwaukee stirred immediate interest in bargaining, and the strike that eventuated, together with the Seattle strike, is considered one of the largest factors in bringing the present bargaining successes. The return of the five-day week or guarantees of its continuance are features of almost all of these successes.

The Wisconsin *News* strike had the effect of establishing the shorter week for editorial employes on all three capitalist papers in Milwaukee.

In Seattle the strike has insured it for members of the *Post-Intelligencer* staff, starting March 1.

In San Francisco the only paper to retain it a year ago was the Scripps-Howard *News*. Today it has been restored on the other three dailies and guaranteed on another in Oakland, across the Bay.

In New York almost all papers have retained it. In cases where doubts appeared as to its permanence, or where it started to slip, Guild negotiators have obtained assurances. The International News Service (Hearst) recently reintroduced it, carrying out a promise made to the Guild a year ago.

Stories about the contract just signed with the Havas Agency in New York, and about the recent bargaining in Washington, D. C., and Newark, N. J., report its initial attainment or return.

Other papers to obtain it recently are the Albany *Times-Union* and the Chicago *Times*. The Guild persuaded the Cincinnati *Post* to put it into effect some months ago.

It is being made a major aim in negotiations now in progress in numerous other cities.

Anniversary View Of the Guild

Here is a "still" picture of the ANG as it reaches its third anniversary, on Dec. 15. For action picture, see the rest of the paper.

The two tables show the papers with which Guilds have negotiated contracts or agreements and those which have undertaken in bulletin board announcements to put into effect salary, dismissal and security policies requested by the Guilds. All these agreements or undertakings are now in effect or pledged.

The picture gives necessarily an incomplete view of the Guild's actual accomplishments, since a large number of other papers have either made less formal concessions or instituted improvements to prevent Guild organization.

Membership	5,577
No. of Guilds	62
No. of Units	274

City.	Paper.	Nature.
Akron	Beacon-Journal	Verbal
Boston	Herald	Contract
	Traveler	Contract
Cleveland	News	Contract
	Press	Signed "accord"
Madison	State Journal	Contract
	Capital Times	Contract
Milwaukee	Wisconsin News	Agreement signed on Guild's behalf by labor officials
New York	Amsterdam News	Contract
	Daily News	Contract
	Post	Contract
	Havas News Agency	Contract
Oakland	Post-Enquirer	Agreement
Peoria	Journal-Transcript	Contract
Philadelphia	Labor Publications	Contract
	Record	Contract
Reading	Labor Advocate	Contract
	Times	Contract
San Francisco	Call-Bulletin	Agreement
	Chronicle	Agreement
	Examiner	Agreement
	News	Agreement
Seattle	Post-Intelligencer	Signed Agreement
Washington	News	Verbal

BULLETIN BOARD ANNOUNCEMENTS

Minneapolis	Journal
	Evening and Morning Tribune
New York	Brooklyn Eagle
	Evening Journal
	World-Telegram
Washington	Herald
	Times

BUILDING— Amazing Advances in These Three Years.

By JONATHAN EDDY

IN THE three years since somebody in a crowded, smoke-filled room at the National Press Club said, "I move we call ourselves the American Newspaper Guild," certain changes have taken place in the journalistic life of the United States. Some have come abruptly and some so gradually that one would be hard put to say just when or how they occurred.

To me the most important change was the five-day week. I recall how bold and brash I felt as one of the little group of hop-heads—for were not all Guild officers at that time regarded by their fellows as at least slightly balmy?—holding a cup of tea in one hand and gesticulating with the other in their efforts to convince President Roosevelt that he would be doing a smart thing for his NRA if he would tell the publishers to stop working their editorial men such long hours.

* * *

TALKING to a President of the United States or anyone else in the course of an interview was one thing. But absenting oneself from routine, going to the White House to persuade someone to say a stern thing or two to your boss—that was another, and I for one felt like a schoolboy who had played hookey in order to go out and raise hell with the gang.

The leader of our gang had picked up, of all things, a religious tract. In it he wrote irreverently, "In F. D. R. we trust for the five-day, forty-hour week," and left it with the President. Faith moveth mountains and thus Heywood moved the President to publicly request the publishers to install the five-day, forty-hour week.

We had hoped he would order them to do this but the official request proved sufficient to move a few of them. The paper on which I was employed was not among those to respond with alacrity to this request. Indeed, the New York Newspaper Guild had to adopt a crescendo of appeals and resolutions before the *Times* came to the conclusion that the impossible was, after all, possible. I think we were all a little amazed by this evidence that Guild activity actually brought about material improvements. Two weeks after the *Times* and the *Herald Tribune*, the last big hold-outs in the city, announced the five-day week, I resigned to take a job as a full time trade union functionary, and so am still looking forward to the five-day week.

* * *

IN CONVINCING the President that the publishers were kidding him when they maintained the five-day week to be utterly impossible, we cited the New York *Daily News* as conclusive proof that such was not the case. If we had not had that example to cite perhaps we should not have obtained the moral advantage of the President's request. And today newspapermen, employers and working folk alike, can again point to the *Daily News* as a shining light. The contract which it has just signed with the Guild, with its evidence of far-sightedness and square dealing, is something in which any journalist must take real pride and satisfaction.

Nor has it anything to do with this statement that the *News*—then known as the New York *Illustrated Daily News*, and a freak of high degree—was the first newspaper to which I was permitted to contribute my worthy services as a reporter.

It is not alone the five-day week, the establishment of minima which actually provide a protection for all newspapermen against difficult living, the inauguration of dismissal indemnities which are removing from our lives the spectre of insecurity, that have wrought changes in three brief years, but the growth in city rooms throughout the land of a new sense of confidence, self-respect and responsibility.

Votes of the IEB

The IEB has granted a charter to the Sacramento Valley Guild. The following voted in favor: Mickelsen, Homan, Ballantine, Klyman, and Ashcraft. No votes received against.

Clyde Beals, *Guild Reporter* editor, has been authorized to sit with representatives of other organizations in discussions regarding the formation of a council of professional organizations. The following voted in favor: Mickelsen, Homan, Ballantine, Klyman. Against: Ashcraft.

GUILD SIGNS WITH HAVAS

Agreement Is First With Major Wire Service

PREFERENTIAL SHOP,

The Guild won its first wire service agreement on Dec. 9, when a six months' interim contract was signed by the New York Guild with the Havas News Agency, providing for the five-day, 40-hour week, the Guild preferential shop, severance notice and minimum wages. Havas is the world-wide French agency, which is now developing an American service.

The agreement declared that negotiations for a more detailed contract shall commence thirty days before expiration.

Since its inception three years ago, the Havas staff in New York had worked a six-day, 42-hour week.

During negotiations, difficulties arose over the minimum wage provision suggested by the Guild. A flat rejection by the staff of the management's counter-proposal precipitated the discharge of one of the Guild members. The management, however, after strong Guild representations, agreed to reinstate the man without prejudice, and negotiations proceeded until an agreement was reached.

In addition to winning the five-day week, five of the eleven men obtained salary increases under the minimums, which are admittedly of a temporary nature. They range from $50 to $60 a week.

The preferential shop obliges new employes to join the Guild 90 days after employment, and requires them to remain in good standing in order to be retained. Severance notice is similar to that in the *Daily News* contract, and the overtime provision establishes time and a half in cash.

The contract was approved by the unit and the representative assembly on Dec. 7.

Henry Barde, general manager for North America and Louis Huot, executive editor, negotiated for the management. Milton Kaufman and Herman Dinsmore, New York *Times*, represented the Guild.

JACK ROBIN of the Pittsburgh *Post Gazette*, has resigned his position at the *Post Gazette*. Robin is the new secretary to Pittsburgh's Mayor Scully. One of the most active of Pittsburgh Guilders, Robin will be sorely missed by the chapter.

BROUN LOOKS OVER THOSE THREE SHORT YEARS

Heywood Broun offered up the "Newspaper Guild Thanksgiving" in his article in The Nation. It is reprinted by permission.

By HEYWOOD BROUN

It is quite true that the American Newspaper Guild was not a major issue in the last political campaign. Perhaps it was not even a minor issue, and yet the result has had very favorable consequences for the union of working newspaper men and women. I hasten to add that none of these advantages would have accrued but for the increasing efficiency of Guild organization.

Within the Guild and outside, it is frequently said that many mistakes were made in the early days of the union. That is undoubtedly true, but fortunately none of them seems to have been fatal. On at least half a dozen occasions *Editor & Publisher* asserted that some policy or other was the death warrant of the Guild. And yet it would be hard for anyone to deny that at the present moment the Guild is better off than ever before in its history.

The first and all-important reason for progress has been and still is economic necessity. Nobody could possibly have induced reporters to depart from an ancient tradition and join a union if it had not been for the harsh conditions in the craft. I am not saying that every single man or woman in a city room was put upon or exploited. There were good bosses and bad bosses. Some bosses are always better than others. There was a good deal of romantic benevolence. Certain specialists were paid salaries out of all proportion to their work. These were few in number and I know them all. With one in particular I am intimately acquainted.

A familiar form of attack against the Guild was the assertion that it was a one-man movement. Indeed, the enemies of the Guild did not even dignify it as a "movement." It was rather the whim or the hobby of some fat exhibitionist who loved to get arrested in order to see his name in the paper. Nothing could be farther from the true facts. In the beginning—and now and eternally I hope—the Guild was a mass movement. It began with a little group in Cleveland and spread to New York. For a time its growth was almost wholly spontaneous. No one among the early settlers had any experience in leadership or very much capacity for it. Still less was the baby union equipped with men skilled in the handling of that hard and grinding detail which is necessary for organization.

But the members educated one another. The American Newspaper Guild became a sort of combination of Quaker meeting and labor college. We sat around and spoke, each one as the spirit moved him or her. Fortunately the women were not segregated. The spirit which moved discussion was the spirit of the times in which we lived. Frequently it was said that reporters could never succeed in unionization because their training and their calling were of such a highly individual nature. But in the long run newspaper experience helped.

Even among Guild members the charge has been made that the budding union tried to cover too much territory. I hope the day never comes when it covers too little. A case in point was a resolution for the freeing of Tom Mooney which was passed at the first regular Convention in St. Paul. This was an easy handle for enemies to seize upon. It was said that the Guild had gone mad and was attempting to dictate editorial policies to the publishers. To be sure the publishers were peculiarly thin-skinned when reporters first began to organize. I still hear that the Guild made a tragic error when the then president of the New York chapter addressed a group of editors in Washington and began, "To whom it may concern." I trust that by now the publishers of America know it does concern them.

As one of the early leaders of the Guild I saw my job to be that of a kind of ballyhoo man and advance agent. We are now advertised by our loving enemies, and the most important part of the Guild's development has come within the last year. I refer of course to the work of organization, and here I should like to put on the record the name of a man familiar to all Guildsmen but less known to outsiders. Jonathan Eddy is the person who has borne the great brunt of giving form and substance to the early aspirations of the union. And there should be mention at this moment of Morgan Hull, who sat up with the Seattle strike and brought it to a successful conclusion. As an incurable romantic I must mention one man whose name I have forgotten. In those days we had a sentimental notion that a single person was sufficient to start a chapter. We had not developed far enough to avoid the making of martyrs. My assignment was to talk to a group of 55 men on the New York *Sun*. I began with insufficient background. It was my impression that they had come over to join. It developed that they had merely assembled to tell me that their boss was the finest man in the world and they wanted nothing to do with any union. Exasperated, I pointed an accusing finger at a man I knew and said, "Frankie, you're telling me that your working conditions are so perfect that there is nothing you desire. Is that so?"

"Yes," he said.

"Well then, your attitude is that your own working conditions are wholly satisfactory and that you don't want so much as to lift a little finger to help any newspaper man or woman who is not so happily situated?"

He hesitated a little longer, then answered, "Yes."

"In that case," I told them, "there's no point in going on with this discussion. The meeting is adjourned."

Up shot the thin arm of the reporter I can't remember. "How many people do you need to start a Guild on a paper?" he asked.

"One," I said.

"All right, you've got a Guild."

It turned out that he was correct.

CONTRACT BETWEEN DAILY NEWS AND GUILD

The agreement between the New York Daily News and the Guild follows:

THIS AGREEMENT is entered into at New York, New York, December 1, 1936, by and between the NEWS SYNDICATE COMPANY, INC., a corporation, hereinafter referred to as the PUBLISHER, and the NEWSPAPER GUILD OF NEW YORK, a local of the American Newspaper Guild, hereinafter referred to as the GUILD, acting for and on behalf of itself and of those of its members who now are or hereafter may be employes of the PUBLISHER.

1. **GUILD PREFERENTIAL SHOP.** Whenever a vacancy occurs the Publisher may select an employe of his own choice, but such employe shall become a member of the Guild no later than six (6) months after employment. The Publisher agrees to inform the Guild, where practicable, of any staff vacancies. The Guild agrees to admit to membership and retain in good standing any employe who complies with the constitution and by-laws of the Guild, provided he shall not previously have been expelled or suspended from any unit of the American Newspaper Guild. Provided further, the managing editor, assistant managing editor, city editor, the news editor, chief editorial writer, the Sunday editor, the telegraph editor, the night city editor, the head of the copy desk and confidential secretaries thereto, need not be members of the Guild.

During a probationary period covering the first six (6) months of employment, employes hired subsequent to the signing of this contract shall not have the right of appeal to the Grievance Committee established herein.

The Publisher agrees that it shall not retain, without the written consent of the Guild, employes who are now members of the Guild, or who may become members, unless they maintain themselves in good standing as members of the Guild.

To facilitate the collection of dues and assessments the Publisher agrees that the Guild may use a desk in an easily accessible part of the editorial department on the second pay day of each month for such collection.

The Five-Day Week A Feature

2. **FIVE-DAY WEEK.** The five-day week for editorial employes, as at present existing on *The News*, shall continue.

(The standard work-week in practice is 35 hours.)

3. **OVERTIME.** (a) The Publisher shall grant employes equal time off for overtime. Overtime shall accumulate if an employe, in any one day, works two hours or more in excess of his normal day, such overtime to start with the second hour of extra work. Time off for accumulated overtime shall be granted as soon as possible after the accumulation of the overtime. Provided, however, that if the employe and the Publisher so prefer, a reasonable length of time may be added to the annual vacation. If at the end of service, accumulated overtime has not been taken, the employe shall be recompensed in cash.

(The first hour of overtime in any one day, unrecompensed, represents a pool within a 40-hour week.)

(b) In carrying out the provisions of this paragraph it is agreed that each employe who is required to work overtime shall obtain from the Publisher or its representative who is responsible for the assignment, a voucher showing the date and the number of hours due him, a copy of which he shall file with the Editorial Auditor within three (3) days after the overtime is worked. Failure of the employe to follow this procedure shall constitute a waiver of any claim for overtime on such assignment.

(c) In the case of any assignment calling for work which requires the employe to be away from home for one or more nights, said employe shall accumulate overtime as follows: Work done on a regular day off shall be compensated for by a day off at a later date as provided above. Other out-of-town assignment work shall be compensated for at the rate of one additional day off for each five regular working days spent by an employe on an out-of-town assignment. Days spent on an out-of-town assignment may be accumulated and may be added to overtime accumulated on regular work. Time off for accumulated overtime or accumulated days off shall be granted in the manner provided in 3a. This paragraph shall not apply to those whose routine work may require them to be habitually away from the city, except by mutual arrangement.

Minimum Wages Scheduled

4. The following schedule of minimum wages shall be in effect during the term of this agreement:

(a) Reporters—Inexperienced, $25 minimum. After 1 year's experience, $35 minimum. After 2 years' experience, $45 minimum. After 3 years' experience, $50 minimum.

(b) Rewrite (including reporters used interchangeably as rewrite men), copy readers, makeup, caption writers, $70 minimum.

Brooklyn Rewrite, $65 minimum.

(c) Assistants to department heads and assistants to feature writers shall be classified as reporters (class a).

(d) Studio—1, Studio apprentices, 1st year, $25 minimum. During 2nd year, $30 minimum. During 3rd year, $32.50 minimum. After 3 years, $35 minimum.

2. Printers (Photographic)—Beginning, $40 minimum. After 1 year's experience, $45 minimum. After 2 years' experience, $50 minimum. After 4 years' experience, $60 minimum.

3. Photographers — Beginning, $40 minimum. After 1 year's experience, $50 minimum. After 3 years' experience, $65 minimum.

(e) Copy boys — First year, $15 minimum. During 2nd year, $17.50 minimum. After 2 years, $20 minimum.

(f) Art Department — Beginning, $30 minimum. After 1 year's experience, $40 minimum. After 2 years' experience, $50 minimum. After 3 years' experience, $60 minimum.

(g) Editorial Promotion (Those who edit copy)—To start, $25 minimum. After 3 years, $35 minimum.

(h) Library—Beginning, $25 minimum. After 1 year's experience, $30 minimum. After 3 years' experience, $35 minimum.

(i) City Desk Telephone Assistants—To start, $25 minimum. After 1 year, $35 minimum. After 3 years, $50 minimum.

(j) Clerks and Typists—Beginning, $21 minimum. After 1 year, $22.50 minimum. After 2 years, $25 minimum. After 3 years, $30 minimum.

It is clearly understood by the Publisher and the Guild that the attached schedule of minimum wages is not to be regarded as a wage scale intended to fix the weekly salary of every employe. On the contrary, it is understood by the Publisher that this schedule represents merely the minimum standards of compensation in the various classifications below which the Publisher shall not go.

Any copy boy employed after the signing of this agreement need not be retained by the Publisher, if after three (3) years he has failed to qualify, in the Publisher's judgment, for other employment.

5. The parties to this agreement recognize that the Publisher has a constitutional right to speak, write and publish whatever it may deem fit. This right, it is agreed, includes the right of the Publisher to espouse or support, exclusively or partially, one or more sides or one or more views on any matter for discussion or any subject of controversy, political, sociological, scientific, religious, or of any other nature whatsoever.

Right to Side Activities Recognized

6. **OUTSIDE WORK.** Employes of the Publisher shall be free to write articles for non-competitive publications, to prepare material for radio broadcasting or to engage in radio broadcasting, provided such activities take place on their own time.

Without permission in writing from the Publisher, no employe shall use the name of the *Daily News* or *Sunday News*, or his connection with the Publisher, or any featured title or other *News* material to exploit in any way his outside work.

7. **SYNDICATE RIGHTS.** Staff writers and artists whose work published in the *Daily News* is sold to other papers by the Chicago Tribune-New York News Syndicate, Inc., shall be recompensed therefor as they and the Syndicate may agree, provided that such payment shall be in addition to their weekly wages.

8. **EQUIPMENT AND EXPENSES.** An account of all actual and necessary expenses incurred by employes during the course of their assigned duties shall be submitted in writing to the Publisher or its representative. If approved by the Publisher or its representative, such expenses shall be paid by the Publisher. Necessary working equipment shall be supplied to employes and paid for by the Publisher, except that necessary equipment or supplies purchased by an individual employe without proper authorization may be submitted as an expense item, subject to approval by Publisher, as stated above.

Dismissal Pay Goes To Three Months

9. **DISMISSAL INDEMNITY.** The Publisher agrees that no employe shall be dismissed or discharged unless said employe be given written notice thereof and unless said employe be paid a sum of money determined on the following basis:

If discharged during the first six months of employment, no notice or payment other than wages due at time of dismissal. Six (6) months and less than one (1) year, two (2) weeks' wages. One (1) year and less than two (2) years, three (3) weeks' wages. Two (2) years and less than three (3) years, four (4) weeks' wages. Three (3) years and less than four (4) years, six (6) weeks' wages. Four (4) years and less than five (5) years, eight (8) weeks' wages. Five (5) years and less than six (6) years, nine (9) weeks' wages. Six (6) years and less than seven (7) years, ten (10) weeks' wages. Seven (7) years and less than eight (8) years, eleven (11) weeks' wages. Eight (8) years and less than nine (9) years, twelve (12) weeks' wages. Nine (9) years or more, three (3) months' wages.

It is provided that the word "employment" as used in this section includes total continuous employment as recognized in the employment records of *The News*.

In computing the amount of money to be paid a discharged employe under this provision, there shall be used as a basis the average regular weekly wages received during the twenty-six (26) weeks prior to the date of discharge.

These provisions shall not apply to employes discharged for gross neglect of duty or gross insubordination.

Plan for Arbitrating Grievances

10. **GRIEVANCE PROCEDURE.** The following procedure shall be followed in adjusting disputes arising out of this contract.

If any controversy arises as to interpretation or enforcement of this contract, the conditions prevailing prior to the dispute shall be maintained until the controversy has been disposed of as provided herein.

(a) **Shop Adjustment Committee.** A shop adjustment committee shall hereby be established for the purpose of calling to the attention of the Publisher or its representative any grievance which the employes may have arising under this contract, for the purpose of discussing same to the end that it may possibly be amicably adjusted.

The shop adjustment committee shall be composed of three (3) Guild members elected by the Unit and shall submit the subject of all grievances to the Publisher or its representative.

If no adjustment satisfactory to the aggrieved party is reached within five (5) days after the submission of the dispute, the unadjusted dispute shall be referred to the grievance committee.

(b) **Grievance Committee.** A grievance committee shall be maintained consisting of two (2) representatives of the Publisher and two (2) representatives of the employes and in case of a vacancy, refusal or failure of a representative to act, another shall be designated immediately in his place.

To this committee shall be referred all disputes which have failed of adjustment by the shop adjustment committee. The decisions of this committee shall be final and of binding effect on both parties.

All disputes submitted to the grievance committee shall be in writing and shall clearly set forth the matters in question. An issue is raised when notice is given in accordance with this section.

Within ninety (90) days after signing this contract the grievance committee shall agree upon a panel of three (3) disinterested persons, to serve as arbiters when called upon in accordance with provisions of the following paragraph. Provided, that if the panel of three (3) has not been completed within the limit provided, then the panel shall be completed by the Senior Federal Judge of the Southern District of New York, who shall select men from New York City.

The grievance committee shall meet within five (5) days after a question or differences shall have been referred to it by the authorized representative of either party to this contract. If within ten (10) days from the submission of such question or difference the grievance committee is unable to render a decision by a majority vote, the members of such grievance committee shall constitute themselves a local arbitration board by choosing within twenty-four (24) hours a fifth (5th) member by lot from the panel provided for in the preceding paragraph, such fifth member to be chairman of the board. The determination by the majority of the arbitration board shall be reached within ten (10) days thereafter and shall be in accord with as well as pursuant to the terms of this agreement, and any such determination shall be final and binding upon both parties hereto.

Contract in Effect Until June 30, 1938

11. **OFFICE RULES.** The Publisher may prescribe such rules, not in conflict with the provisions of this agreement, affecting the conduct and work of its editorial employes as the Publisher may deem necessary or desirable in the regulation and operation of its business. Such rules shall be conspicuously posted in the editorial department.

The Publisher or its representative shall have the right to hire employes and may discharge employes subject to review by the grievance procedure established in this contract.

12. **RENEWAL.** Negotiations for the renewal, modification or extension of this agreement may be instituted by either party sixty (60) days prior to its expiration. Status Quo conditions shall continue during these negotiations.

13. **DURATION OF CONTRACT.** After signing, this agreement shall be in effect until June 30, 1938, and its provisions may be altered or amended prior to that date only by mutual consent of the Publisher and the Guild.

AMENDMENTS

News Syndicate Co., Inc., and Newspaper Guild of New York, referred to as Publisher and Guild, in an agreement dated December 1, 1936, hereby mutually agree to the following amendments:

1. Any employe covered by this agreement whose increase under the scale of minimum wages will amount to more than $10 per week shall receive an increase of $10 per week at the time the contract is signed. Any additional amount of increase to which he may be entitled will be added to his weekly wage at the rate of $5 per week at the end of each six months period until the minimum is reached.

2. Caption writers employed subsequent to the execution of this agreement shall be subject to a probationary period of one year, in place of the six months probationary period provided for other new employes.

3. Caption writers covered by this agreement in the employ of the Publisher for less than one year, as of Dec. 1, 1936, shall be subject to a probationary period of one year from the date of signing of this contract.

NEWS SYNDICATE CO., INC.
J. W. Barnhart, (OK, M.A.)
Sec'y.

NEWSPAPER GUILD OF NEW YORK,
Carl Randau
Milton Kaufman
Monroe Stern

Witnessed by News Unit Observers:
Inez Calloway Robb
Harold M. Olson
Alan Hathway

The following letter was sent to the Guild by the News to assure continuance of conditions which the management declined to include in the contract:

The provisions for sickness benefits as set forth in The News Employees' Benefit Plans, and annual vacations as have been allowed in the past, shall continue in effect during the term of the agreement signed today between News Syndicate Co., Inc., and Newspaper Guild of New York.

Very truly yours,
NEWS SYNDICATE CO., INC.,
(Signed) J. W. Barnhart.

Crafts Draw Closer Together in Seattle

SEATTLE.—The Seattle Newspaper Guild at its first regular meeting after the termination of the strike against the *Post-Intelligencer* unanimously authorized the secretary to write letters of appreciation to the six printing trades unions affected by the strike and to urge these unions to recommend to their members the formation of delegated shop committees in each of the city's newspapers.

The purpose of the committees, which would be delegated from each craft represented on the payroll of each publisher, would be for the mutual discussion of grievances, and cooperation in organizational activity.

Such action had been previously proposed by a representative of the Seattle Typographical Union at a joint session of the executive boards of the six unions and received very favorable comment although no formal action was taken at that time.

Although the Guild found itself without ready cash and approximately $2,500 in debt through strike expenses, the membership unanimously voted a one percent wage assessment in order to guarantee a minimum weekly contribution of $10 to the striking Maritime Federation of the Pacific for the duration of the strike.

The members of these unions were most active of all unions on the Guild picket lines and, until their own strike began, furnished more financial assistance than any other group of Seattle unions.

Pending a thorough accounting of strike expenses, the union voted to continue the 5% salary assessment which had been levied during the strike, in addition to the maritime assessment.

By unanimous vote the Guild requested the International Executive Board to declare Frank "Slim" Lynch and Everhardt Armstrong, the martyrs of the Seattle organization, eligible for life membership under Section 4C of Article I of the ANG Constitution.

Guild Speeds Check To Seattle ITU Men

The first of the left-over Seattle strike debts to be paid out of the International Defense Fund was one of $320 owing to members of Typographical Union 202, who worked on the *Guild Daily*.

The rotation of jobs on the paper during the strike was the only means that kept many of them from extreme need, since their International extended no benefits. In the face of their hardships their many evidences of good will toward the Guild and devotion to the progress of trade unionism were among the high lights of the strike.

N. Y. NEWS PACT MARKS NEW 'HIGH'

Contract Gives Rises to More Than 110

ADJUSTMENT PLAN

(Continued from page 1)

management is also guaranteed the right to espouse "one or more sides or one or more views" on any matter.

Liberal Policies Continued

Also, at the insistence of the management, vacations and sick leave are not made contractual conditions, but the management posted a notice establishing the continuance of the paper's present practice in this regard to run simultaneously with the life of the contract. A copy of the announcement was furnished the Guild. The management held that the inclusion of these provisions would encourage other unions having contracts with the management to press for similar concessions, which the management is unwilling to grant. The management's policy on vacations is the standard two weeks' period. On sick leave the *Daily News* policy is generous.

The contractual provision covering the five-day week, "as at present existing on the *News*," establishes in effect the 35-hour week for the editorial department. This explains the contract provision on overtime which states that overtime will start "with the second hour of extra work." There is thus a pool of overtime allowance to the publisher within a 40-hour week.

Newcomers Must Join

Instead of the check-off, the management agrees that members of the Guild must maintain themselves in good standing in order to be retained. The Guild is also provided with a desk in the city room to facilitate the collection of dues and assessments.

The minimum for three-year reporters is $50, for re-write men, copy readers, make-up and caption writers $70—the Guild's top minimum thus far; and for photographers, $65. Other minimums are $20 for two-year copy boys, $60 for artists after three years, $35 for librarians, $50 for city desk telephone assistants after three years and $30 for clerks and typists in the editorial department.

Three-Months' Dismissal Pay

Dismissal indemnity ranges up to three months' wages for nine years' service.

The contract was approved by the *Daily News* unit on Nov. 30, and was ratified by the Representative Assembly on Dec. 7. The instrument was signed by the three Guild negotiators, Carl Randau, Guild president, Milton Kaufman, executive secretary, and Monroe Stern, New York *American*, and for the management by John W. Barnhardt, business manager, and Max Annenberg, circulation director. It was witnessed by the unit observers, Alan Hathway, unit chairman; Inez Calloway and Harold M. Olson.

The Dec. 1 contract was the climax of an effort dating back to June 10. On that date the Guild first addressed the management with a request for a conference, but until Sept. 11, its requests were unanswered. On this date, a petition signed by more than 170 members of the staff was forwarded to J. M. Patterson, publisher. A conference with Harvey Deuell, managing editor, was immediately arranged.

Negotiations were later speeded up after Annenberg joined the committee for the management, certain difficulties in reaching an agreement on minimum wages having been overcome. F. M. Flynn, assistant business manager, was also an active negotiator for the management.

When Daily News Signed

Executives and Guildsmen at a Milestone



Front row, left to right: John W. Barnhart, Business Manager; Carl Randau, President, New York Guild; Milton Kaufman, Executive Secretary, New York Guild; back row: Max Annenberg, Circulation Director of News and Chicago Tribune (standing); Alan Hathway, News Unit Chairman; Inez Calloway, News observer. Two other News observers, Harold Olsen and Monroe Stern are not shown.

Bargaining Gains Point Way for Others

Advances on Wide Front Result of Able Application of Policies

To all Guild members:

Collective Bargaining

In the course of the last few weeks, written or oral agreements with the Newspaper Guild have been consummated on the following papers:

New York *Daily News*.
New York *Journal*.
San Francisco *News*.
San Francisco *Chronicle*.
San Francisco *Call-Bulletin*.
Oakland *Post-Enquirer*.
San Francisco *Examiner*.
Boston *Traveler*.
Boston *Herald*.
Washington *Times*.
Washington *Herald*.
Seattle *Post-Intelligencer*.
Havas News Agency of New York.
New York *American*.
Peoria *Journal-Transcript*.

Contract negotiations are under way or about to begin on others too numerous to list. The tabulation below indicates broadly the sort of protective minima and conditions that are being established.

	Days	Hours	Lowest Min. Above C. Boys	Highest Min.	Dis. Bonus	Overtime Pay
N. Y. Daily News	5	40	$25	$70	up to 3 months	Yes
N. Y. Journal	5	40	25	60	up to 6 months	Yes
S. F. News	5	40	20	50	?	Yes
S. F. Chronicle ..	5	40	25	57.70	6 weeks	Yes

These gains, of course, arouse enthusiasm and inspire increasing energy throughout the organization. While the manner in which they can best be utilized is well understood in some of our more experienced locals, it may be helpful for all of us to consider their source, to review the general position of the Guild in relation to them, and to take cognizance of the increased responsibility which they place upon each local Guild and member, both those immediately benefited and those who expect to improve their own conditions in the immediate future.

Gains Derive from National Program

These gains derive from one source, namely the able application of the Guild program as determined upon in our national conventions. It is to clauses in our international constitution on collective bargaining, and the collective bargaining report of the New York convention that headquarters will continue again and again to direct local Guilds seeking advice and assistance. The special circumstances which may seem to the casual observer to have caused the present forward march toward general recognition are in fact only manifestations of the working out of those policies. This is not to belittle the importance of each step that we take, each local and national development in the Guild. It is not to belittle the unique and historic strike on the Seattle *Post-Intelligencer*. On the contrary, it is well worth our while to study the Seattle strike, the Milwaukee strike which overlapped it, the events in Peoria and the very able negotiations leading to most satisfactory results elsewhere without discussion of strike.

There can be no question that many good Guild members at the start of the Milwaukee strike, and again when a strike became imminent in Seattle, considered it ill-advised to adhere strictly to our collective bargaining program when it involved a struggle with an extremely powerful opponent. Only the confidence on the part of seemingly isolated and thoroughly badgered rank and file Guildsmen in Milwaukee and Seattle, and on the part of the national leadership of this organization, that our program contained in itself the solution to our problems, permitted the realization of the great advances now made possible to all of us.

Action of Every Unit Affects Others

Perhaps the main feature of the present situation in collective bargaining is that what happens in one unit inevitably affects the status of every unit in that area, and often our status throughout the country. It is for this reason that we must stress adherence to the principles of the Guild in all collective bargaining negotiations now under way.

In the past, the developments in connection with collective bargaining which have been most influential have concerned cases where an open test of strength has taken place in the form of a strike. We should bear in mind that some of the members have been dismayed by the number of strikes and the continuous appeal for contribution to their support.

It is true that we have been involved in strikes now continually for nearly a year, but it can be pointed out that, statistically, strikes are prevalent in less than one per cent of all offices where Guild organization exists. Although strike contributions, international and local dues have mounted as high as two and three dollars or more per man per month, this amount is only a fraction of the weekly gains in pay now brought within the immediate reach of the overwhelming majority of our membership through the more favorable status of the Guild. To put it in another way, the yearly increase in editorial payroll brought about by a single one of the agreements just signed is equivalent to more than the total cost of all the strikes which this organization has waged since its inception.

Contracts Should Be Insisted Upon

There seems to be no doubt in the minds of Guild members that the present wave of agreements and attendant improvements is traceable to our proper handling of the Milwaukee and Seattle strikes. The fact that agreements are now possible in the majority of instances without any discussion of strike is accountable to this proper handling of strikes in which we have already engaged, and to the general knowledge on the part of employers that if treated unfairly we can and will strike.

Today, in 99 cases out of 100, where a well organized Guild approaches the publisher in an intelligent manner, we should be able to obtain agreements. But it would be the worst sort of mistake to assume that now, any more than in the past, we are going to get anywhere by hat-in-hand approach rather than as equal to equal, each side with its own principles and broader interests to preserve. In a situation where our agreements are taking the form of complete union contracts in some instances and unilateral "office policy" announcements in others, confusion arises amongst ourselves and we can easily be led to needless sacrifice of possible gains.

Many experienced trade unionists will state that no agreement is preferable to a signed contract. These

(Continued on page 6)

BROUN HAS AGILE TOE

Party of Newspaper Unions Stirs Him to Tap Dance

ENCORES ARE OUT

WASHINGTON, D. C.—Announcing that "it was the first and last time he would tap-dance for any cause," Heywood Broun presented a "specialty" that brought down the house in a duel with Pat Rooney, famous dancer, at the Headliners' Ball held here on Nov. 20.

The President of the American Newspaper Guild, challenged by Rooney to prove he is a better tap dancer than Rooney is a columnist, tripped about for a few moments to music supplied by a jazz band on the stage of the National Press Club ballroom, where the ball was held.

Cries of "more" greeted the end of his dancing, but Broun declined to proceed. Rooney, who had meanwhile been working at a typewriter on the stage, presented a "column," read to the audience at his request by an ANG member on The Washington Times.

The "duel" was staged as the principal entertainment of the ball, which was sponsored by the newly formed Mechano-Pen Club for the benefit of all newspaper union men suffering from the strike on the Seattle *Post-Intelligencer*. Composing the club are members of all five newspaper unions on the five Washington dailies.

G. M. Billingsley, compositor on the Washington *Daily News* and dance committee member, reported after the ball that 112 tickets at $2.20 each had been collected at the door, and that many other tickets had apparently been sold.

Broun made a special trip from New York to attend the dance, while Rooney dashed to the ballroom between appearances at a local night club. Previously Broun in a short talk became serious long enough to express pleasure that the mechanical unions and the Guild were getting together.

The Guild might not be able to contribute so much as the older unions, he commented, but added that even so, its help was not to be overlooked.

Previous to the "duel," Broun and Rooney presented an impromptu version of their skit over radio station WRC.

About an hour after the 15-minute broadcast, staged after only 25 minutes notice, Jack Allen, local night manager for the National Broadcasting Company, reported more than 150 telephone calls demanding "more Broun" on the air had been received. It was believed the requests were based on a 7-minute extemporaneous talk by Broun at the beginning of the broadcast, in which the columnist forced continual laughter from studio attendants and a small studio audience.

Arch McDonald, local radio sports announcer, served as master of ceremonies. Among other "headliners" at the ball was Johnny Perkins, stage comedian, appearing at the Capitol Theatre here.

Clyde M. Mills, former president of the Columbia Typographical Union, was chairman of the dance committee, assisted by Frank Bray, pressman on the *Daily News*; Ray Pearse, reporter on the *Evening Star*; A. D. Murray, typographer on the *News*; W. A. Smith, stereotyper on the *News*; John Dean Milligan, rewrite man on the *Times*; and Billingsley.

A CORRECTION

The Dec. 1st REPORTER's wording in the Peoria story, "Leslie B. Ernst, *Star* reporter," was meant to say "star" without the capital "S" or the italics. Ernst is a general assignment man on the Peoria *Journal-Transcript*, not the Peoria *Star*, and for that matter disclaims being a "star."

STUDY OF THE GUILD'S BARGAINING PROBLEMS

(Continued from page 5)

people are right, but only in special circumstances, to wit: a condition where the entire membership in a given factory or plant is developed to a point where it will halt production, as one man, virtually at a moment's notice in case one of its members is discriminated against, or otherwise treated unfairly. In some instances, unions developed to this point of unity and self-discipline maintain a closed shop and discipline over their own weaker members as to dues and other matters without any written agreement whatsoever.

Are there situations in any Guild today where it can be said that methods such as these are applicable, and that therefore no written contract is required? Yes, there are one or two instances within this organization where such procedure is conceivable today, but only by virtue of organizational unity with other unions in our industry. In the overwhelming majority of local Guilds and Guild units, no such situation prevails, and we should state clearly not only that we must have written contracts but that, in the general situation which our victories have brought about today, any Guild which agrees verbally to a bulletin board announcement of office policy as a substitute for a written contract is ill-advised. It is performing a disservice to its own members and is, by the handle which it gives publishers elsewhere, retarding our development on a national and international scale.

Does this mean that we are to refuse to negotiate when a publisher announces at the outset that he will sign no agreement? Does it mean that we should decline to accept gains made through such negotiations? Obviously not. Now is the time to build and discipline our ranks and to push negotiations in every unit in the country which is not already under contract. In several instances the mere sign of such activity is bringing about blanket increases and shorter hours. In an earlier period of the Guild, such unilateral action not infrequently achieved the objective of the publisher, namely to convince the members that their battle had been won, and that there was no longer any occasion for Guild activity. Indeed, in two or three instances in the past, publishers have thus succeeded in kissing the Guild to death—and later the improvements so magnanimously granted have been gradually whittled away. But certainly today there is widespread amongst all Guilds sufficient knowledge of elementary trade union tactics to prevent such mishaps.

Warning on Agreements Weakening Guild

In those instances where publishers sound out our membership through our official negotiating committees or otherwise as to what economic improvements would be acceptable, and then proceed to grant such improvements ex parte, without a signed contract, your international does not advise you to strike. Neither does it advise you not to strike. But it must, in the interests of our organization everywhere, call upon all local Guilds to decline clearly to accept such agreements, either orally or by letter.

To be specific, let us suppose, as has actually happened, that a publisher has negotiated all matters of wages, hours, and working conditions with the Guild, that he announces his intention of putting them into practice if they are acceptable to the Guild, but that he will not incorporate them in a contract. What should the position of the Guild be under such circumstances? It should be to state that the publisher is obviously free to improve pay and shorten hours, but that no agreement is thereby put into effect between the publisher and the Guild, that the latter is free at any time to reopen negotiations or to take any other action it may deem advisable.

A situation may arise, and has already arisen in the last few weeks in more than one instance, where the publisher appears ready to accept whatever minimum wage scale, dismissal indemnity schedule, or other matter that the Guild says it wants so long as there is no contract involved. The significance of this is merely that the particular publisher concerned is willing to increase his editorial budget to an unlimited extent in order to avoid what appears to him to be the permanent establishment of the Guild as the collective bargaining agency through signed contract. In at least one case a publisher induced a Guild actually to conduct a vote of the membership on whether or not it would accept the provisions of minima, hours, dismissal indemnity, etc., of an agreement which the publisher had no intention of binding himself in writing to maintain. Non-existent contracts should distinctly not be placed before the membership for vote, for such action implies commitment of the organization to NO contract. On the other hand, the membership obviously has a right to vote on the abstract question of whether it regards a given schedule of hours, minima, etc., as a fair schedule—if there is good and sufficient reason for such action and if injurious implications are absent.

Expert Advice Available to All Local Guilds

Instances may arise where a publisher is willing to sign a contract if it contains a face-saving device which will enable him to go before other publishers and deny that he has signed a contract. Also, there are varieties of contracts involving a mediatory role by other organizations. Or a contract may be inherent in an exchange of letters or some other arrangement. In extraordinary instances there may be reason and justification for departure from ordinary procedure, but in any event there is available to all local Guilds at international headquarters fairly expert advice as to whether any given machinery constitutes or does not constitute a proper medium.

In the interests of nation-wide progress, all Guilds are urged to observe fully the constitutional requirement of keeping headquarters closely advised on all negotiations. Guilds have been cautioned in the past against permitting their negotiators to discuss with the publisher or his agents matters involving the established policy of the international organization. It is important at this time to direct again the attention of all Guilds to that section of the collective bargaining report of the New York convention covering the inclusion in any contract of material expressing opinions on matters involving Guild policy or containing direct or inferential attacks on the labor movement. Further, our convention was very specific on the subject of the five-day week, and we therefore urge that in those localities where the five-day week is still an issue, the demand for it be made the most urgent one in negotiations. The IEB has not the authority to approve any contract providing for a regular work-week of over five days or forty hours. If it is the opinion of a local Guild that the five-day week is unobtainable, then all reference to the number of days should be omitted from the contract. If the opinion is held, as it may be in some smaller centers, that the forty-hour week is unobtainable, then reference to the number of hours should be omitted from any contract. In special circumstances where a contract is signed, omitting reference to days or hours or both, there can be a supplementary oral agreement covering these items, but the contract itself should include in that case a clause providing for opening of negotiations by the Guild on these items alone on 30 days' notice at any time. The privilege of reopening should be reserved to the Guild, the justification for this being that the publisher has ignored the Guild standard on hours and days in the original contract.

Skill in Negotiations Highly Important

Organizations are sometimes made or broken by the skill or ineptness with which collective bargaining negotiations are conducted. One factor that made Seattle so splendid a success for this whole organization was that from the very beginning that small, isolated group, a thousand miles away from the nearest Guild of any size, was conscious at all times of the effect that each step it took might have upon the future of newspapermen and women everywhere in this country. It is not an exaggeration to state that each member of a local Guild negotiating committee, at this period of great promise but great uncertainty for the future of our organization, bears a responsibility to thousands of his fellows in all parts of the country, and, for the same reason, he approaches the management not with cap in hand, but as the courteous and self-respecting representative of a great trade union.

But more important than the skill of the negotiators is the state of organization of the Guild unit concerned *at the time that negotiations are in progress.* Everyone realizes that the state of understanding and unity inside a Guild unit during a strike determines the outcome of that strike. Entirely independently of whether or not there is any necessity whatever for consideration of a strike, it is just as important during negotiations as during a strike that the unit be *organized about the undertaking in hand.*

This means that the details of the program being bargained for have been discussed by the unit, that they represent the democratically arrived at decision of the unit, that each step in negotiations by the Guild negotiating committee, whether encouraging or discouraging, be a common knowledge of the unit, and that the unit be free at any time to discuss the program and the course of negotiations and alter both if it seems fit.

To some of our members, who have watched procedure in other unions or who have a native distrust of free discussion during negotiations, it may appear that this free discussion is more likely to tip the hand of the other side or to lead to dissension amongst ourselves. Whatever may be true elsewhere, this has not been our experience in the Guild. Our experience has been, on the contrary, that only where complete democracy prevails have we made notable advances. A negotiating committee can get nowhere without solid backing from the unit concerned and it is only by such procedure that the necessary understanding and unity is established and maintained.

In conclusion, let us point to the significant fact that the American Newspaper Guild has never struck a paper in the first instance for economic gain, but in the case of every strike from first to last, has been actuated by an attack upon the fundamental principles of this organization. In other words, we have never approached the employer with a chip on our shoulder, and certainly now, with the confidence of established strength, we have no occasion to alter our attitude. We are merely interested in securing a square deal for our members and assuring with the utmost scrupulousness a square deal in our commitments to our employers. To date, no publisher who has signed a trade union contract with the Newspaper Guild has accused us of irresponsibility, and that is a record we aim to preserve.

IEB EMPLOYER RELATIONS COMMITTEE,
By Jonathan Eddy,
International Executive Secretary.

EDDY, REPORTING AFL PARLEY, URGES GUILD ACTION

Below is part of the report of Jonathan Eddy, Executive Secretary of the A.N.G., to the Guild's International Executive Board concerning the annual convention of the American Federation of Labor in Tampa.

While I shall not attempt to summarize completely a convention which lasted for two weeks, it is proper that I outline it sufficiently to afford some perspective from the Guild point of view. The 50th Annual Convention was commonly characterized by progressive delegates as "the most reactionary A. F. of L. convention in 56 years." Not only did it, through its actions relative to CIO, deepen the present terrific split in the American labor movement, but it went further and adopted legislation depriving central labor bodies of important functions and rights which have been traditionally a basis for their very existence. These latter actions had direct reference to the Guild, and in my opinion were in no small measure directed specifically at depriving the Guild of strike weapons. Your delegate spoke before committee and on the floor against both of these actions, and was successful in changing their form, but not their content.

Other actions of the convention not so directly associated with the Guild, yet delineating the nature of the convention, were the official attack on the maritime strike, the attempt to inject anti-Semitism into the CIO-AFL battle, the refusal to grant the privileges of the floor of the duly accredited fraternal delegate to the Tampa convention from Spanish labor organizations now fighting on the battle line not only for their right to existence, but for democracy itself; the refusal to take any stand whatsoever on the notorious anti-labor policy of a large newspaper chain, and the rejection of resolutions demanding fair trial of the prisoners in the Scottsboro case. Real fights put up by the progressives, however, led the executive council and the convention to protest against the present "Tampa terror," to at last go on record demanding the release of McNamara, to call for special efforts to organize young workers, to take cognizance of the problems faced by the unemployed. The fact that for the first time in many years the report of the executive council contained no red-baiting was commented upon by some delegates, who considered this an indication that the red herring has turned out to be a boomerang for the executive council.

Green Mentions Seattle Strike

In the discussion of CIO there were eight speakers for the position of the Executive Council and eight opposed. The text of my remarks in opposition, as condensed in the official proceedings, will be found in an adjoining column, as is the text of that paragraph of President Green's summation in which he attacked the Guild. In the latter Mr. Green spoke of the Seattle strike as having been brought to a successful conclusion.

As a matter *of fact*, the Seattle strike had not been settled at the time and the Executive Council had proposed measures, subsequently to be adopted by the convention, which were definitely calculated to split the labor support of the strike, and knowledge of which definitely caused the Seattle Guild to concede points in negotiation which otherwise it would have been in a position to insist upon.

National and international unions which attended the convention and which voted against suspension were, besides the Guild, the Bakery and Confectionery Workers, the Brewery Workers, the Brick and Clay Workers, the Elevator Constructors, the Hat, Cap and Millinery Workers, the Paper Makers, the Sleeping Car Porters, one out of five delegates of the Pressmen, the Pulp, Sulphite and Paper Mill Workers, the Teachers, and the Typographers.

Out of 734 central labor unions chartered by the A. F. of L., 124 were represented at the convention. Of these, 87 supported suspension, 28 opposed it, 59 obstained. Fifteen state federations voted for suspension, 30 voted no, 10 abstained. Out of 914 local federal unions chartered by the A. F. of L., 74 were represented at the convention. Of these, 19 voted for suspension, 32 against, 23 abstained.

I cannot convey the pressure under which one felt oneself to go along with the Executive Council, but can and do assert that many who voted for suspension did so with mental reservations and out of sheer opportunism. I believe it also fair to assume that practically the entirety of those present at the convention but abstaining were pro-CIO, and were actuated by a desire to keep out of hot water. Further, it is a matter of common knowledge that a considerable number of local federals, city central bodies and state federations that are pro-CIO boycotted the convention in line with the tactics of the CIO. Another factor which has some bearing on the vote was the failure of the leading CIO delegations at the convention to organize for the fight on the floor. Delegates from the Typographical Union and the Hat, Cap and Millinery Workers, the two leading CIO organizations present at the convention, adopted divergent courses in their defense of CIO and failed to attend caucuses of the other progressives.

The Suspension Votes An Analysis

The total vote was 21,679 for suspension against 2,034, representing 2,167,900 workers against 204,300. When account is taken of the fact that some of the international craft unions padded their membership figures by increased per capita payments over the past year, that some of their delegates, voting in a block for suspension, were obviously misrepresenting large sections of their membership (notably in the case of the Carpenters, with no convention in eight years, and with 72,000 of their members disenfranchised; the Painters, whose large membership in New York is known to be overwhelmingly pro-CIO, and the Furriers, whose convention delegates were designated prior to the recent amalgamation in that industry), it can be seen that this convention vote is not an accurate representation even of those unions represented in the convention. The total of CIO membership which were excluded from the convention, plus those who actually voted No in the convention, plus those who boycotted the convention, plus rank and file members of craft unions who have indicated in one way or another their adherence to industrial unionism, would probably be at least one and a half million, while those definitely aligned with the executive council would appear to be slightly in excess of 2,000,000.

The Executive Council has seemed to convey—and many of the newspaper stories emanating from Tampa would convey—an impression that the American Federation of Labor has taken a middle-of-the-road course by suspending rather than expelling the CIO unions. In my opinion, such an impression is unfounded in fact, the only reason for failure to expel being a desire to place onus on the progressives in the American labor movement for this split. By denial to the CIO unions of their voice and vote, the convention not only deepened the

(Continued on page 7)

EDDY'S AFL TALKS

ANG Delegate Hits CIO Suspension, Draws Green's Fire

Unity of the American labor movement cannot be established so long as one-third of the membership is deprived of its voting rights, Jonathan Eddy, Guild executive secretary, declared in addressing the recent Tampa convention of the AF of L. As one of the eight speakers in opposition to the Resolutions Committee's report sustaining the suspension of CIO unions, the Guild's delegate was denounced by President Green, who referred to "ingratitude" as "the basest of crimes."

Green announced that the Seattle strike had been "successfully" concluded at a time when negotiations were still under way. At this time efforts were being made to split support away from the strikers. These efforts included new AF of L legislation.

Despite the complexion of the convention, both the declaration of the Guild's position on CIO, which was based on the Guild constitution and a September resolution of the IEB, and the later announcement of the settlement of the Seattle strike, were vigorously applauded by a large block of delegates.

The text of Eddy's addresses and of President Green's attack, as condensed in the official proceedings of the convention, follow in the order in which they were made.

Eddy's address against suspension of the CIO:

Delegate Eddy, American Newspaper Guild: The organization which I represent is not the youngest here, but it is next to it. Today is includes a majority of big city newspapermen in this country. Although we have been in existence for a short period, we have already faced some difficult situations. The first confronted us at the time of the order of suspension, when one of our most prominent locals immediately enacted a resolution, which was later withdrawn, that the American Newspaper Guild withdraw from the American Federation of Labor. We of the International Executive Board of the Guild were not of the opinion that such action was conducive to harmony. After due consideration by our officers and by our members, our International Board adopted a resolution with regard to the question of the Executive Council suspending from membership the ten unions that comprise the Committee for Industrial Organization, and our grounds then were, as they are now, that such suspension could not bring democratic settlement of differences.

The first form the issue took in our organization was dissension within our organization, with the result of a decreasing in strength. I wonder, after listening to the discussion here tonight and listening to it attentively and with a great deal of humility because of my lack of experience as compared with a majority of you here, what a few years from now will appear to be the issues before us in this, perhaps most important session in the fifty-six years of existence of the American Federation of Labor. Will the issues appear to the average worker, organized and unorganized, in this country today as a discussion of technicalities that occurred two or three years ago?

We know that a large group of unions set out to organize what perhaps is the most important mass industry in this country, and that the action of the American Federation of Labor when that happened was to suspend these unions. That we can understand. That makes us want to what we can to promote unity, and I wonder if unity can be promoted on the basis of past precedents or past differences or past traditions rather than on the basis of the present situation, where we all know in one way or another this organizing drive must go on, not only in the steel industry, but in others, and we know it cannot go on with full success if there is to be a tragic division in the house of labor itself.

In the report of the Committee on Resolutions, which I was fortunate enough to be able to read by bumming a copy of it from a newspaper friend, I was particularly interested in the proposal that might bring about another convention of the American Federation of Labor; but I would like to conclude on this note: That no more can that convention dispose of what confronts us today than this one, in the final analysis can, with one-third of the constituent members of the American Federation of Labor absent from our councils.

Thank you.

President Green's attack on the Guild:

Now I have told the story—unassailable facts. Out in Seattle the Newspaper Guild called a strike in a newspaper plant where it had only a small percentage of its workers organized, but the workers in the Central Body of Seattle, loyal and devoted members of the American Federation of Labor, rallied to the support of the Newspaper Guild, and the responsibility for making that strike a success must be given to the Central Body of Seattle and not the CIO. What attitude ought the representatives of the Newspaper Guild show to the ones who made that strike a success? Ingratitude, I repeat, is the basest of crimes.

Eddy's announcement of the end of the Seattle strike:

Delegate Eddy, American Newspaper Guild: May I preface my remarks by a statement of regret that I should have so phrased an opinion honestly held as to have created the impression of ingratitude on the part of the American Newspaper Guild, which I represent, toward the American Federation of Labor. If there were no American Federation of Labor there would be no American Newspaper Guild. I should like to express, on behalf of the American Newspaper Guild, gratitude to President Green, to Mathew Well, to John P. Frey, for the many hours of their valuable time which they devoted to attempts to adjudicate the difficulties in Seattle. I am sure that President Green, the Executive Council of the American Federation of Labor, and every delegate in this room will rejoice with me when I say that I have received word this morning that the management of the Seattle Post-Intelligencer has signed an agreement covering recognition, working hours, working conditions, and dismissal bonuses, bringing to an end that strike.

The strike against the *Post-Intelligencer*, the victory over William Randolph Hearst, is a victory not alone of the American Newspaper Guild, but of the labor movement of the northwest, and of the American Federation of Labor.

Of the declaration proposed by the Committee on Resolutions I want to state on the record that the policy expressed therein on boycotts of publishers is the policy which the American Newspaper Guild follows and always has followed in its dealings with publishers. The American Newspaper Guild has at no time boycotted any publisher. That is not to say that our local organizations in strikes are not going to engage in a boycott. Of course they are if it is necessary. We have not engaged in it. We are not members of any organizations engaging in boycotts. As sympathy with the purposes of these organizations, but the particular circumstance which controls us is that many of our members are still working for an employer who owns a chain, although there be a strike at some distant point.

I think that one word in here, although I make no such motion—the word "all," in referring to all working men in the various printing trades under contract with the employer named is inaccurate, but that is information that is in the hands of other organizations and I cannot speak on it.

Although this fact of employment controls the Newspaper Guild in the matter of boycotts, I do not wish it to be understood that I am of the opinion that fact should control all labor organizations and members thereof. I believe they have a right to express themselves on some things in the most effective way that comes to hand.

Thank you very much for permitting me to make that statement.

President Green: Thank you.

Eddy Urges All to Seek Restoration of AFL Unity

(Continued from page 6)

split, but in effect changed the fundamental nature of the American Federation of Labor itself by establishing the Executive Council as a self-perpetuating, disciplinary body, which can crush opposition as it sees fit by disenfranchising entire trade unions without reference to a convention. This invasion of the traditional autonomy of affiliated bodies changes completely the basic structure of the American Federation of Labor. The Executive Council is in a paradoxical position inasmuch as it has not yet dared to order the state federations and city centrals to suspend the locals of the CIO unions whose internationals have been suspended.

I believe that it is to our immediate and future interests that the Guild align itself with all those organizations seeking in the first place to do everything in their power to prevent a widening of the split, and in the second place to heal the breach on the basis of progressive policies. At the next meeting of this Board, I shall urge that this organization go on record protesting the decision of the convention as it protested the illegal suspensions which made that decision possible, and that Guild delegates in central labor unions urge like action there. I shall urge further that we join, on a national and local scale, with any other bona fide trade unions and other bodies in holding mass meetings to demand of the Executive Council that it cease its assault upon the unity of the American labor movement, and that it lend not only moral, but financial, support to the drive whose outcome is of the utmost significance to the future of wage earners, newspapermen as well as all others, the drive to organize steel.

Lynch, Armstrong Get 6 Months Pay

SEATTLE.—Checks representing six months' wages at their rates of pay when discharged by the Seattle *Post-Intelligencer* were received on Dec. 1 by Frank "Slim" Lynch, photographer, and Everhardt Armstrong, drama critic, from a group of Seattle businessmen.

Assurances that such a cash payment would be made were given the strikers before they voted acceptance of the agreement that concluded the strike. The Guild had been assured by counsel that the transaction could in no way prejudice the cases pending before the National Labor Relations Board.

The checks were handed to the Guild victims by Cristy Thomas, executive vice-president of the Seattle Chamber of Commerce, in the presence of Morgan Hull, ANG International Organizer.

THE SEATTLE PACT

Agreement to End Strike Signed By Guild President and Publisher

Following is the text of the agreement concluded on Nov. 25 between the Seattle Newspaper Guild and the Post-Intelligencer:

As a result of negotiations between me and a committee of the Seattle Newspaper Guild for the purpose of ending the strike against the *Post-Intelligencer* the following formula was agreed to:

I.

It is understood and agreed that all striking employes shall be returned to work without discrimination or prejudice and without reduction of salaries upon resumption of publication by the Seattle *Post-Intelligencer*, publication to be resumed within ninety-six hours after settlement is reached and the *Post-Intelligencer* is removed from the "unfair" list of the Central Labor Council.

II.

It is agreed that the Guild will see to it that the Seattle Central Labor Council removes the *Post-Intelligencer* from its "unfair" list, or any similar list by whatever name known, at its first regular meeting or a special meeting that may be called following ratification of this agreement; that the Central Labor Council will notify affiliates and other Pacific Northwest Central Labor bodies of its action and ask them to do likewise; that the strike be discontinued and that pickets be removed from the *Post-Intelligencer* plant at Sixth and Pine St., Seattle, and elsewhere under its jurisdiction.

III.

It is agreed that the provision for reinstatement of all striking employes shall apply to the following persons (list attached).

IV.

The cases of Frank Lynch and Philip E. Armstrong will continue in the hands of the National Labor Relations Board.

V.

The *Post-Intelligencer* herewith outlines its office policy in settlement of all disputes concerning hours, wages and conditions of service. This is not a contract, but it is the policy in operation on the paper which will be continued for one year from date and as long thereafter as economic conditions justify.

For the purpose of this statement editorial department employes shall be classified as those actually engaged in editorial work, to-wit: Newspaper men including all directly charged with reporting, writing, preparing or editing news of all kinds, editors of social notes and feature materials, photographers, artists and chief librarians, editors, including copy desk, slot men, makeup men, swing men, telegraph editors, dramatic editors, editorial writers, library clerks, copy clerks, office clerks, messengers and home economics employes.

No editorial department employe shall work more than forty hours per week, the said forty hours to fall within five consecutive days. This provision shall become effective on or before March 1, 1937. In the interim no editorial employe shall work more than forty hours per week, the said forty hours to fall within six consecutive days. This shall not interfere with the completion of assignments by employes nor with the performance of emergency assignments.

Any overtime resulting from the completion of assignments or the performance of emergency assignments shall be allowed to accumulate and shall be compensated for in the discretion of the publisher by an allowance of days off equivalent to hours of overtime performed or by paying for such overtime work at the regular rate of pay of the employe to whom such compensation is due.

All necessary adjustments for overtime work shall be made at not less than quarter-annual intervals.

Sick leave is granted with full pay, provided, however, that the duration and frequency of such benefit payments are to be decided by the management in each individual case.

Two weeks' vacation is granted to those who have been employed more than one year; one week to those who have been employed six months, but not more than one year.

Employes dismissed after one year of service for causes other than willful misconduct will be given one week's pay at current rates for each year of service up to a maximum of five weeks.

All editorial department employes [as] defined above, except those specifically covered hereinafter, shall be paid not less than the following scales:

A—Those having less than three years' newspaper experience on any comparable daily newspaper, news feature syndicate or press association, shall be paid at not less than $25 per week.

B—Those having more than three years' newspaper experience as defined in paragraph A shall be paid not less than $40 per week.

It is understood that in paragraphs A and B, "experience" refers to previous or present employment in classifications covered by the foregoing minimums.

All library clerks, home economics employes and society department employes who have had less than three years' experience in their particular departments on any comparable newspaper shall be paid not less than $20 per week.

All library clerks, home economics employes and society department employes who have had more than three years' experience as defined above shall be paid not less than $25 per week.

All copy clerks, office clerks, and messengers with less than three years' experience shall be paid not less than $15 per week.

All copy clerks, office clerks, and messengers with more than three years' experience shall be paid not less than $18 per week.

We definitely state that there will be no discrimination against any editorial department employe, nor will any editorial department employe be discharged because of membership in the Guild or any other organization.

The management will be glad at any time to meet with employes or a committee representing employes for the purpose of discussing grievances.

Accepted by: H. RICHARD SELLER
for Seattle Newspaper Guild.
Accepted by: C. B. LINDEMAN for
Seattle *Post-Intelligencer.*

Four Los Angeles Papers Raise Wages, Lower Hours

(From Variety's Literati Page)

Four Los Angeles papers on Dec. 7 posted a new scale of minimum wages and working hours. Sheets are two owned by Hearst and two by Manchester Boddy.

Reporters and rewrite men with five years' experience draw $45 weekly minimum, with other salaries graduating downward commensurately. Setup calls for a 40-hour week. Newsmen see a joker in the deal, as the minimum applies only where workers have gained their five years' experience in the L. A. area.

L. A. Newspaper Guild chapter construes the scale as a move to thwart their activity, which they say will only spur them on the harder and they will carry their fight to the papers subscribing to the new scale, as well as the others.

Pilgrimage Church Gives $7

The Brotherhood of the Church of the Pilgrimage, a Congregationalist offshoot of the first church founded in Plymouth, Mass., in 1620, contributed $7 to the Seattle strike after hearing a talk by Edward Allen, president of the Boston Newspaper Guild.

Morris Watson Lectures

A series of lectures on white collar organization will be given by Morris Watson, under the auspices of the League for Industrial Democracy during the last week in January and the first week of February. The talks will be given in cities in Michigan, Missouri and Illinois.

The Guild Reporter

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"Resolved, that the editor of THE GUILD REPORTER *be instructed to so edit* THE GUILD REPORTER *that it shall promote in every legitimate way the recommendations and mandates of the Third Annual Convention of the American Newspaper Guild, and that he confine the editorial policy of* THE GUILD REPORTER *to that specific program."—Resolution of the 1936 Convention.*

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Three Years Old

This is the Guild's third anniversary and so much is happening that we have no time to be sentimental about it. We have attained on one large paper, the New York *Daily News*, roughly the immediate objectives we set for ourselves three years ago. As yet it is only an outpost, however. Despite this contract and the numerous Guild advances that begin to look like a parade, we have a long way to go. In fact, it is because of these gains that we should now redouble our efforts.

For collective bargaining the time has never been more propitious. The large publishers can and must follow the *News*. The smaller papers can and must recognize the Guild and raise their shamefully small salaries. The increase in newspaper revenues furnishes the wherewithal for improvements. The Guild has the strength to back up its demands—because both these demands and the young union's ideals commend themselves to the public.

This is an equally good moment for organization. There has been a swift rise in membership in existing Guild units in the last month. The Guild could make longer strides in the unorganized areas now if it could send organizers out widely.

Happily, Guild revenues are rising, with members rapidly paying up their dues. This is especially pleasing because it reflects the quickening interest. Now is an excellent opportunity not only for locals to get members paid up and thereby simplify the problem of maintaining their interest but also to provide the revenues so that we can take advantage of expansion opportunities.

In other words, on our third anniversary we can look backward and forward with equal satisfaction. We have gained much. We have kept our union clean and young. We are about to gain more. May our union ever remain as young in spirit and as socially conscious as it is at this moment.

Milestone

The *Daily News* contract goes so far beyond anything previously established in American newspaperdom that for the moment it may well be regarded as the newspaperman's Magna Charta.

Full recognition of the Guild by the ownership of one of the most powerful and successful newspapers in the country naturally is encouraging to editorial workers everywhere. The recognition is doubly welcome because it brings with it minimum standards of pay and working conditions that lift newspapermen from the mire of insecurity and discouragement in which they have too long been bogged.

The contract is worth careful study. We like the fact that all editorial departments and classifications on the *News* are covered in pay minimums which will raise the salaries of almost half the staff; the five-day, thirty-five-hour week, the careful and clear protection of wage and hour provisions. The grievance machinery is an improvement over a mere appeal to the boss. The preferential shop clause is rather free with exemptions, but apparently this principle is not the threat to newspaper chastity that some publishers pretend it to be.

The contract is not perfect. For example, it would mean exactly the same thing without the "freedom of the press" clause.

Nevertheless, the contract is a tribute to the acumen and common sense of Publisher Patterson and his representatives, to the sound leadership and intelligence of the Guild officers who negotiated it and above all to the determination of the *News* unit. Behind it lie three years of co-operation and fight to which loyal Guildsmen from coast to coast have contributed.

GAINS MADE IN CAPITAL

New Hearst Policies Follow Talks With Guild

ON MILWAUKEE LINES

WASHINGTON.—The two Hearst papers published in the national capital, following discussions with representatives of the Washington Newspaper Guild, have established a minimum-wage and maximum-hour schedule and working conditions similar to those put into effect on the *Wisconsin News* in Milwaukee as a result of the strike there.

The Washington *Herald*, morning Hearst paper, announced the arrangement to its staff on Dec. 4, meanwhile making it retroactive to Nov. 30. The Washington *Times*, afternoon, posted the announcement on its bulletin board. The plan will go into effect on that paper Dec. 14.

Guild Credited With Gains

Although no agreement was entered into with the Guild, the management of the papers negotiated with Guildsmen. Guild influence and pressure is credited with the gains.

The minimum wage scale for reporters follows: First year, $25 per week; second year, $35 per week, and third year, $40 per week.

A five-day, 40-hour week is called for. Severance pay will be allowed in the proportion of one week for each year of service up to a maximum of eight weeks.

No agreement was reached concerning compensation for copy boys. The committee negotiating with the Washington *Herald* management was informed that this question would be settled within a month. The settlement, when made, will apply to both papers.

Announced to Staff

Beginning last summer, the negotiating committee carried on conversations with Mrs. Eleanor M. Patterson, publisher of the *Herald*. The announcement was made to the staff shortly after a meeting with Mrs. Patterson at which the plan was mutually agreed upon.

Conversations with the *Times* management were carried on by a committee of staff members designated by the WNG executive committee. The action of the management was the answer to exploratory discussions.

A statement of policy, outlining the wage, hour and working conditions, was posted on the bulletin board. The statement was signed by Arthur G. Newmyer, publisher, and J. J. Fitzpatrick, managing editor.

Members of the committee negotiating with the *Herald* management follow:

Kenneth G. Crawford, New York *Post*, chairman; Robert M. Buck, Washington *Daily News*, Nathan W. Robertson and Richard L. Turner, Associated Press, and Paul W. Ward, Baltimore *Sun*.

Examiner Unit Voting On More Agreed Points

SAN FRANCISCO, Cay.—The *Examiner* Guild unit is now balloting on terms agreed to by Publisher Clarence Lindner, but not included in the original statement approved by Lindner and the Northern California Newspaper Guild. The expanded agreement is to be signed by Lindner, the NCNG president and the president of the *Examiner* unit. This plan has been agreed to by Lindner.

The additional terms are substantially the same as those recently agreed to by the *Chronicle*, assuring no discrimination for Guild membership and establishing severance pay, vacations, sick leave, freedom to write for other non-competing publications, and an expense allowance. In addition, the Guild receives the right to maintain an office bulletin board and to designate a grievance committee.

- - Flashes - -

NEW UNIT IN CHICAGO

CHICAGO.—With an almost complete enrollment of the staff, the the *Daily Times* unit of the Chicago Newspaper Guild was organized at a meeting on Dec. 9. The additions pushed the city Guild's membership past the 100 mark. The unit has a contract request under consideration.

Forty-seven men from various daily papers joined or were reinstated in the Chicago Guild in the first three days of the week.

Don Stevens, A. F. of L. Organizer attached to the Guild, reports that while formal unit organizations have not been started, membership now exists in most of the news offices of the city.

BONUSES UP TO $400 IN DETROIT

DETROIT, Mich.—Bonuses ranging up to $400 per person were distributed to white-collar workers on the *Free Press* on Dec. 2. They are causing a fresh burst of interest in the Detroit Guild, which had recently written to and conferred with the publisher regarding starting collective bargaining. The *Times* unit membership has risen sharply to 50 and an organizing campaign is under way on the *News*. Bargaining efforts are to continue on the *Free Press*.

WORLD-TELEGRAM UNIT WANTS CONTRACT

The New York *World-Telegram* unit has decided to ask that negotiations be reopened with the *World-Telegram* for a contract, 10 per cent salary cut restoration and other improvements. The vote was taken at one of the largest meetings ever held by the unit, shortly after the *Daily News* contract was signed.

The basis of the unit's demands is to be the *News* contract and the new salary minimums established on the New York *Journal*.

The other two of the three "liberal" publishers in New York City have signed, speakers pointed out.

A BLOW AT ANTI-PICKETING ORDINANCE

SAN FRANCISCO.—Organized labor, led by the Northern California Newspaper Guild and the Inter-Professional Association, scored a major victory Nov. 30 when the San Francisco board of supervisors voted unanimously to place the city's anti-picketing ordinance on the next special election ballot. The 20-year-old anti-labor ordinance is often made the excuse for sending pickets to jail.

PARLEY SET IN ST. LOUIS

ST. LOUIS.—The St. Louis Guild was to begin negotiations with the *Globe-Democrat* on Dec. 14.

SCHOLARS TO WEIGH GUILD

CHICAGO.—Organization of newspaper men will be discussed in a round table session of the American Political Science Association's annual convention here on Dec. 29. Dr. Schuyler Foster of Ohio State University will present an introductory paper, setting forth background facts, principally in relation to NLRB cases and legal issues. Don Stevens, AF of L organizer for the Guild, will state the case for the Guild. Paul Scott Mowrer, editor in chief of the Chicago *Daily News*, will present an editor's view.

Pant . . . pant . . . pant . . . Whew!—Ed. G. R.

Guild Halts at Picket Line

(Continued from page 1)

high wages for the express purpose of defeating an organizational effort by members of one of the oldest unions in the United States, the International Typographical Union.

"2. That if the strike is permitted to continue it will destroy efforts by Guild members to improve the paper, and will threaten their jobs."

The Guild also declared that it "must refuse further to compromise its principles by walking through picket lines, and that the present conditions cannot continue." No reply was received.

The Guild representative assembly has ordered that benefit payments be arranged for the Guildsmen.

Printers Seek Sanction

The Typographical Union local executive committee in voicing—with "sincere regrets"—its inability to enter into the agreement proposed by the Guild, explained that it could not do so "without sanction of the International Union Executive Council."

Milton Kaufman, executive secretary, then communicated directly with Charles P. Howard, I.T.U. president, who wired: "International Union has not authorized strike and I have no information other than your telegram. In absence of contract your Guild free to decide question of going through picket line. If Big Six members withdrawn under conditions not requiring International approval any arrangement mutually satisfactory may be agreed upon."

While it is apparent that the local Typographical Union does not require International sanction for an organization strike, it is nevertheless seeking this sanction so as to avail itself of financial assistance. This question is still pending, but the uncertainty created by these complications served to delay formal cooperation between the Guild and the Union.

On the local strike front, however, those directing the strike are working closely with Guild leaders.

The Printers' Strike Bulletin on Dec. 7 carried a two-line banner head: "Writers Refuse to Work With Scabbing Printers."

N. Y. Guild Helps Seamen, Remembering Seattle Aid

An appropriation of $50 was voted for the Seamen' Strike Strategy Committee by the Representative Assembly of the New York Guild at a recent meeting. The donation, to be taken from the Emergency Fund, was in part a token of appreciation for the cooperation accorded by seamen to the Guild's strike in Seattle.

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