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the American Fed-
eration of Labor.

The Guild Reporter

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STRUCK PAPER SIGNS, THEN FIRES 25

Lynch Put Back in Job In Seattle

**Boettiger Action Hailed as
Triumph of Pressure by
Guild and Unions**

SEATTLE, Wash.—Frank "Slim" Lynch, whose discharge as chief photographer of the Hearst Post-Intelligencer was one of the main factors in precipitating last summer's Guild strike, has just been offered re-employment on the paper.

Publisher John Boettiger took the occasion offered by the Supreme Court's decision upholding the National Labor Relations Act to end a situation that had continuously embarrassed him ever since he was appointed publisher at the close of the strike. Labor pressure had been unrelenting and had been keenly felt.

The Seattle Guild executive board followed up the Supreme Court's decision by meeting with Boettiger and demanding the reinstatement.

Action by the unit on the arrangement was awaited as this dispatch was sent.

Everhardt Armstrong, fellow victim of the anti-Guild firing on the paper, and who had been for 17 years the P-I dramatic critic, died on March 18.

The Guild executive board, in a statement following Boettiger's announcement, viewed the action as a victory not only for the Guild, but for the entire Seattle labor movement.

H. Richard Sells, local Guild president, pointed out that ever since the settlement of the strike, union labor had refused to consider the P-I "fair" while one of the Guild's founders remained ousted. Sells said:

"The Central Labor Council reaffirmed its stand, asking for Lynch's return to work after Armstrong's death; the Northwest Printing Trades Council denied the paper the union label; only last week the Northwest Maritime Federation and the Northwest Woodworkers' Federation, in joint council representing 125,000 unionists in this region, de-

(Continued on page 3)

Initiate UP Talks On National Basis

The first collective bargaining with the United Press on a national scale was to be initiated on Wednesday, April 28, at an interview between presidents headed by Hugh Baillie, UP president, for the management, and Morris Watson, ANG vice-president for wire services.

A large majority of the United Press men are already in the Guild and, as a result of proxies sent out by the United Press National Guild Committee, many more non-members have empowered the Guild to act as their agent in collective bargaining. Every key bureau is now organized, many of them 100 per cent, and the rest by 65 to 90 per cent.

A summary of collective bargaining proposals has been drafted by the national UP committee from the

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They Stopped Us, But Not Long



Police broke up the Guild's mass picket line which delayed publication of the Long Island Press at its plant on April 24, with this as one result. Donald Durkin, son of a Guild member, was seriously hurt (but is recovering). Picture shows him being tended by friends. The man walking out at the right (wearing glasses) is Publisher Hofmann. Two days later the paper signed—and then?

New ANG Code Out for Study

**Tentative Draft Appears in
This Issue**

The revision of the ANG Constitution contemplated by the 1936 Convention when it directed the IEB to appoint a commission for the purpose, has now been tentatively completed by a drafting subcommittee and the draft is printed in this issue, on pages 9, 10 and 11.

Some changes will probably still be made before the draft finally reaches the Convention, since the Commission's report on it will be drawn up at a meeting today (May 1) and since the IEB has not yet had an opportunity to pass on it. As it stands, however, it represents agreement on the part of the five members of the Commission available at headquarters—Max Ways of Philadelphia, chairman; Clyde Beals, Guild Reporter editor; secretary; Victor Pasche of the Newark Guild, ANG treasurer; Milton Kaufman, executive secretary of the New York Guild; and Nat Einhorn, New York Guild treasurer.

Printing Recommended

The committee recommended printing the draft in this issue to allow members and Convention delegates as much time as possible for study. The impossibility of holding

(Continued on page 8)

City-Wide Accord Gained in Tacoma

TACOMA, Wash.—Negotiations for a city-wide agreement have been completed between the Tacoma Guild and the publishers. It covers all editorial employees on the Ledger, Times, and News-Tribune. Formal ratification was to take place on April 26, the agreement becoming effective immediately.

The agreement is not a contract as the Guild shop was lacking and the Guild was opposed to signing without it.

Minimum pay of \$40 is established for persons of three years' service.

Organizing Bug Bites Ad Men

Taking cognizance of the widespread interest in organization among other white collar workers in the newspaper industry, evident in many cities, the ANG began an effort to pull the loose ends together when Executive Secretary Eddy arranged a conference at headquarters on April 27.

Word had come not only of the recent organization of the Advertising Guild of Philadelphia, but also of a similar movement in San Francisco, both of which were paralleled

(Continued on page 8)

Harlem Strike Just Averted

**Threat Brings Peace Hope
After Series of Firings**

Plans for an authorized strike against the Amsterdam News, leading weekly in the Harlem section of New York City, were halted on April 24, when the publishers of the paper and the New York Newspaper Guild signed an agreement which places a job security clause into the present contract.

The Guild and the publishers further agreed to submit to arbitration the cases of Obie McCollum, managing editor and staff member for nine years, and Roi Ottley, sports and theatrical editor, who were dismissed on March 1.

The first hearing in the arbitration proceeding was set for Wednesday night, April 28, and the decision of the arbitrator, due not later than Monday, May 3, is to be binding on the Guild and the publishers, according to the agreement.

The firing of the two additional Guild members left on the paper only four of the original unit of 15 who fought the successful strike against intimidation at the end of 1935. Utilizing the arbitration clause in the two-year contract signed at that time, the publishers had been steadily eliminating the group.

Before the unit's strike vote was

(Continued on page 4)

New Strike On Press Is Weighed

**Pact Had Been Won After
Police Broke Up Mass
Picket Line**

BULLETIN

Barely 48 hours after the termination of the Long Island Press strike with the signing of a contract the management gave notice that it would discharge approximately 25 of the strikers. The management acted under a special clause injected into the contract in the final negotiations under Mayor La Guardia's mediation. The clause required that discharges be made "in good faith" for certain specified reasons. The New York Guild moved at once to question the good faith of the discharges and to seek authorization for a new strike.

News of the changed situation came just as the Reporter was going to press.

The biggest strike yet conducted by the Guild, against the Long Island Daily Press in the Jamaica district of New York, ended on April 26, after three weeks.

The brief strike, packed with swiftly moving events, came to a climax on April 24, when a Guild mass picket line was broken up by police with several injuries, one serious, and Mayor La Guardia personally intervened for a second time and brought about the conference that produced a settlement. The picketing delayed the start of production two hours.

The settlement, providing for the return of all strikers without prejudice, and dismissal of strike-breakers, included a full contract, providing for Guild shop, marked in-

(Continued on page 4)

This Check's Late And Here Is Why

A check for the April 8 assessment for the entire membership of the Great Falls Guild arrived at ANG headquarters by air mail April 20. With it came this note from President Joe Howard:

"Sorry it's late, but our secretary is laid up with a broken ankle." Apparently it required this accident for the Montana local to place third in the list of locals to remit the assessment in full. Its average strike contributions per member have always been at or near the top, and its promptness has corresponded.

Rockford, Ill., was the first to come through with the full payment. The first seven, in the order of receipt at headquarters, were Rockford, Stockton, Cal.; Great Falls, Worcester, Mass.; Enid, Okla.; Bellingham, Wash., and Salt Lake City.

STERN UNIT STANDS PAT

Philadelphia Won't Recede on Demands—Pact Lapses

PHILADELPHIA.—The contract between the Newspaper Guild of Philadelphia and Camden and the Philadelphia Record-Examiner on April 8 when the Guild and management failed to come to terms over its renewal.

Announcement of the contract's lapse was followed by a unit meeting at which the Record staff unanimously instructed its negotiating committee to stand behind the original demands.

Although these included the stepping up of minimums, the committee was instructed especially to insist upon a 10 per cent increase for all workers not otherwise raised and the universal five-day week.

The management already had offered to raise the minimum for photographers and reporters—now \$40 a week after four years—to \$50 after five years.

Members of these groups declared at the unit meeting that they would reject this considerable advance unless the rest of the shop benefited at least by a 10 per cent increase.

About 80 per cent of the editorial staff of the Record has been on the five-day week since the inception of the Guild. The management has indicated its willingness to extend the five-day week to the remainder with the exception of certain workers in an executive capacity.

The Record, which is published by J. David Stern, was one of the first newspapers to sign a Guild contract. Until this year comparatively little difficulty arose in adjusting differences between Guildsmen and the management as time for renewal of the contract approached. The contract that lapsed was the third.

Chicago Gains

11 Staffs Benefit As Guild Expands

CHICAGO.—Already the American Newspaper Guild's second largest local, the Chicago Guild, with most of its members still not more than 100 days in the fold, continued late in April the increasing whirl of activity which had racked it with violent growing-pains since the first of the year.

The program included a new drive for organization expansion, city-wide Guild and unit elections to effect reorganization under a recently adopted Representative Assembly system, widespread collective bargaining activities, handling of another firing dispute, publication of a four-page printed "Chicago Guild News" of enlarged size, with a press run of 1,200, and preparation to elect and instruct a large delegation to the Convention.

Concentration on the last three major unorganized staffs of the city finally was begun after many previous postponements caused by demands upon Organizer Don Stevens of more critical situations here and in other cities.

The Daily News staff responded immediately with a strong influx, and majority enrollment is in sight there. Membership sign-ups rose steeply on the AP after the Watson decision. The Tribune staff's first call to anything other than a general Guild meeting has just been issued.

With eleven Chicago staffs having benefited greatly in pay and conditions by the Guild drive between Jan. 4 and April 5, the two Hearst paper units, American and Herald-Examiner, have now completed closed-shop contract proposals for boosting the end of their January policy statements.

\$1,000 for Defense From W-T Raises

More than \$1,000 was voluntarily contributed to the Guild defense fund by the staff of the New York World-Telegram in the first week of pay increases under the new contract.

The Unit voted the request. The response was enthusiastic. On the first pay day \$600 was contributed by 122 members and non-members of the Unit within a few hours.

Gannett Agrees

Rochester Guild Gains Better Conditions

ROCHESTER, N. Y.—A \$45 minimum for editorial workers of five years' experience was agreed to by the Guild, the management introduced a six-day, 40-hour week for city editors, news editors, Sunday editors, society editors and editorial writers, but will pay them overtime.

Minimums for the writing staff start at \$20 and step up \$5 a year; office boys—\$12 at start, \$15 after six months; stock-ticker machine operators—\$18 minimum; head librarians—\$35; assistant librarians—\$15 at start, \$25 in fourth year.

The Guild did not get the minimums asked nor the differential for night workers which was included in its original demand for a contract and preferential shop.

The Gannett agreement marks an advance over the Rochester Journal (Hearst) agreement which sets a \$40 minimum for five-year men and which puts the five-day, 40-hour week in vague terms, riddled with exceptions. The Hearst terms were a handicap in the Gannett negotiations.

2 MORE S-H PACTS

Washington and Buffalo Guilds Complete Negotiations—5-Day Week a Feature

Two new contracts with Scripps-Howard papers, one with the Washington Daily News and one with the Buffalo Times, were signed in the last fortnight. Ten papers of the chain are now covered.

WASHINGTON.—The Washington Daily News, local Scripps-Howard newspaper, has entered into a contract with the Washington Newspaper Guild, providing for a 5-day 40-hour week and a scale of minimum wages ranging from \$25 to \$45 per week. The main provisions include:

Minimum salaries: during the first year of experience, \$25; during the second year, \$30; third year, \$40; and after three years of experience, \$45. The office boy minimum is \$15. A boy may be assigned to the duties of a "cub" for six months at \$20 per week, but after six months must be paid the \$25 minimum for a beginner.

Overtime shall be compensated for by equal time off, accumulated overtime at the termination of service to be compensated for in a lump sum at the regular rate.

Dismissal indemnities are at the rate of one week's salary each year, plus one week's additional salary. Total years in editorial work in Scripps-Howard organizations, including United Press and NEA, are counted.

L. A. GUILD ASKS RISES

Pact Offered To Hearst Aims At Full Program

LOS ANGELES, Cal.—A Guild contract that sets a new high in completeness for the West and many other parts of the country was presented to the Los Angeles Evening Herald and Express (Hearst), the paper with the largest daily circulation in this region, on April 18.

The draft embodies full Guild principles, including Guild shop, five-day, 40-hour week, time off for overtime or compensation, salary minimums covering office boys, librarians, morgue workers and others and raising up to \$65 a week in cases of reporters, rewrite and copy desk men and photographers, and other protective provisions.

Restoration of all wage schedules prevailing prior to three blanket reductions of 10 per cent each, made subsequent to Jan. 1, 1935, and an increase of 10 per cent for all employees whose present salaries would not be increased under the agreement, are also asked.

Other notable provisions are: Publisher to maintain staff of which not more than one-third receive less than \$55 weekly.

Right of employee to write articles, or take pictures, or make drawings for non-competitive publications, or to prepare radio broadcasts, or to broadcast for compensation on their own time.

Compensation for any material that staff writers, artists or photographers prepare that publisher signs.

Reimbursement for damage to clothing, personal effects, or professional equipment on assignments.

Automobile travel expenses of 10 cents per mile.

Dismissal indemnities of two weeks' pay for each year of service up to eight years and one week for each year of service from 8 years up to 12 years.

No deductions for time off for illness.

Vacations varying up to four weeks for five-year employees.

No reporter shall do the work of a non-reporter.

All existing benefits and privileges are retained.

Two weeks' vacations with pay are provided for. Time off may be added to vacations by mutual agreement. Sick leave shall be granted with full pay and no deductions shall be made from accumulated overtime on account of sick leave.

Except as authorized by the unit standing committee, no reporter shall be required to act as a photographer and no photographer as a reporter.

No employee writing over his own signature shall be asked or expected to conform to the paper's editorial policy at the expense of his own convictions.

A unit standing committee is to maintain observance.

The contract also includes a provision to the effect that nothing in it shall be interpreted as impairing the right of the management "to decide and express its editorial policies."

Lowell Mellett, publisher, signed the agreement with the Guild negotiating committee one hour before leaving for a trip to the Orient. The local management was continually advised, during the progress of the negotiations, by Roy W. Howard, Scripps-Howard head.

San Antonio Guild Orders Negotiations

SAN ANTONIO, Texas.—The San Antonio Guild has authorized its executive board to open negotiations for a contract with William McIntosh, publisher of the Light, only Hearst paper in Texas. All staff members have signed authorizations, including some who were not Guild members.

At the first meeting presided over by William B. Arnold, new president, on April 18, the Guild authorized presentation of a list of violations of a bulletin board agreement posted by the Light management in January.

Violations include wage scale abrogation and summary dismissal of Mrs. Clara C. Panoast, for several years, society editor and charter Guild member.

An organization drive is being pushed on the other dailies, the Evening and the Express.

Since the Supreme Court upheld the Labor Relations Act San Antonio membership has risen about eight per cent.

Editorial employees shall not be required to handle copy, etc., or pictures furnished by a newspaper, syndicate or press association on which strike conditions prevail.

Minimum salary schedules shall be subject to readjustment with reductions of 10 per cent each, made subsequent to Jan. 1, 1935, and an increase of 10 per cent for all employees whose present salaries would not be increased under the agreement, are also asked.

Protection against discharge, except for certain causes.

Musicians Union Helps

The Los Angeles Guild is being assisted in the negotiations by J. W. Gillette, business agent of the Los Angeles Musicians Union. Other negotiators are Roger Johnson, president of the Los Angeles Newspaper Guild; Ralph Lynd, chairman of the Guild; Milton Palmer, chairman of the Los Angeles Daily News Unit; and George R. Rogan, official observer for the Herald and Express staff.

Frank F. Barham, publisher, and three other officials represented the management.

Some interesting developments preceded the presentation of the agreement for consideration.

"Quadruple" Epidemic Stopped

It had been common knowledge that the Guild unit was about to submit one. While the draft was being prepared by Carey McWilliams, counsel, one and three-year contracts embodying increases in pay were offered members of the staff. These, except in a few isolated cases, were rejected.

In consequence, a letter, signed by Ralph Springer, chairman of the Herald and Express unit; P. M. "Slim" Connelly, W. W. Ferguson and George R. Rogan, vice-president of the Guild, was sent to Barham, notifying him that a Guild agreement was being drawn up and reported.

The publisher promptly replied he would be glad to meet the representatives of the Guild when the agreement was ready. No more contracts were offered.

A few days later the presentation took place.

ANG and Book Guild Join To Sponsor Boston Show

BOSTON.—A "Guild Night" at Pops, Boston's annual series of popular spring concerts in Symphony Hall, will be sponsored by the Boston Newspaper Guild, in conjunction with the Boston Book and Magazine Guild on May 23. To the accompaniment of light classical music and musical comedy hits, patrons of all walks of life sit about tables in beer garden style.

Wants to Start Parleys

WASHINGTON, D. C.—The Star unit on April 22 directed that negotiations be started with the management for a Guild contract. The unit's action had the unanimous backing of its 65 members.

The Star is the only Washington newspaper with which the local Guild does not have a working arrangement. The unit expects membership of 75 or 80 within a short time.

PACT WON IN NEWARK

Star-Eagle Gives Five-Day Week, Wage Boost

NEWARK, N. J.—A contract between the Negotiating Committee of the Newark Guild and H. J. Auth, representing the management of the Star-Eagle, a Paul Block paper, was signed on April 27, setting up salary minimums ranging from \$25 to \$50 a week for newspapermen with five years' experience on the city staff and from \$20 to \$40 for men with four years' experience on the suburban staff.

The five-day, 40-hour week is included for all except five department heads. The agreement also provides for dismissal indemnities up to 24 weeks' pay for fifteen years' service, sick leave with pay as in the past, two weeks' annual vacation, standing committee appointed by the Guild, a clause excusing editorial employees from handling struck work or work destined for struck departments, and a provision that a man shall not be required to work at the same time as reporter and as photographer.

Salary increases ranging up to \$15.50 a week took effect with its signing. The total payroll increase was estimated at close to \$500 a week.

A strike vote was scheduled to be taken at 6:30 p.m. April 22 because of the unit's opposition to four points which it considered objectionable and which the management wanted inserted in the draft. These were: the four points, and the Guild accepted the fourth, which was the exception of five men from the five-day week.

The contract makes the Guild the representative of all editorial employees except the managing editor. It does not include the Guild shop.

The main points were accepted by the unit before drafting of the contract was begun. In the drafting the management insisted on qualifying the sick leave provision in such a way as to give it arbitrary determination of duration of sick leave instead of basing duration on past policy. It also wanted to specify that accumulated overtime at time of termination of service be paid only if the employee had not taken the overtime "through no fault of his own."

Accumulated overtime, not to exceed two weeks, may with consent of management be added to annual vacations. Also employees may be granted leaves of absence for extended periods without losing their continuous service standing.

Severance payments range up to 24 weeks' pay after more than 15 years' service.

The negotiation committee had as advisers members of the Indianapolis Typographical Union, and Carl Mullin, president of the State Federation of Labor.

Enrollment of editorial workers in the Indianapolis Guild is about complete in the Times, the United Press, the International News Service, and the Star. Additional members are coming from other publishing groups of the city.

Cartoonists' Guild Starts Membership Campaign

A national drive to organize the creators of cartoons, "gag" drawings and comic strips was launched by the Cartoonists' Guild of America recently.

The Guild moved into permanent headquarters at 48 West Forty-sixth Street, New York City.

Ned Hiltz, Guild president, estimates that about 2,000 newspaper and magazine cartoonists throughout the country, and more than 200 in New York, are eligible to join the CGA. The purpose of the group is "to promote the welfare of cartoonists culturally, fraternally, economically and socially."

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FLUSHING STRIKERS TIGHTEN UP SIEGE

Increased Vigor Marks Fight On Journal

The strike against the North Shore Daily Journal of Flushing, L. I., is continuing with increased vigor and enthusiasm following the publisher's withdrawal of a claim for \$50,000 damages against the four major newspaper unions involved.

The four striking unions are carrying on all their activities, which have eliminated most of the local advertising and have closed up most of the news sources.

Morris Watson, whose case against the Associated Press was upheld by the Supreme Court in the Wagner case, recently headed the roving picket line, which has been a feature of the strike.

Trial of the Journal's suit for a permanent injunction to stop all strike activities ended after the paper had completed its side of the case. The suit seeks to stop the Guild, the Typographical Union, the Pressmen's Union and the Stereotypers' Union from picketing advertisers.

Judge Alfred J. Talley, chief of counsel for the unions, contended that the Journal had offered no proof of illegal acts by the strikers and so was not entitled to the injunction. The Guild was represented by Osmond Fraenkel and Abraham J. Talley, who concurred in Judge Talley's decision not to offer any defense testimony.

Justice Mitchell May, who heard the case in Special Term of the Supreme Court in Jamaica, ordered briefs filed May 5. His decision is expected a few days after that date.

Indianapolis Pact Provides for Leaves

INDIANAPOLIS, Ind.—The Indianapolis Guild's contract with the Scripps-Howard Times, signed on April 12, was the first in the State for editorial employees.

Minimum salaries range from \$15 up to \$40 for three-year men. An intermediate step between copy boy and beginner, known as a cub reporter, in which a trainee may stay not to exceed six months, was set up at a \$20 minimum. The 5-day, 40-hour week is included.

Accumulated overtime, not to exceed two weeks, may with consent of management be added to annual vacations. Also employees may be granted leaves of absence for extended periods without losing their continuous service standing.

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S-H Offers \$30 For 3-Year Men

Try Low-Scale Contracts on Two Guilds

The contract in El Paso has been signed, with a top minimum of \$35, and 5-day, 40-hour week.

Scripps-Howard papers in Birmingham, Ala., and El Paso, Texas, are offering Guilds in those cities contracts with salaries and other conditions considerably inferior to those established on other papers of the chain.

In both cities the managements are trying to write six-day, 44-hour weeks in the contracts, and the top salary minimums are \$35 after five years in Birmingham and \$30 after three years in El Paso. The Birmingham management wants the right to appoint office boys as reporters at \$12.50 a week, while regular copy boys would receive \$10. In El Paso copy boys' wages would be \$8.

The Birmingham management also seeks the right to fire without dismissal indemnity for "wilful neglect of duty, drunkenness or acts involving moral turpitude," and also to prohibit staff members from engaging in commercial radio work without management consent.

Both Guilds are insisting on better terms.

These two contract efforts are among several now in progress in the ANG. "The Cincinnati and Toledo Guilds are negotiating with their Scripps-Howard papers; the San Antonio (Texas), Los Angeles and Pittsburgh Guilds have come up with Hearst papers, and the Star unit of the Washington Guild has just directed that negotiations start with its management."

Twin Cities Guild Favors CIO and AFL Conciliation

MINNEAPOLIS, Minn.—Twin Cities Guild delegates to the Central Labor Union here have been instructed by the Guild quarterly meeting against taking sides in the controversy between the CIO and the AFL of executive council, and to work for conciliation.

The question of support for the Committee on Industrial Organization and the American Federation of Labor has arisen several times in the Central Labor Union, but until now has been settled.

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BUILDING

This Whizzing Year; A Retrospect Raises Question, What Next?

By JONATHAN EDDY

THIS morning I came to the office a few hours early in the hope of at last getting to work on a draft of the IEP's annual report before the mailman should arrive. I thought a file of the Genu Barometer for the past year would be helpful, but after browsing through one I am more appalled than ever. Could so much have happened in one year? Look at this June 1, 1936, front page! Has less than one year passed since we were up to our ears in the Milwaukee strike, since we were wondering how the Convention vote on affiliation with the American Federation of Labor would come out?

In the June 15 issue I find myself writing: "Discussion of the principles of trade unionism will have its place for some time to come, but our recent Conventions seem to have settled rather definitely the two main issues: our organizational relation to the rest of the labor movement and what type of union we shall be." The born optimist!

"Strike Adds to Worries of the News" reads the head on the lead story of July 1. And a box adds "Query on Strike Ignored by Landon."

The July 15 number had a nice selection of heads: "A.P. of L. Council Votes on Charter"—"Court Orders Watson Reinstated"—"Seattle Hearst Paper Fires Guild Man; Labor Backs Reinstatement Demand."

Behind Our Amazing Growth

In the remote past of ten months ago the Genu Barometer carried a dog-eat on the front page, reading, "Double the Guild This Year!" And we've doubled it!

On Aug. 1, "Green Announces Our Affiliation"; and "Landon Snubs Guild Queries." Aug. 15, "Wisconsin News Loss Growing in Milwaukee." Sept. 1, five-column banner, "Seattle Hearst Strike in Deadlock." In the following issue, "The Wisconsin News Signs." On Oct. 1, "Peoria Fight Is Settled; 2 Men Back." On Oct. 15, 1936, the Genu Barometer carried a bold-face editorial on the front page headed "It's Time to Bargain! That's the Way We Will Grow." In the two ensuing issues the Seattle strike is still very much on, collective bargaining is under way here and there but—"Accord" to End in Cleveland?

"Newspaper Profit Near Boom High," read a five-column banner inside. The leading heads in the Dec. 1 issue were big and black, "SEATTLE STRIKE IS WON; BIG GAINS ELSEWHERE." In the same issue, this "column," dated from Tampa, Fla., was sub-headed "Fight for AP of L. Unity on Progressive Lines."

Contracts, New Basic Struggles

The next issue, Dec. 15, had so many contract signatures (to report that they were not covered individually in the headlines. Also, however, the ANPA were stepping into the picture with a rally to reform their lines. Nevertheless, there appears all the way across the front page in the Jan. 15 number, "Howard Opens Way for Guild Pact; Hearst Services Set Up New Scales." Mrs. Franklin D. Roosevelt smiles on the front page, her picture captioned as "New Member." Most of that issue is given over to negotiations under way and contracts completed.

But the fight goes on: In the next issue "Four Unions Join Against the North Shore Daily Journal." In fact, it grows grimmer as the Scripps-Howard units line up for united demands.

After that, events become close at hand—an ever-increasing number of contracts, and, at the same time, strikes still continuing for basic principles, Scripps-Howard papers signed up with open shops, Watson restored to his job by the Supreme Court, and through it all membership rolls increasing at a pace never before approached.

Where shall we be a year from now?

CONVENTION DRAWS NEAR: TIPS FOR DELEGATES

St. Louis Seeks Huge Turnout; Statler Hotel Picked; Low-Priced Spots Near

St. Louis Prepares

The St. Louis Guild, host for the ANG's fourth annual Convention to be held from June 7-12, is out to make it the largest and most enthusiastic in the Guild's history, according to Wayne Parker, chairman of the convention committee. Plans for the comfort and entertainment of delegates and their wives are already well developed and the committee is beginning to send out details on where to stop and how to get there.

In view of the Guild's huge growth, the Convention seems certain to come up to the St. Louis expectations for size. The problems growing out of the intensive bargaining of the last year, as well as labor developments in general, promise to give it great importance. And St. Louis is going to look after at least part of the enthusiasm.

Convention sessions will be held in the Statler Hotel, in the St. Louis downtown district, which offers a Convention rate on rooms starting from \$2.50 for single rooms and \$4.50 for double. Delegates are urged to reserve their rooms in advance to obtain the rate. Those who do not wish to stop at the Statler are recommended to the Mayfair, also a first-class hotel, directly opposite the Statler. The Mayfair furnished the St. Louis executive board free meeting rooms for some years. Both hotels are air-conditioned—a fact worth underscoring heavily, Parker indicates.

Popular-priced luncheons and dinners are to be obtained in the Statler's coffee shop or in the cafeteria and there also are many suitable restaurants near the hotel serving

complete dinners for as low as 50 cents.

Plenty of Local Color

Delegates in search of entertainment will find plenty of local color only a few blocks from the convention hotel, on the St. Louis river-front, the busiest river port in America, or so we are given to understand, along which are found innumerable Bohemian cafes.

Other attractions in the city include the Historical Museum, housing the Lindbergh trophies, and the Municipal Opera, which is presented on a hillside, on a tree-shaded stage, to 8,000 to 10,000 persons nightly. A half day's automobile ride from the city are the Ozark Mountains, noted for their picturesque scenery, fishing and swimming. (To read Parker, you would think he didn't know ANG delegates never got out of the hotel.)

Among the planned entertainments for all delegates is a dinner-dance to celebrate Guild progress during the last year, at which it is hoped to honor Guildsmen who have been on strike in the Guild's history. The St. Louis local will hold open house with free beer and "other diversions," Parker says, on nights when no formal entertainment has been arranged.

Registration fees of \$5 for each delegate and \$3 for each alternate

Going to St. Louis? Let Guild Know

To facilitate arrangement of a Convention program, Guilds planning to be represented at St. Louis are asked to inform the Convention Committee of the number of members in their delegations. Local will receive further Convention information in bulletins direct from St. Louis. Inquiries should be sent to the St. Louis Newspaper Guild, Room 315, DeSoto Hotel, St. Louis, Mo.

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ANG-Dodge Book Contest Choices Before Publisher

The book contest which the ANG sponsored last year with the Dodge Publishing Company is in the final stage, the judges having recently reported their agreement on the choice to the publisher. Some staff changes have delayed the publisher's decision, which is expected shortly. The judges are Lewis Gannett, book critic of the New York Herald Tribune, and Heywood Brown.

The contest, which was held in the ANG's name, was a success in many ways. It was the first time the ANG had sponsored a book contest.

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Still Bigger

The Post-Gazette gave as the reason for the dismissals the abolition of district police beats in the interest of economy. The Press gave as its reason its belief that the dismissed employees were not able to earn the minimums stipulated in the contracts.

The executive council of the PNC has taken the stand that the firings were not for incompetency, but to avoid the outlay of money which the publishers contracted to spend.

See Move to Smash Guild

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2 Guilds Chartered, Three Apply

Two new Guilds, Lincoln (Neb.) and North Bay (Cal.) have just received charters and three other charter applications are before the IEB. The North Bay Guild, organized by Charles L. Irvine, Northern California Guild organizer, will have jurisdiction over the three counties of Contra Costa, Solano and Napa.

Houston (Texas), with sixty members, is the largest of the three charter applicants, which include Chattanooga, Tenn., and Calumet—district in Indiana. Calumet has twenty-five members and includes a majority of the staffs of the Gary Post-Tribune and Hammond Times.

The Guild was formed by Organizer Don Stevens and takes its name from a steel mill district. Its jurisdiction includes Calumet City, East Chicago, Hammond, and Hammond Times.

They challenge strongly the unity of the Guild itself. These dismissals vitally concern not only members of the units concerned, but every Guild member in the City of Pittsburgh.

We wish to say that this stand taken by your Executive Committee was joined in by representatives of a number of mechanical unions.

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7 FIRINGS AROUSE PITTSBURGH GUILD

Two Papers Make Discharges Directly After Signing Contracts—Use Higher Expenses As Excuse

An apparent desire by publishers to dampen the enthusiasm of their employees for Guild contracts is seen in the dismissal of seven editorial workers from the Pittsburgh Press (Scripps-Howard) and the Post-Gazette (Hearst) within a fortnight after the signing of Guild agreements.

Of the seven, six were Guild members in good standing and three of that group were very active during contract negotiations. Their years of newspaper experience assured each of them wage increases under the terms of the contract.

The executive council of the PNC has taken the stand that the firings were not for incompetency, but to avoid the outlay of money which the publishers contracted to spend.

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The executive council of the PNC has taken the stand that the firings were not for

IEB POLICY WINS MANY

Stand on Labor Crisis Is Widely Hailed—Chicago Dissent

Generally cordial replies have been received from international union, state federations and city central bodies in response to the declaration of policy on the present crisis in the labor movement issued by the IEB at its meeting on March 26. Pamphlets containing the statement were mailed to unions throughout the country, with the request that it be read at the next full meeting of the organization.

Woodruff Randolph, secretary-treasurer of the International Typographical Union, congratulated the IEB for "doing the Labor Movement a distinct service." Special appreciation was expressed from Levin R. Kuenell, secretary-treasurer of the American Federation of Teachers, who noted the similarity to his union's position. The Keokuk (Iowa) Trades and Labor Assembly went word that it was following a similar policy.

Glillespie in Accord
Samuel P. Glillespie, general secretary of the United Wall Paper Crafts of North America, is "heartily in accord."

The statement will be read at the International's annual convention and also before the Convention of the Texas State Federation of Labor, both to be held in May. It will also be presented at the next sessions of the executive bodies of the International Photo-Engravers Union and the International Union of Mine, Mill and Smelter Workers.

A note of dissent was sounded by John Fitzpatrick, president of the Chicago Federation of Labor, who wrote that the statement would be submitted to the A. F. of L. for advice and guidance.

Executive Secretary Eddy replied: I am sure that you and the great local federation of which you are president are sincerely concerned, as are we, for the restoration of "loyalty and unity." But, in stating that you are referring this "to the American Federation of Labor," you do not make clear whether you consider the membership of the American Federation of Labor constitutes the American Federation of Labor.

As we all know only too well, more than one million organized members thereof were deprived of their votes at the convention in Tampa, at which President Green and other members of the Executive Council were re-elected. Only by that illegally denying one-third the membership of their votes were the Executive Council assured of their own re-election.

Since it is this very act, this invasion of democracy within the American Labor movement, which stands in the way of unity and obstructs the greatest organization drive we have seen, I trust that it is not merely the Executive Council you have in mind when you speak of "submitting same to American Federation of Labor." If this question could be submitted to the American Federation of Labor, we should find it overwhelmingly in favor of the present organization drive, of progress, of unity, of loyalty to the interests of wage earners. But to submit it to the very ones who oppose the drive in the basic industries would hardly constitute an objective approach.

He added that the declaration had already been sent to President Green by the Guild itself.

NEW YORK RESTAURANT

PIROLE now at 111 W. 45th—Famous for French specialties. Lunch 55c. Parian dinner \$1.00. Wines and Liquors. Tel. BR. 9-6816.

Light Shed On Hearst Finances

Statement Filed With SEC Gives Glimpses Of Earnings and Newspaper Structure

By a Financial Reporter

The Hearst organization is now engaged in a large scale financial program, a \$12,000,000 debenture issue having been registered with the Securities & Exchange Commission for Hearst Magazines, Inc., and a \$22,500,000 issue for Hearst Publications, Inc. The lengthy statement filed with the Commission gives illuminating glimpses of the Hearst newspaper structure and financial returns.

When and if these bonds are sold, another and probably larger issue will be registered for Hearst Consolidated, which represents another group of enterprises. The purpose, in a general way, is to repay the heavy debts accumulated in the process of expanding the enterprise.

Directly or through subsidiaries, Hearst Publications publishes the Los Angeles Examiner, Oakland Post-Enquirer, San Francisco Call Bulletin, San Francisco Examiner, Seattle Post-Intelligencer, Los Angeles Evening Herald & Express, Chicago Evening American, Detroit Times, Pittsburgh Sun-Telegraph and American Weekly and Puck.

Through subsidiaries the company operates two radio stations, KPHB in Los Angeles and WCAE in Pittsburgh.

Papers Just Transferred
Until March 29, the Chicago American, Detroit Times, Pittsburgh Sun-Telegraph and American Weekly were owned by Hearst Consolidated. On that date Consolidated sold the papers to Hearst Publications in exchange for \$38,738,900 additional. Hearst Publications stock.

Before this transfer Hearst Publications had \$20,000,000 stock outstanding. After taking over these properties from Hearst Consolidated, Hearst Publications expected to pay immediate debts of the papers from the proceeds of the debenture issue contemplated.

The Dec. 31 balance sheet of Hearst Publications shows total resources of \$82,341,028. On the asset side, \$38,114,542 represented "Circulation, Press Franchises, Reference Libraries, Etc." and \$37,336,984 debts from affiliated companies. Of this \$32,181,293 is due from American Newspapers, Inc.

Profits Listed
William Randolph Hearst owns 95.71 per cent of the stock of American Newspapers, the rest being held by himself as trustee. Through a series of 100 per cent stock ownerships American Newspapers owns the Hearst Corporation which owns Hearst Publications. However, control does not depend from parent to subsidiary but, according to the registration statement, separate units are operated "from a practical standpoint as though they were branches."

Texas Federation Head
Is San Antonio President
SAN ANTONIO, Texas—William B. Arnold, president of the Texas Federation of Labor and editor of the Weekly Dispatch, trade journal, has been elected president of the San Antonio Guild.

Arnold, approached after the local officers had ascertained his eligibility to serve from national headquarters, expressed his willingness to serve "if the boys will stand right behind me."

Arnold is a member of the Typographical Union and a force in state labor.

Newsworkers Co-operate

Guidelines will be recommended to fill vacancies on the Milwaukee Leader as they occur in the future, as the result of a recommendation by Newsworkers' Union No. 9 to the publisher. The union, one of the two remaining newsworkers' unions in the country, has no unemployed members. Its contract with the Leader is up for renewal.

By a Financial Reporter

divisions of a single business... Operating profits of the papers follow:

Los Angeles Examiner \$786,749 \$887,540
Oakland Post-Enquirer 105,695 96,402
San Francisco Call Bulletin 137,133 88,731
San Francisco Examiner 977,973 954,379
Seattle Post-Intelligencer *12,742 *101,963
Los Angeles Herald & Express 1,193,235 1,332,993
Chicago Evening American 1,146,191 148,245
Detroit Times 619,799 734,429
Pittsburgh Sun-Telegraph 461,349 365,528
American Weekly 3,222,656 2,999,292

* Loss.
Among contracts of the company or separate newspapers and executives is that with John Boettiger, publisher of the Seattle Post-Intelligencer. It runs for three years, starting Nov. 25, 1936 at \$30,000 annually, plus five per cent commission for all improvement in the paper's profits above basic loss of \$200,000 a year.

An Insurance Co.
"Top salary of all executives in this corporate group is that of Dr. Frank Barham, publisher of the biggest money-maker in the group, the Los Angeles Herald-Express. Increased just about \$25,000 in the last two years, his salary is now \$93,000 plus a \$42,000 cut on the profits of the insurance company which insures most of the properties listed. His partner in the insurance business, Hearst, takes \$26,000 out of this same division, having the short end of a 60-40 division of the insurance proceeds which totaled \$70,000 in 1936. Other contracts are with:

Bartlett P. Guild, business manager "for any newspaper corporation in which William Randolph Hearst may have an interest" for three-year period expiring Dec. 31, 1939 at \$41,000 per annum, plus three annual bonuses to total \$20,000.

Walter J. Parker, circulation manager of the Chicago American or any other Hearst paper, at \$400 per week.
Morrill Goddard, in editorial capacity for American Weekly, \$3,000 per week.

Ad Executive's Melon
Mortimer Berkowitz, American Weekly executive, for three years ending Dec. 31, 1938, at \$1,000 weekly, plus 5 per cent of net advertising revenue in excess of \$5,500,000 during the first and \$6,000,000 during the second and third years. (In 1936 net advertising revenue was \$9,587,162, so that 5 per cent on difference indicates an extra of more than \$200,000.)

Edgar M. Swamy, American Weekly western ad representative, for year ended April, 1937, with one-year renewal option by publisher, at \$1,000 a week plus 3 per cent of advertising secured and retained by Swamy, and 2 per cent on advertising retained only in the San Francisco Examiner, Los Angeles Examiner and Post-Intelligencer.

Albert E. Dale, Pittsburgh Sun-Telegraph, for period from Oct. 1, 1936, to May 31, 1940, in editorial capacity at \$400 weekly, plus bonuses of \$1,000 for each 2,000 increase in net paid circulation.

Bucking Detroit News
Royal Daniel, Jr., Detroit Times, for two years ending Sept. 31, 1938, at \$350 a week, plus the bonus of \$2,500 "if and when during the term of the contract the total net paid daily circulation of the Detroit Times exceeds that of the Detroit News in the amount of 10,000 copies as shown by six months' Publishers Statements to the Audit Bureau of Circulation." He is to get \$2,500 when Times circulation reaches that of the News and \$25,000 when the Times exceeds the News by 50,000. (A.B.C. figures for six months.) Hearst Publications hires Paul

Block & Associates to solicit ads, paying 11 per cent on all foreign advertising, whether obtained by Block or not. Block is the sole ad representative on foreign ads for San Francisco Call-Bulletin.

King Features in 1936 sold \$2,103,009 features to Hearst-controlled and \$3,580,420 to other companies. Respective figures to Hearst controlled and non-affiliated companies for other services were: INS, \$840,281, \$1,708,394; Universal, \$662,135, \$267,033; International News Photos, \$331,272, \$308,852. King Features also is the buying agent for ordered stories. In 1936 it billed \$1,191,123 such stories to Hearst papers.

55 Reserves for Label Suits
All label suits are handled by General Legal and Label Office, which provides defense services to the Hearst papers, allocating the expenses by assessment. Each paper carries a nominal label reserve of \$5, regardless of the suits being pressed.

Registration statement notes that the Seattle strike caused the suspension of the Post-Intelligencer from Aug. 12, 1936, to Nov. 20, 1936, and that the strike was settled "with revised wage scales and working conditions."

Libel actions by Dave Beck, Seattle labor leader, arising out of statements made in connection with the P-I strike are listed against Hearst Corporations, one for \$250,000, arising out of broadcasts over Radio Stations KOMO and KJR, and one for \$400,000's damages arising out of broadcasts over Radio Station KOI.

Some of the effects of the Post-Intelligencer strike are shown in the financial statement of that paper for 1935 as compared with 1936. Net circulation revenue dropped a third, or \$362,783; net advertising revenue dropped more than a fifth, or \$204,100; and the annual net loss of the paper "was more than double" or \$401,903.

A question which was the source of great speculation during the Wisconsin News strike is finally settled by the registration statement. The Milwaukee Sentinel, ostensibly a Paul Block publication, edited and printed in the same building as the Wisconsin News, is in reality a Hearst owned property under lease to Block.

(The Hearst financial set-up is pictured in some detail in the April 26 issue of Time.)

Join the Reporter's Private War!

This is a circulation war and it does NOT call for button-belling the neighbors.

We want to see that every issue of this Reporter reaches every name on the mailing list, we hear that it doesn't. Usually we hear this from X, who heard about Y from Z, and that doesn't solve the problem. We now receive an average of 500 changes for the mailing list each issue—new members, new prospects, changes of address—which gives you an idea of the circulation problem.

These changes come from local secretaries or from the post office, which notifies us about address changes—at 3 cents per. But most changes don't all come in straight. Take today, for example. One delivery brought in eight notices which local postmen had made out. Of these, four showed that the member had left no forwarding address. Well, we used to write the local secretary—3 cents out for ANG and 1 cent for the local if the secretary answered. He seldom did, so we gave that up and just waited. Now Guild routine is better established, and we are trying again.

On top of all this, the actual mailing of the papers is complicated because it has to be done by outside firms for purposes of economy—to save on space, equipment and personnel. One company has addressing machinery to prepare the name plates and stamp the wrappers. The printing company does the wrapping and delivers the papers—15,000 of them—to the post office. Then the postman does his part.

You can see that there are enough ones to go wrong right here in New York without a local member getting out of hand. So here is what we need to keep the machinery running smoothly, and to know what to fix when it breaks down:

1. DON'T MOVE WITHOUT SENDING YOUR FORWARDING ADDRESS PERSONALLY TO ANG HEADQUARTERS (That also saves Guild money).

2. If you ever miss a copy, send us full particulars right away—the specific issues you missed; whether you had moved, and if so, what you did about a forwarding address. If you hear of anyone missing issues, tell him to write us. Don't spare us the bad news! We WANT to know.

HONOR PAID ARMSTRONG

Board Recognizes Loss of Loyal Member

The following resolution in tribute to Everhardt Armstrong was passed at the last IEB meeting:

WHEREAS, the sacrifices of Everhardt Armstrong in behalf of his fellow workers in the American Newspaper Guild are known to newspaper men and women throughout the country, and

WHEREAS, the diligent work and the steadfast devotion of Brother Armstrong to the cause and principles of the labor movement were vital factors in the success of the Newspaper Guild's strike against the Seattle Post-Intelligencer, through which the determined resistance of William Randolph Hearst to the organization of editorial workers was battered down, and

WHEREAS, the death of Everhardt Armstrong came at a time when that publication was refusing to reinstate him to his position as drama critic, contrary to the law of the land and the order of the National Labor Relations Board.

THEREFORE, BE IT RESOLVED that the International Executive Board of the American Newspaper Guild, in behalf of its entire membership which benefited from the struggle in which Brother Armstrong prominently participated, hereby expresses its recognition of the distinct loss which his death has caused the labor movement and deep regret over the passing of one of its most courageous and loyal members, and

BE IT FURTHER RESOLVED, that the Executive Secretary be instructed to send copies of this resolution to the Seattle Newspaper Guild, the Seattle Central Labor Council, and to Mrs. Honor Armstrong.

Gift to Milwaukee Guild
An autographed copy of "A Time to Remember" was presented to the Milwaukee Newspaper Guild by its author, Leane Zugmish. The fly leaf is inscribed: "For the Milwaukee Newspaper Guild and the battle it waged to advance the economic well-being of its members and the battle it will always wage to foster friendly cooperation with all other workers." The publishers, Randolph House, added their "unqualified good wishes."

TOLEDO STAMPEDE SEEN IN REPORT

ANG Laws Were Flouted in Recent Signing of Block Pact, IEB Told

After an inquiry into the signing of the Toledo Blade and Times contracts, the IEB ordered that the following report be made and published:

To ANG-International Executive Board.

By request of the American Newspaper Guild, I visited Toledo twice. On Feb. 28, last, I acted adversely during formation of the Block Chain Council. On March 11 I advised with Toledo Newspaper Guild officials and members, with a Toledo Guild executive committee meeting and with a purported meeting of the Toledo Blade Unit, assisting Chairman Nathan Goldberg of the Block Chain Council in this task, concerning the then proposed Blade contract, and conveyed to them views of the IEB Employer Relations Committee, ANG Executive Secretary Eddy and other officials. From observation and information gained on the spot and since, I believe the following to be true:

1. The Toledo Guild was organizationally weak, largely because of its failure to conform to ANG constitutional and other principles and policies designed for strength.

2. The Block Chain management took advantage of that primary weakness to short-circuit the potential power of the new Block Chain Council by stampeding, through the two weakest units of the five in the chain, contracts calculated to undercut chain council objectives.

3. A majority of the Toledo Newspaper Guild Executive Committee not only passively and unwittingly but apparently to a considerable extent, actively and knowingly, aided the Block management in this maneuver, in open defiance of ANG laws and customs.

4. In no vindictive, but in a constructive spirit, the ANG should act to prevent such occurrences in the future by publicly fixing the responsibility in this case, repudiating the Blade and Times contracts, pointing out as a warning to other Guilds the errors last is inscribed: "For the Milwaukee Newspaper Guild and the battle it waged to advance the economic well-being of its members and the battle it will always wage to foster friendly cooperation with all other workers." The publishers, Randolph House, added their "unqualified good wishes."

ORGANIZATION WEAKNESSES
These included the fact the Toledo Guild Executive Committee was made up of the three officers of each unit, six Block employees (Blade and Times), and three Scripps-Howard employees (News-Bee), and it was undemocratically mandatory upon the general membership to "elect" the Guild general officers from among these nine.

Thus, the two Block units, with the poorest membership in good standing and morale, overwhelmed in official representation the unit with the best organization. So-called collective bargaining negotiations were carried on by the entire Executive Committee, without elected observers or any observers acting as such, with usually a historical participation by various unscrupulous fomenters of the management, and with an inclination by everyone present to talk with the management representatives.

Naturally, "own employees" of each management predominated in Block negotiations. Despite formal Guild affiliation with the Central Labor Council and some contact with printing trader officials, there was little evidence of real cooperation with or reliance on the resources of the famously vigorous local labor movement, especially in the city's basic mass industries.

BLOCK MANAGEMENT MANEUVER
Paul Block, Jr., son of the publisher, allowed to hold Blade Guild Unit membership, obviously led the coup against the Guild. On March 4, while he was in or near New York City, the Block management of the Newark Star-Eagle flatly refused to

agree to sign a Guild contract if one were negotiated. Within twenty-four hours, young Block suddenly arrived in Toledo and rushed the unwilling Toledo Guild Executive Committee into immediate negotiations that night, March 5, with the Blade management, for a contract before the unit had asked one.

Over objections of at least one non-Block member of the committee, young Block was allowed, upon downright insistence of Block members, to act as "Guild representative" in the negotiations. He caucused with the Guild group. He later took part in the "unit meeting" that "accepted" the contract. The Executive Committee allowed management representatives to bind it to various promises, such as rapid negotiating, a quickly called unit meeting for ratification, suppression of a minority report by Laurence Buttenweiser and John Dunn against the contract's acceptance.

The Executive Committee allowed many persons on the Blade staff, either mere applicants for membership or members not in good standing and apparently some who never had applied for membership, to speak, move and vote in the crucial unit meeting. Despite formal regularity of signature, the Blade and Times contracts were handled as unit rather than Guild contracts. These company-unionish contracts, thus stamped through on two Block papers, one the richest in the chain, fell far below what the Toledo unit had agreed on as the Block Chain Council program and what the Newark and Pittsburgh units, with backing, might have led the way to. In several respects, they even battered away conditions already held by the Blade and Times staffs, notably part of the so-called Block dismissal scale won by Guild action in 1934.

GUILD OFFICIALS RESPONSIBLE
Such confusion surrounded these rushed negotiations it would be difficult to fix exact blame on individuals other than Paul Block, Jr., whose role was brazenly indefensible—though widely defended by Toledo Guildsmen—from any standpoint of ethics, good taste or obvious good faith.

Of my own knowledge, I know three chief persons were responsible. J. J. Flanagan, Guild unit president and unit chairman; Kenneth A. Hamel, Blade unit chairman; and Carl P. Adamshick, News-Bee chairman. Also strongly backing the play was Richard Overmyer, former Guild official, a Block employe, secretary of the Block Chain Council, correspondent for Editor & Publisher. The Guild Executive Committee, since slightly revised by elections, then included also Michael Desmond, Lester Hains, Millard Foreman, Ingrid Jewell, Frank Skeldon, Jr., and Laurence Buttenweiser. Buttenweiser, then News-Bee secretary and Guild treasurer and now News-Bee chairman and Guild treasurer, vigorously fought the management maneuver, as did John Dunn (of Loran lock-out fame), who was negotiator and is now News-Bee unit secretary. Signing the contract for the Guild were Flanagan, Jewell, Hamel and Adamshick.

The Executive Committee majority not only failed, but refused to: (1) influence the Toledo Block units to keep faith with the other Block units or even keep the other units and chain Council Chairman Goldberg promptly and adequately informed; (2) delay contract signing a reasonable time to allow pressure for better terms throughout the chain; (3) explore the labor movement for any other resources in any material way to bring about better terms for the membership, whose interests they represented; (4) inform promptly or fully the IEB of

Initiate UP Talks On National Basis

(Continued from page 1)

many views and suggestions of units and individuals submitted to them. It is believed to represent a reasonable consensus of what UP Guild members desire as the goals of negotiations.

Major points include the Guild, shop; week of five eight-hour days; and weekly minimums for newsmen with three years' experience ranging from \$50 during the first year to \$75 after the fifth.

The wage scale for beginners starts from \$35 during the first year and increases to \$40 and \$45 during the second and third years. An additional 10 per cent is asked for those whose working hours fall between 6 p.m. and 6 a.m. A wage rate of \$20 is requested for office boys, with a \$5 raise during the six months' training period as beginning newsmen.

Two weeks' dismissal pay is proposed for those with less than six months' employment to be increased to four weeks for every year or major part thereof. The vacation demand ranges from one week for less than six months' service up to three weeks and to four weeks after the tenth year.

Columbus Guild Elects Newton as President

COLUMBUS, O.—William Newton of the Columbus Scripps-Howard bureau has been elected president of the Columbus Newspaper Guild to succeed Frank Bear, news editor of the Columbus Citizen.

A seven-member unit has just been organized in the Scripps-Howard bureau.

Relations Committee or heed that committee's advice in any known degree.

Finally, it openly and with virtual contempt, throughout most of the whole episode, not only violated ANG law and policy, but defied the American Newspaper Guild, whose representatives acted with the utmost patience in attempting primarily to explain and persuade against betrayal of the interests of the Guild membership—the Toledo membership first of all.

RECOMMENDATIONS

These are simple and were stated largely in the numbered summary opening this report.

While every ground exists for suspension of the Toledo Newspaper Guild charter by the American Newspaper Guild, such action does not appear advisable from the standpoint of the best interests of the working newspapermen and women of Toledo, many of whom are loyal Guild members and many of whom, including undoubtedly many of their Guild officials, will certainly in time realize the errors made and seek to prevent and correct them in the future for their own protection.

To hush the matter up, however, would do a disservice both to them and to the Guild movement. On the other hand, friendly reorganization can best be effected without charter suspension or any compulsory action, but by a show of complete patience and generosity on the part of the American Newspaper Guild through assignment of an experienced organizer to help Toledo newspaper workers toward a better Guild and greater benefit therefrom. It also should be stated that there exists more than one other local Guild which has made some of the mistakes made in Toledo and could profit by this lesson if it is publicized. Toledo merely happens to be not the only but the worst example to my knowledge in recent Guild history.

It is further suggested that the entire incident be referred, as a basis for constructive measures in ANG laws and policies, to the 1937 ANG Convention committee on Constitution and on Employer Relations.

Fraternally yours,

DON STEVENS,
International Organizer.

ACTIONS OF I.E.B.

Budget of \$14,679.50 Adopted for Quarter—Further Reports on the March Meeting

Further actions of the International Executive Board at its sessions on March 26 and 27 in New York City, not submitted in the April 15 Guild Reporter, are covered on this page.

Present were Vice Presidents Ballantine, Klyman, Watson, Ashcraft, Homan and Mickelson; Executive Secretary Eddy; International Organizers Bill Davy, Morgan Hull and Don Stevens, and Clyde Beals, Guild Reporter editor. President Brown was present for part of the sessions.

BUDGET APPROVED
The budget for the quarter beginning March 1 as submitted by Treasurer Pasche was approved by the Board. The budget, to cover the months of March, April, and May, amounted to \$14,679.50. It allotted \$8,414.50 for headquarters' expenses, \$2,850 for organizing, and \$3,355 for the expenses of the Guild Reporter.

WHITE COLLAR ORGANIZATION
The Board endorsed the activities of local Guilds in promoting white collar organizations in their respective areas in association with other unions. It decided to appoint a committee of members outside the Board to investigate the attitude of other unions concerning white collar organization and the possibilities of support in many other jurisdictional matters and report as soon as possible.

ADMISSION OF APPLICANTS
The following resolution was adopted as representing the Board's understanding of the intent of the Constitution regarding acceptance of applicants for membership who have come from another city:

The IEB, mindful of the constitutional rights of locals and applicants for membership, to protect the Guild against invasions of people whose interests are opposed to the aims of the Guild, advises that all Guilds, before admitting to their membership an applicant from another city who has found employment in their localities, first communicate with the Guild in the city from which the applicant came, to ascertain his eligibility.

RELATIONS WITH ITU
The attitude of the International Typographical Union in strike situations was discussed. It was decided that the Board should report to the Convention on the ANG's experience, and that the Guild Reporter reprint a summary of cooperation between Guilds and Mechanical Unions.

CHARTER APPROVALS

Favorable action was voted on

showed the amount of wire service per capita collected since the last Convention, up to the end of February. It seems evident that considerably more has been spent on wire service organization than half the amount of such per capita. As the current wire service program of organization and collective bargaining develops, it should become necessary to spend still more in proportion, and the Board intends to make the money available to the best of its ability in keeping with sound Guild financing.

IN VIEW OF THE foregoing, the Board will not order the setting up of an earmarked fund, feeling that to do so would serve no useful purpose, while involving considerable additional bookkeeping work at a time when limited office facilities and personnel make it difficult to keep up with routine accounts and records of a rapidly growing membership.

The treasurer is at all times ready to answer reasonable queries from members or member locals as to receipts and expenditures.

Fraternally yours,
IEB FINANCE COMMITTEE,
per Victor Pasche, Treasurer.

charters for Lowell, Mass., Louisville, Ky., Birmingham, Ala., Belingham, Wash., Stockton, Cal., San Jose, Cal., Worcester, Mass.

TO ENCOURAGE CREDIT UNIONS
It was decided that the Board reaffirm its decision of the last meeting to encourage Credit Unions without the use of the name of the Guild.

ORDER NEGOTIATORS PANEL

The Board ordered that a printed manual for negotiators be prepared at once by the Guild and placed in the hands of all local negotiators.

CONVENTION PLANS

The Board set up a subcommittee to meet before the next regular session to go over the Board's report and issue a recommendation that it be approved, so that it could be printed in the Guild Reporter two issues before the convention. A draft of the report will be sent out to the Board, and if there are objections that seem to require consultation, there will be a meeting in Cleveland with Homan, Klyman, Eddy and Ashcraft present.

A Convention committee on the IEB's report was considered. It is to be a repository for matters which do not come under special headings, and to make a general recommendation on the report; and also a liaison committee with other Convention committees.

FOR MANDATORY BY-LAWS
After a discussion of the task of seeing that local constitutions and by-laws conform to the ANG Constitution, as the latter requires, the Executive Secretary to see that any local constitutions submitted for approval be read and to advise the Board and the local of any deviations from the International Constitution.

AFL-CIO STATEMENT
The Board's statement regarding the AF of L-CIO controversy was adopted as an expression of sympathy Broun reserving the right to change his opinion between then and June, in view of what might occur.

RECOMMENDATIONS ON AWARDS
The nominations received from various Guilds for the Standards and Awards Committee were considered and not sufficiently representative, and it was decided to report them to the Convention.

WIRE SERVICE FUNDS

The following letter, regarding wire service funds was sent to the Washington Guild by Treasurer Pasche on behalf of the IEB finance committee following the hearing on the subject at the March IEB meeting:

Dear Sirs and Brothers:

The IEB has directed the Finance Committee to give you the Board's reply to your query about a per capita collected from wire service members, as expressed in your letter of February 27 to President Brown, and explained further by Carlton Skinner at a Board meeting March 26.

While a majority of the Board felt that the adoption of the wire service report at the last Convention did not constitute a mandate to earmark dues or set up a special bookkeeping account, it accepted the Convention action as a clear call upon the Board to make money available for wire service organization as opportunities arise to spend money advantageously in such organization work. The Board has consistently recognized that obligation.

The April 1 issue of the Reporter

AD STAFFS INTERESTED

ANG Helps Efforts To Organize—New Unions in West

(Continued from page 1)

Representatives invited to the conference at ANG headquarters included William J. Farson, president of the Philadelphia Advertising Guild; President Charles P. Polk of the Philadelphia Newspaper Guild; officers from the Bookkeepers, Scribes and Accountants Union, and the Book and Magazine Guild of New York, together with several individuals in the advertising departments of New York papers.

At the same time additional news was arriving of organization moves in still other unorganized departments of the industry. Such moves were reported in San Francisco and also Madison, Wis. They had already started in Philadelphia.

Men and women in advertising departments of San Francisco newspapers began their organizational campaign nearly a month ago, according to the story sent the Reporter, when four of their number visited NCG headquarters seeking advice and assistance. With the help of NCG Organizer Charles Irvine and other Guild members, meetings were called that have already resulted in a sign-up of some 75 members.

350 Are Eligible

Eligible in San Francisco are more than 350 employees of classified, display, national advertising, promotion, merchandising, bookkeeping and clerical staffs.

The ad men and women have expressed a desire to enter the AF of L, suggesting that they affiliate with the ANG, and inquiries have been lodged with the IEB and the newly formed ad union in Philadelphia.

San Francisco newspaper workers have also formed the Newspaper Circulation and Miscellaneous Employees Union, Local No. 26466, of the AF of L, which has grown from 11 members to an enrollment of 226 within six weeks, gaining 100 per cent membership on the San Francisco Examiner, Call-Bulletin and Chronicle.

President of NCG, J. Henry Neiderman of the Chronicle, it has won full recognition from all San Francisco publishers and has now begun negotiations. Howard Hill, past president of the Chronicle, has been acting as the Guild's advisor to the group. This group is joining with the Guild in publishing a printed Pacific Reporter, each group naming coordinating committees and a search is being made for a joint office.

Recently-formed unions in Philadelphia include the Newspaper Carriers' Union and the Newspaper and Magazine Chauffeurs and Handlers' Union.

In Madison the Newspaper Workers' Union has been formed, taking in all employees of the two local papers, the Wisconsin State Journal and Capital Times, not previously organized in the typographical, pressmen's, or stereotypes' unions.

The Madison Guild, The Guild has contracts with both papers. The new union, which includes truck drivers in addition to white collar workers, received the assistance of the other established unions in the plants in organizing.

The general conference of white collar unions called in New York City for April 17, looking toward cooperation in organizing efforts among white collar and professional workers in all industries, was attended by delegates from 18 locals. Temporary officers were elected and the unions were asked to send delegates to a second meeting, with power to work out a form of organization.

LIBEL SUIT IS SETTLED

The libel suit of Morris Watson, ANG vice-president, instituted on Nov. 11 against Editor & Publisher, has been settled out of court. The suit was occasioned by a story printed by Editor & Publisher in its Oct. 31, 1936 issue.

As part of the settlement Editor & Publisher in its issue of April 17 printed the following retraction:

In reporting a National Labor Relations Board hearing on Associated Press collective bargaining in its issue of October 31, 1936, Editor & Publisher inadvertently reported incorrectly the evidence with regard to the cause of Morris Watson's discharge.

Morris Watson was praised by his fellow workers of the Associated Press in a unanimous resolution adopted by the Newspaper Guild unit in the New York office as a newspaper man "of unusual ability and integrity." Further, his claim and the claim of the American Newspaper Guild that he was discharged by the Associated Press only because of his activities on behalf of the Guild was upheld by the National Labor Relations Board and unanimously by the United States Circuit Court of Appeals. The United States Supreme Court by a five-to-four decision on April 12, 1937, affirmed the decision of the National Labor Relations Board and of the United States Circuit Court of Appeals in one of the five cases upholding the constitutionality of the Wagner Labor Relations Act.

(b) No branch of the Guild shall negotiate or sign a contract, or provisions of a contract, such as to undermine the collective bargaining position of another branch or branches.

(c) Any Guild engaging in collective bargaining shall observe a code of procedure as established by the annual Convention. The IEB shall have the power to authorize departure from provisions of such code when, in its opinion, to do so will serve the best interests of the Guild directly concerned and of the ANG.

Editor & Publisher is glad to publish this correction in mitigation of any damage done to Mr. Watson's reputation.

IEB COMMENTS ON CODES OF LOCALS

Studies of local constitutions recently sent to headquarters in accordance with the ANG Constitution provision that they must conform to the International (Art. V, Sec. 3), have revealed some discrepancies. In letters pointing these out Executive Secretary Eddy, on behalf of the IEB, has discussed the conflicts in the light of the basic ideas behind the ANG code's provisions. Some of the comments are printed below.

Two local constitutions or sets of by-laws have established requirements of two-thirds votes on certain matters. Where such a requirement has been set up for strike votes, it is out of conformity with Article VII, section 2 of the International Constitution, reading: "The Executive Board of a Guild shall have the right to declare a strike upon the following conditions: (a) Full notice shall be sent to the DC and the IEB. (b) When a majority of the members of each unit involved has voted approval by secret ballot."

In one Guild, agreements negotiated with papers are subjected to a two-thirds vote; in another it was proposed to require such a vote for amendments to the by-laws.

"The principle of majority rule has been affirmed by ANG," Eddy wrote to the former Guild. "It is the opinion of the IEB that the above quoted clause infringes upon the spirit if not the letter of the ANG International Constitution, and that for all practical purposes it enables one-third of those in attendance at a unit meeting to block action. The IEB is of the opinion that provision for the ratification of a contract by a majority of the unit, leaving the Guild as the deciding agency, would be wiser."

Majority Rule Upheld

In one Guild, agreements negotiated with papers are subjected to a two-thirds vote; in another it was proposed to require such a vote for amendments to the by-laws.

"The principle of majority rule has been affirmed by ANG," Eddy wrote to the former Guild. "It is the opinion of the IEB that the above quoted clause infringes upon the spirit if not the letter of the ANG International Constitution, and that for all practical purposes it enables one-third of those in attendance at a unit meeting to block action. The IEB is of the opinion that provision for the ratification of a contract by a majority of the unit, leaving the Guild as the deciding agency, would be wiser."

Conduct of Elections

Several local provisions raise the question of whether the membership has sufficiently full participation in the conduct of elections. Should the certification of members in good standing for election purposes be left entirely to the treasurer?

The Board's opinion is that the authority to pass upon who shall vote and who shall not should rest in the hands of a committee elected by the membership rather than of an individual officer.

Another provision would have the

Section on Pacts Proposed for Code

Below is a statement of what the majority members of the Constitution drafting subcommittee feel should be the controlling principles of the Constitution provisions regarding ANG contracts. It consists of ideas rather than proposed clauses, of course, and is printed for purposes of discussion.

The provisions in this sphere should lay down principles regarding the signing of contracts, rather than set up the IEB with blanket policing authority over them, and the Convention should, apart from the Constitution, set up methods of procedure governing both the local Guilds and the IEB. Members of the liaison committee at headquarters believe the constitutional provisions should be worked out along the following lines:

(a) Contracts signed in the name of a local chartered by the American Newspaper Guild shall be in conformity with the policies of the American Newspaper Guild as determined at the preceding Conventions.

(b) No branch of the Guild shall negotiate or sign a contract, or provisions of a contract, such as to undermine the collective bargaining position of another branch or branches.

(c) Any Guild engaging in collective bargaining shall observe a code of procedure as established by the annual Convention. The IEB shall have the power to authorize departure from provisions of such code when, in its opinion, to do so will serve the best interests of the Guild directly concerned and of the ANG.

(d) Unemployed news reporters, rewrite men, copywriters, editors, news photographers and newspaper artists who have had three years' employment in such capacities and are, at the time of application, employed on relief projects in an editorial capacity. (Art. I, Sec. 4, 4a.)

(e) News reporters, rewrite men, copywriters, editors, news photographers and newspaper artists who have had three years' employment in such capacities and are, at the time of application, employed on relief projects in an editorial capacity. (Art. I, Sec. 4, 4a.)

(f) News reporters, rewrite men, copywriters, editors, news photographers and newspaper artists who have had three years' employment in such capacities and are, at the time of application, employed on relief projects in an editorial capacity. (Art. I, Sec. 4, 4a.)

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(p) News reporters, rewrite men, copywriters, editors, news photographers and newspaper artists who have had three years' employment in such capacities and are, at the time of application, employed on relief projects in an editorial capacity. (Art. I, Sec. 4, 4a.)

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NEW DRAFT CODE

Constitution Drafting Body Submits Work For Study Before the Convention

(Continued from page 1)

stant change, there is a notation, "amended," or "new."

Details Eliminated

The largest part of the revision has consisted of editing for English, and elimination of unnecessary details. This is seen in the case of the IEB Article, where the old constitution laid down many superfluous administrative requirements. The new draft fixes responsibility, and allows the Board and the officers to decide on details. Details are retained on specific procedures, as in the case of the referendum.

Another objective was to enable the reader to obtain a clear picture of the Guild functioning. An example is the new Article entitled "Structure." This Article is in a sense descriptive, but also is an integral part in that it crystallizes fundamental established practices, and avoids some of the old repetition.

The subcommittee was not able to reach unanimity on the principles that should be embodied in a provision on this subject. They agreed, however, that a set of basic principles being proposed by the majority should be presented in the Reporters for discussion, and it appears in another column.

The revised draft is fundamentally the same as the old as regards basic principles. It has, however, been rearranged and edited throughout.

To facilitate comparison with the old Constitution, there is a notation at the end of each section showing on what section the new clause is based. Where there has been a substantial change, there is a notation, "amended," or "new."

Prevents "Packing"

A second notable amendment is in the eligibility for voting on strikes. Under this provision, brand-new members, and members who have shown their lack of interest by failing for nine months to pay their dues, would be prohibited from participating in a strike vote. This is intended to prevent management from "packing" crucial meetings by prevailing on anti-Guild individuals to join at the last minute.

The requirement that local constitutions must be in accordance with the ANG Constitution and Convention policies, has been made more positive. The present provision has been found difficult to enforce, because it is almost impossible for the IEB to study all the details of all the local constitutions to ensure their conformity. The new clause makes it clear that the ANG Constitution governs in any conflict.

National Council Revised

The old National Council, which had a nominal existence under the 1935 Constitution, has been re-established in different form. The purpose is to have a body close to the membership, which can make certain specific decisions without the delay and expense involved in a membership referendum. The new National Council consists of the governing bodies of all the Guilds in the ANG, each casting as many votes as its Guild would be entitled to in convention. A vote of this kind is provided in the old Constitution for the filling of vacancies in the IEB. One has also now been provided for the revocation of charters. It is assumed that other specific cases will arise where votes of this kind would be useful.

The provision for revocation of charters between Conventions is an innovation. Heretofore the IEB has been empowered to suspend charters, but the Convention was the only body that could revoke them. The liaison committee felt that it was undesirable to leave the IEB's hands tied in the matter of revocation, because it was thus prevented from taking positive remedial action.

Under such a clause, discussion "Under such a clause, discussion of Guild problems by the membership is inhibited unless in the opinion of the chair, time permits." If, in the opinion of the chair, time does not permit, the final sentence makes it unlikely that the member or members will obtain action.

"Section — Motions and resolutions, intended to commit the Guild on policies must be submitted to the chair in writing."

"Why not to the membership, verbally, as at any ordinary union meeting?"

"In citing the foregoing sections, the IEB is actuated by the belief that all are concerned fundamentally with trade union democracy. It realizes that democracy can operate under those provisions as written, when the officers administering the constitution and by-laws see to it that there is ample opportunity for discussion and expression. However, we have to guard against the future, and the setting up of democratic machinery under the constitution is a large measure of protection. The Board therefore urges the Guild to give careful consideration to the points raised herein."

By-law (The order of business at each meeting of the Guild shall be as follows). Report by the Secretary of communications in a memorandum, no lengthy communications.

1. ANG—American Newspaper Guild.

2. IEB—International Executive Board.

3. DC—District Council.

DRAFTERS SUBMIT REVISED ANG CONSTITUTION

Weaknesses and Omissions Revealed During Year Corrected In Recommendations Drawn Up by Liaison Body

(A reference following each section shows whether it came substantially from the old constitution, has been amended or is new.)

ARTICLE I
Name and Object

Section 1. This body shall be known as the American Newspaper Guild.

Section 2. The purpose of the ANG shall be to advance the economic interests of its members, to guarantee as far as it is able, constant honesty in the news, to raise the standards of journalism and ethics of the industry, to foster friendly cooperation with all other workers, and to promote industrial unionism in the newspaper industry.

ARTICLE II
Eligibility

Section 1. Any person gainfully employed in, and devoting the major part of his working time to an editorial department of a news publication in the United States of America, its territories or Canada; or in the editorial office of a recognized press association, news photo agency, syndicate supplying editorial material to newspapers which pay for the service, news ticker service, news relay company or radio service, or as a radio news broadcaster or writer, shall be eligible for membership. (Art. I, Sec. 4a.)

Section 2. The following persons shall also be eligible for membership unless they obtain employment of a permanent nature other than that defined under Section 1: (a) Guild members who become unemployed; (b) Unemployed news reporters, rewrite men, copywriters, editors, news photographers and newspaper artists who have had three years' employment in such capacities and are, at the time of application, employed on relief projects in an editorial capacity. (Art. I, Sec. 4, 4a.)

Section 3. A member who becomes unemployed because of Guild activity shall remain eligible regardless of the nature of his subsequent employment. Eligibility under this section shall be determined by the International Executive Board on recommendation of the local to which the member belongs. If such a member holds office at the time he accepts employment other than as defined in Section 1, he may continue in his office until the end of his term only. (Art. I, Sec. 4c.)

Section 4. Students of accredited colleges, enrolled in schools of journalism, or associated with colleges news publications shall be eligible for associate membership. (Art. I, Sec. 4b.)

Section 5. No person whose interests are deemed to lie with the employer as against the employees shall be eligible. (Art. I, Sec. 4f.)

Section 6. No eligible person shall be barred from membership or penalized by reason of sex, race, or religious or political convictions, or because of anything he writes for publication. (Art. I, Sec. 4g.)

Section 7. Eligibility, except under Section 3, shall be determined by the local, subject to appeal to the International Executive Board by the applicant, by any local or by any member. (Art. VII, Sec. 1 and new.)

ARTICLE III
Definitions

Section 1. The term branch shall apply to any membership division of the ANG. The term shop shall apply to the office of any news publication, wire service, syndicate, photo agency, news ticker service, radio news service, news relay company, and to a bureau maintained by any of the above. The term local shall apply to a local Guild. The following abbreviations when used in the Constitution of the ANG shall have the annexed meaning. (Art. I, Sec. 3b.)

1. ANG—American Newspaper Guild.

2. IEB—International Executive Board.

3. DC—District Council.

ARTICLE IV
Structure

(This article is new in form, although most of the substance was present or implied in the old constitution.)

Section 1. The membership of the ANG shall be divided into local Guilds. A local shall consist of the members within a city or specified area, organized under a charter granted by the ANG. The International Convention, composed of delegates of locals, shall be the supreme authority of the ANG, except as the membership acts directly by referendum. Between Conventions, the affairs of the ANG shall be administered by the annual Convention. Certain matters hereinafter specified shall be acted upon by the National Council.

Section 2. Shop units shall be formed within the locals to the extent and for the purposes heretofore provided.

Section 3. Two or more locals may form districts for purposes specified by this Constitution. (Art. VI, Sec. 1.)

Section 4. Voting by proxy shall not be permitted in the ANG or any of its branches. (Art. I, Sec. 4e.)

Section 5. Majority rule shall obtain throughout the ANG, and in no case shall more than a majority be required to decide an issue. (New statement of common practice.)

Section 6. The general office of the ANG shall be in the city of

ARTICLE V
International Conventions

Section 1. The convention shall be held annually in the month of

Section 2. The city shall be determined by the preceding Convention, or by the IEB if it does not do so. When an emergency arises which makes it undesirable to meet in the city selected by the Convention, the IEB shall have the authority to name another. (Art. II, Sec. 1.)

Section 3. Special conventions may be called by a referendum vote of the membership. In such cases, notices shall be placed in the mails within ten days of the tabulation of the vote and the Convention shall be held within thirty days of mailing. (Art. II, Sec. 2.)

Section 4. In the International Convention each local shall be entitled to at least one vote. In addition, each local shall have one vote for the first fifty members or major fraction thereof; one vote for the next fifty members or major fraction thereof; and thereafter one vote for each one hundred additional members or major fraction thereof. Each local shall be entitled to as many delegates as it has votes, but in any event shall be entitled to cast its full quota of votes. Representation at the convention shall be based on the membership in good standing as of one month preceding the convention, according to financial obligations actually paid to the ANG by the local. (Art. II, Sec. 3.)

Section 5. A local which has been chartered less than thirty days prior to the opening of the Convention may send delegates under the terms of Section 3, who shall have the right to speak but not to vote at the Convention. (Art. II, Sec. 3a.)

Section 6. A credentials committee shall be appointed by the IEB to examine the credentials of delegates prior to the opening of the Convention, and shall include delegates of at least seven Guilds. Appeals from its decisions shall lie to the floor of the Convention. The Convention shall not be constituted for action until the credentials committee shall have examined and reported on the credentials of all delegates present at the scheduled time of opening. (Art. II, Section 4, 4a and new.)

Section 7. The ANG shall furnish standard credential forms to locals for delegates and alternates. Each delegate or alternate shall present credentials to the credentials committee properly filled out and signed by at least two officers of the local he represents. (Art. II, Section 4a and new.)

Section 8. The ANG shall furnish standard credential forms to locals for delegates and alternates. Each delegate or alternate shall present credentials to the credentials committee properly filled out and signed by at least two officers of the local he represents. (Art. II, Section 4a and new.)

Section 9. At all regular meetings of the IEB, five voting members shall constitute a quorum. At special meetings, the quorum shall be seven. (Art. IV, Sec. 3, amended.)

Section 10. Between Conventions the IEB shall administer the affairs of the ANG, except as herein

Section 7. The rules adopted at the preceding Convention shall be in force until new rules have been adopted. (Art. II, Sec. 6.)

Section 8. There shall be a registration fee of five dollars for each delegate registered and three dollars for each alternate. Fifty per cent of the amount collected shall be paid to the host-local, and fifty per cent to the ANG. (Art. II, Sec. 8.)

Section 9. The expenses of delegates shall be borne by their locals, and may be limited by them. (Art. II, Sec. 8.)

Section 10. The IEB shall interpret this constitution. (Art. IV, Sec. 7.)

ARTICLE VI
International Executive Board

Section 1. The IEB shall consist of the international officers of the ANG elected by the Convention. They shall be a president, an executive vice president, a secretary-treasurer, and six vice presidents, at least one of whom shall be employed by a wire service at the time of his election. At least one officer shall be elected from each of the following regions: (Art. III, Sec. 1, and new.)

Region 1: The New England States and New York and northern New Jersey, including Hunterdon, Somerset, Middlesex and Monmouth Counties.

Region 2: Southern New Jersey, Eastern Pennsylvania, including McKean, Elk, Clearfield, Cambria and Bedford counties, Delaware, Maryland, District of Columbia and North and South Carolina.

Region 3: Western Pennsylvania, Ohio, West Virginia, eastern Kentucky including Gallatin, Owen, Franklin, Anderson, Mercer, Boyle, Casey, Pulaski and Wayne Counties; northern Indiana including Dearborn, Ripley, Jennings, Bartholomew, Brown, Monroe, Owen, Clay and Vigo Counties; and Michigan.

Region 4: Western Kentucky, southern Indiana, southern Illinois including Crawford, Jasper, Effingham, Fayette, Montgomery, Macoupin, Greene, Scott, Pike and Adams Counties; Missouri, Arkansas, Louisiana, Texas, Mississippi, Tennessee, Alabama, Georgia and Florida.

Region 5: Northern Illinois, Wisconsin, Minnesota, Iowa, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma.

Region 6: The Western States, from the West Coast to and including Montana, Wyoming, Colorado and New Mexico.

Region 7: Canada.

Section 2. International officers shall be elected at each annual Convention, and shall hold office until their successors are elected, unless removed. No member of the IEB shall hold any other Guild office. Any International officer thereafter becoming a salaried International officer of the ANG shall automatically be retired from such office. (Art. III, Sec. 2, and new.)

Section 3. Within five days after a vacancy occurs in any elective International office, the IEB shall notify the locals in the region from which the vacancy must be filled. Within fifteen days after the notification is mailed the governing bodies of these locals shall nominate candidates and nominations shall close at headquarters. The election shall then be made by a vote of the National Council. In the event that a vacancy occurs less than two months before a scheduled Convention, it shall not be filled until the Convention. (Art. III, Sec. 2, and new.)

Section 4. The IEB shall meet immediately before and immediately after each Convention and in the months

Section 5. Upon the written request of three members, the Secretary-Treasurer shall call a special meeting of the IEB. (Art. IV, Sec. 3.)

Section 6. At all regular meetings of the IEB, five voting members shall constitute a quorum. At special meetings, the quorum shall be seven. (Art. IV, Sec. 3, amended.)

Section 7. Locals shall hold general membership meetings at least once every three months. (Art. V, Sec. 5.)

NEW PROVISIONS OFFERED FOR CONSTITUTION

(Continued from page 9)
with the approval of the unit, (Art. VIII, Sec. 5.)

Section 6. A member shall belong to the local in the area of his principal employment. If he is employed in the area of one local but assigned permanently in the area of another, he shall belong to the local in the area of his assignment. (Art. I, Sec. 4.)

Section 7. In an area where no local exists membership at large shall be permitted in the district, if there is one, or in the ANG. In such case, the district office or the ANG headquarters shall fulfill the administrative functions of the local. (Partly Art. I, Sec. 5, mostly new.)

Section 8. Applications shall be submitted to the unit in the shop where the man is employed, or where he was last employed, or through the local secretary, but in any event the unit shall be consulted before the local acts upon the application. (New.)

Section 9. Applicants for membership shall not be admitted until the local in the city of their last employment has been notified. If an applicant has worked in or for a shop which was on strike, and applies for membership in another city, the local shall obtain the approval of the local in the city where he so worked before admitting him to membership. (New.)

Section 10. An applicant who has been expelled or suspended shall be readmitted only with the consent of the local through which he was expelled or suspended, subject to the approval of the IEB. (Art. VIII, Sec. 2.)

Section 11. An applicant may be deemed ineligible or required to pay a special fee because of prior acts which would have made him liable to expulsion from the Guild under Article XI, Section 1, Subsection (e). (New.)

Section 12. Subject to the provisions in Section 9, a member who has been suspended or expelled may be readmitted upon payment of a reinstatement fee to be set by the local Guild. Such fee shall not be less than two dollars. Such reinstatement shall not be granted to a member more than once without the approval of the IEB. (Partly Art. VIII, Section 6, mostly new.)

Section 13. A member of the Guild shall belong automatically to the unit of the shop where he is employed. If his membership in that unit shall cease when he ceases to be employed there, but in the event that he claims that cessation of membership was caused by Guild activity, the executive committee of his local may declare that, pending disposition of his case, he is still an employee of the shop and a member of the unit. (New.)

Section 14. No member moving to another local's area shall be admitted to the second local until he has a standard ANG transfer card signed by the treasurer of his former local. If there is any Guild indebtedness outstanding it shall be entered on the card and he shall not be admitted to good standing in the second local until it has been turned over to the local in which he formerly belonged the full amount of his indebtedness. (Art. VII, Sec. 8, 9, 10 amended.)

Section 15. A member who becomes ineligible shall, after he has paid all financial obligations to the Guild, be listed as an honorable withdrawal card by the ANG through the local. (Art. VIII, Sec. 7.)

Section 16. Members shall advise the ANG through their local of changes of address. (Art. VII, Sec. 3.)

Section 17. Associate members shall be entitled to an appropriate card issued by the ANG and shall have the right to attend open Guild sessions, but shall have no other membership privileges. (Art. I, Sec. 4b.)

ARTICLE XI Discipline

Section 1. Members may be fined and suspended or expelled for any of the following acts:
(a) Willful violation of this constitution or the constitution or by-laws of any branch;
(b) Making a false statement

or withholding material information when applying for membership;

(c) Disobeying or failing to comply with any lawful decision or order of the ANG or any Guild body under whose jurisdiction they come;

(d) Misappropriating money or property of the ANG or any of its branches;

(e) Working for or in a shop which is on strike;

(f) Entering into a "yellow dog" contract, or any contract which might injure the Guild;

(g) Disclosing to any employer or his agent any confidential matter of the ANG or any of its branches;

(h) Taking court action against the Guild before exhausting all remedies provided in the constitution;

(i) Refusing or wilfully neglecting to pay dues, assessments, fines or any financial obligations to the ANG or any branch. (Art. IX, Sec. 1, Subsection J incorporated in new Sec. 2.)

Section 2. Officers of the ANG and its branches may be suspended or removed from office for any of the acts listed under Section 1 or for dereliction in duty.

Section 3. The charter of a local may be suspended or revoked by the Convention or the IEB in the manner described in this Constitution for any of the following acts:

(a) Refusal or wilful failure to abide by this constitution;

(b) Refusal to submit records for inspection to the IEB or its representatives;

(c) Refusal or failure to act within thirty days upon charges filed against a member;

(d) Failure to enforce penalties imposed by an appropriate tribunal of the ANG;

(e) Failure to abide by a constitutional decision of the IEB;

(f) Taking court action against the ANG or any subordinate body before exhausting all remedies provided by this Constitution. (Art. IV, Sec. 5, amended.)

Section 4. No disciplinary action shall be taken against any member, officer or branch without adequate notice of charges and opportunity to present a defense. (Art. X, Sec. 1.)

ARTICLE XII Trial of Members

Section 1. Charges against a member shall be submitted in writing to the governing body of his local. They shall be heard by a trial board elected for the purpose of the trial by the members of the local, and the imposition of penalties shall lie with that board, except that charges of non-payment of financial obligations to the governing body of the local may act as a trial board. The accused member shall be given notice of the charges and of the time and place of trial, either in person or by registered mail to his address on the local records, not less than ten days in advance of the trial, and in the event of his failure to appear for trial without presenting a satisfactory reason for his absence, the trial shall proceed as scheduled. (Art. X, Sec. 2 and 3.)

Section 2. Trial board decisions may be appealed by either the accused or the complainant successively to the DC, where there is a functioning DC, to the IEB, and to the next International Convention. (Art. X, Sec. 2.)

Section 3. An appeal from a trial board decision must be taken within thirty days of notice of the decision. (Art. X, Sec. 4.)

Section 4. A decision of a trial board or appeal body decision shall be effective when rendered, except that the trial board or appeal body may stay the decision pending action upon the appeal. (Art. X, Sec. 4.)

Section 5. Where a member is accused of violating the Constitution by failing to resign upon becoming ineligible, the trial board shall decide whether the member has, in fact, become ineligible. (New.)

ARTICLE XIII Removal of Officers

Section 1. An officer of a local or unit may be suspended or removed from office by vote of the membership after adequate opportunity for the presentation of the charges and the defense before the membership in general meeting. Such suspension or removal from office shall not be subject to appeal, except as to the proper conduct of the vote by which the removal or suspension was effected. (New.)

peal, except as to the proper conduct of the vote by which the removal or suspension was effected. (New.)

ARTICLE XIV Trial of International Officers

Section 1. Charges against an International officer may be brought by any three members of the IEB or by ten or more locals located in five or more states, territories, or Canadian provinces. They shall be filed in writing with an authorized agent of the IEB, who shall serve them upon the accused in person or by registered mail. The accused shall file his reply within fifteen days if he is a paid officer and within thirty days if he is an unpaid officer. (Art. X, Sec. 7a and 7b.)

Section 2. The authorized agent of the IEB shall submit the charges and reply immediately to the National Council for a vote on whether or not the accused is guilty. A finding of guilty shall immediately suspend the accused from office. (Art. X, Sec. 7c and 7d.)

Section 3. In the event of a finding of guilty and suspension under Section 2 above, a referendum of the ANG shall be conducted in the manner hereinbefore provided, on the question of confirming or reversing the finding of guilty. Confirmation shall remove the accused from office and reverse the shall reinstate him. The referendum ballot shall carry the additional question whether or not, in the event the accused is removed from office, he shall also be expelled from the ANG. (Art. X, Sec. 7e, amended.)

Section 4. In the event that time requirements would place result of either the National Council action or the referendum after or within one week before a scheduled International Convention, such action shall be omitted and the case shall be referred to the next International Convention. (Art. XIII, Sec. 3, amended.)

Section 5. In the event that the taking of testimony is required before the charges are taken against any member, officer or branch without adequate notice of charges and opportunity to present a defense, and successive actions under this article shall be reported promptly and in adequate summary form in the *Gutta Rotunda*. (New.)

ARTICLE XV Trials of Charges Against Locals

Section 1. Charges against a local shall be served in writing upon the officers of the local by registered mail sent upon its members recorded in the *Gutta Rotunda* by first class mail. The local and its officers shall be allowed fifteen days or more within the discretion of the IEB, to reply to the charges and appear before the IEB or a committee or agent designated by it. (Art. IV, Sec. 6.)

Section 2. After hearing the defense of the local, the IEB may dismiss the charges, or suspend the local's charter, or allow the local a specified amount of time within which to clear itself of the charges and then suspend it if it has not so cleared itself. (Art. IV, Sec. 6.)

Section 3. In the event that the IEB suspends the charter of a local, it shall forthwith submit to the National Council a motion to revoke such charter, together with copies of the charges and answers and testimony, if any is taken, and the minutes of any hearing held on the charges. If the motion is adopted by the National Council, the charter shall be finally revoked. If the motion is defeated, the charter shall be reinstated. (New.)

Section 4. In the event that the National Council vote would be concluded after or within one week before a scheduled International Convention, the National Council action shall be omitted and the case shall be placed before the Convention. (In line with Art. XIII, Sec. 3.)

Section 5. The members of a local whose charter has been suspended or revoked shall stand suspended automatically, irrespective of whether or not they were involved in the local's action which resulted in suspension or revocation. (New.)

Section 6. After a charter has been revoked, the IEB may charter a new local in the respective city or area, and may turn over to it the books and property of the old local, except as to the proper conduct of the vote by which the removal or suspension was effected. (New.)

local. The members of the local whose charter has been revoked may be readmitted only by action of the IEB, as members of the newly-chartered local or as members at large if no new local is chartered immediately. (New.)

ARTICLE XVI Finances

Section 1. Dues shall be fixed and collected by the respective locals, and shall not be less than fifty cents a month for employed members and five cents a month for unemployed members and associate members. They shall be payable on the first day of each calendar month. Student members shall also subscribe to the *Gutta Rotunda*, paying annually in advance. (Art. XI, Sec. 1, Art. I, Sec. 4b and 4c.)

Section 2. Initiation fees shall be fixed and collected by the locals, and shall not be less than one dollar. At least one dollar thereof shall be paid before an applicant is admitted to membership and the balance shall be payable within one month of initiation. (Art. XI, Sec. 2 amended.)

Section 3. Reinstatement fees under Article X, Section 12, shall be fixed and collected by the locals and shall not be less than two dollars. At least two dollars thereof shall be paid before reinstatement and the balance shall be payable within one month. (Art. VIII, Sec. 6, amended.)

Section 4. International assessments, as provided for hereafter, shall be collected by the locals and shall be payable on the date for which they are levied. (Art. XI, Sec. 3 amended.)

Section 5. Locals shall remit to the ANG a per capita tax of seventy-five cents for every monthly employed dues payment and five cents for every unemployed dues payment. One-half of every initiation fee, one-half the amount of the reinstatement fee, and the full amount of the international assessments (Art. XI, Sec. 2 and 4; Art. VIII, Sec. 6, Art. I, Sec. 4b and 4c.)

Section 6. International assessments on the entire membership may be levied in an emergency by the IEB in an amount not to exceed fifty cents due at the rate of not more than one in one week nor more than sixteen in one year. Members, certified by the local to be unemployed at the date of an assessment, shall be exempt from payment of that assessment. The emergency assessment for the levying of an assessment shall be determined by the IEB, and in particular an emergency shall be deemed to exist whenever the defense fund is less than \$20,000. (Art. XI, Sec. 5.)

Section 7. Remittances of funds by the locals shall be made monthly within one month of their collection, except in the case of assessments, which shall be remitted within ten days of their collection. The remittances shall be accompanied by statements of the members' and months' dues represented by the per capita tax remitted, and of the respective members' payments of initiation and reinstatement fees and assessments. Such statements shall be made in the form prescribed from time to time by the IEB. (Art. XI, Sec. 2 and 4c.)

Section 8. Payments by members shall be accepted for locally in an appropriate manner approved by the IEB, and specifically every month's dues shall be acknowledged on the member's card by an ANG per capita stamp and every international assessment by a Guild action. (Art. XI, Sec. 6.)

Section 9. All funds received by the ANG, with the exception of assessments and defense contributions, shall be deposited in the general account. All assessments and defense fund contributions shall be deposited in the International Defense Fund. The two funds shall be kept in separate accounts in a bank or banks designated by the IEB. In an emergency, the IEB shall have the authority to transfer money from one fund to the other, but such action shall be reported to the next Convention for specific approval. (Art. III, Sec. 7.)

Section 10. Expenditures for the general and defense funds shall be made at the direction of the IEB. Expenditures for normal operating purposes shall be from the general fund, and for strike activities or other activities of an emergency nature from the defense fund. Funds shall be withdrawn from both accounts by check signed by not fewer than two international officers, designated by the IEB, one of whom shall be the secretary-treasurer. (Art. III, Sec. 7.)

Section 11. All International officers authorized to sign checks upon ANG funds, and employees handling ANG monies, shall be bonded in amounts and in a manner designated by the IEB. (Art. III, Sec. 7.)

Section 12. The finance committee shall prepare a quarterly budget of general fund expenses for the approval of the IEB, and after such approval, the budget shall not be exceeded without the specific approval of the IEB. The finance committee shall supervise the handling of funds and the operation of the budget. (Art. IV, Sec. 4b.)

Section 13. The accounts of the ANG shall be audited monthly by a certified union accountant selected by the IEB. (Art. III, Sec. 7.)

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Section 14. The accounts of the ANG shall be audited monthly by a certified union accountant selected by the IEB. (Art. III, Sec. 7.)

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Section 16. The accounts of the ANG shall be audited monthly by a certified union accountant selected by the IEB. (Art. III, Sec. 7.)

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THE FREE PRESS

Another Prophet Not Without Honor—

Following story on Morris Watson's return to the AP was worth 150 words to the United Press. AP did not cover. A request to AP that morning for a personality sketch of Watson, which usually would have been sent on the trunkline in a story of this magnitude, was sent over-head. At 2:30 p.m., after several further requests, AP sent 150 words.

His speeches were of such broad and deep literary and historic significance that many readers looked to the papers for clippings and, failing to find them, called his sponsors for copies. The New York Times and Herald Tribune covered the meetings. The Times used nothing but a paragraph or two.

An individual interview arranged for a Times writer was not printed. A joint interview with Edgar Varese, modern composer, and Malraux, who collaborated with him on a libretto, was printed in the Times. From the story, it appeared that the circumstances of the interview were unfortunate, but the effect belittled both men.

The only story in New York that really tapped the subject was a page sketch of Malraux in the Literary Digest.

The Los Angeles Times printed no report of Malraux's speech at a huge meeting there, but the same day gave two columns to an author who wrote a book without the letter "e."

Those interested in Malraux and what he had to say were in the position of Hendrik Van Loon, who said at last week's Town Meeting of the Air, "I only know what I don't read in the newspapers."

Mann, doubtless, is a greater writer and more widely known. But Malraux is a better story. He has news and feature interest not only for his participation in the Spanish war and for his novels but also for his far-flung adventures as an archeologist. He was all over front pages in 1924 when he flew across the Great Arabian desert and discovered what was believed to be the ancient city of Sheba. He has always been big news to book pages.

His "press" was erratic, to say the least. The New York Post and World-Telegram carried stories about him and interviews. But the main news created by Malraux's presence here was for the morning papers. He addressed a dinner given

by the Nation at the Hotel Roosevelt, attended by 400 persons, most of them prominent, with John Gunther as chairman and Ernest Hemingway at the speakers' table. Almost \$10,000 was raised for food for Spanish non-combatants.

Section 1. Collective bargaining on behalf of the membership of a local or any division thereof shall be conducted by the governing body of the local. Negotiations shall be conducted by not fewer than three persons. None of these shall be employees of the publisher or publishers with whom the negotiations are being conducted, except in the event of city-wide negotiations with more than one publisher, or in the event that no qualified negotiators not so employed are available and the local is unable to obtain the assistance of the DC. (Art. XII, Sec. 1 amended.)

Section 2. The unit directly concerned shall have the right to elect observers to be present at negotiations. (Art. XII, Sec. 1 amended.)

Section 3. The results of negotiations shall be subject to ratification by the membership of the unit or units directly affected, and by the local membership as a whole, or in the event that it is impractical to have the local vote as a whole, by the governing body of the local. (Art. XII, Sec. 1, amended.)

Section 4. Collective bargaining on behalf of members who are employed by press associations, feature syndicates, or news photo agencies of national or more than local scope shall be conducted by the IEB. The results of negotiations shall be subject to ratification by the members employed by the particular association. The IEB may grant permission to a local to bargain on behalf of its members covered by the provisions of this section, and in any event shall report all grievances and actions thereon to the local promptly. (Art. VII, Sec. 1.)

Section 5. The revision of Sections 4 and 5 of Article XII, regarding the observance of ANG Constitution and Convention policies in local collective bargaining, and the IEB's responsibility for such observance, is still under discussion in the drafting committee.

Section 6. A member may negotiate with his employer individually in his own behalf, but such independent negotiations shall not have the authority or support of the ANG or any branch. In no event may a member negotiate for conditions of employment inferior in any respect to those established in his place of employment by Guild action. (Art. XII, Sec. 6.)

Section 7. No member of the ANG may sign individual contracts with the publisher of his newspaper or with his employer, governing his hours, wages and working conditions, unless (a) the member is employed at a salary of \$200 a week or more, or (b) he seek and receive the permission of the executive committee of his Guild or the permission of the Guild itself. The member concerned may appeal the decision of the Guild to the IEB.

Section 8. Enforcement of conditions established in a shop by Guild action or by minimum wage and maximum-hour legislation shall be the duty of the unit, in cooperation with the governing body of the local, and in the event of the failure of the unit to carry out this duty, it shall be the duty of the local, and collectively

the IEB may, at the request of the unit or units involved, call a strike. In such event it shall name the committee in charge of the strike. (Art. VII, Sec. 2.)

Section 9. The conduct of the strike shall be vested in the governing body of the local, except as provided in Section 4 above. The IEB, and the DC, when the local belongs to a DC, shall each designate a representative to be added to the local governing body or to the strike committee elected by that body. (Art. VII, Sec. 3b.)

Section 10. Except when a local does not ask for financial support by the ANG, the IEB shall review strike funds and expenditures, shall require a weekly budget of anticipated expenditures, and shall pass upon the rates of strike benefits and the expenditures of funds provided by or through the ANG. (Art. VII, Sec. 4, amended.)

Section 11. A strike may be called by the governing body of a local upon the following conditions:

(a) The IEB and the DC, if there is one, have been kept fully informed of developments which may lead to a strike.

(b) The unit involved has voted approval, the decision having been by majority vote at a meeting called on proper notice.

(c) In cases where more than one unit is involved, a majority of those present at a joint meeting of such units called on proper notice has voted approval. (Art. VII, Sec. 2, amended.)

Section 12. Joint meetings of units for the purpose of considering a referendum may be called by the units or by the governing body of the local. (New.)

Section 13. No member shall be eligible to vote who shall have been admitted to membership less than thirty days before the vote is taken, or who, having failed to pay his dues, shall have achieved good standing less than thirty days before the vote. In locals which have been chartered for less than two months, or units less than two months old, this provision shall be inoperative if the proposed strike is intended to meet an attack on the rights of organization. (New.)

Section 14. If the governing body of a local fails to call a strike after approval has been voted in accordance with Section 2 above,

the IEB may, at the request of the unit or units involved, call a strike. In such event it shall name the committee in charge of the strike. (Art. VII, Sec. 2.)

Section 15. The conduct of the strike shall be vested in the governing body of the local, except as provided in Section 4 above. The IEB, and the DC, when the local belongs to a DC, shall each designate a representative to be added to the local governing body or to the strike committee elected by that body. (Art. VII, Sec. 3b.)

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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.

Editor: Clyde Beals

Assistant Editor: Leon Swirsky
New York World-Telegram

Staff for this issue: Victor Weingarten, Evelyn Seeley, Frank M. Kelley, Jean Robert Meyer, Robert H. Galloway.

GUILD REPORTER deadlines: News stories, 8th and 23rd of each month, at headquarters; bulletins one day later. Letters and feature material, 6th and 21st.

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Executive Secretary: Jonathan Eddy
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May 1, 1937

Political Freedom in the ANG

The ANG by votes of its Conventions officially supports the creation of a national Farmer-Labor Party as a means to independent political action. The policy has been reaffirmed many times; most recently at the last IEB meeting when the Board commended John L. Lewis and the president of the United Automobile Workers, Homer Martin, for their leadership in directing the attention of organized labor to such action.

Does that fact restrict the freedom of all members to decide the question of political belief in the last analysis by themselves? Obviously not. No law in the ANG would be more scrupulously observed or more vigorously insisted upon than the provision that says:

"No eligible person shall be barred from membership, suspended, fined, expelled or discriminated against by reason of sex, race, or religious or political convictions or because of anything he writes for publication."

No other policy would commend itself to the large majority of newspaper men and women, many of whom have worked usually with secret objections to the ideas represented in their stories.

And equally firmly, the ANG is committed to the doctrine that minorities or individuals should not exercise a veto over actions which the majority deems essential to the organization's welfare. A majority believes that organized workers are tying one arm down if they fail to use political as well as economic weapons. The majority is entitled to act.

Within the framework of these principles there is plenty of room for every newspaper man and woman.

Let's Ring the Bell

Defense Fund money is needed.

The two strikes on Long Island have been a heavy drain, and the IEB has levied an assessment to meet it.

The Defense Fund is what enables the ANG to deliver a swift, strong punch when we are attacked. But if the money is going to be shot out of the Fund when it is needed, then it must also be shot into the Fund when it is needed.

It is needed now. Let's get the assessments in.

Replies for Survey Need Speeding Up

Returns on the survey of wages, hours and working conditions of Guild members being conducted by the ANG are coming in to headquarters very slowly. The survey is in pursuance of a mandate of the 1936 Convention, and will give Guild members their first statistical comparison of conditions in 1936 with those in 1933.

Each secretary has been asked to distribute the questionnaires and members are to return them to him to be mailed back to headquarters. Locals that have not received blanks or that need more are urged to write to headquarters at once.

Individual members and local secretaries are urged to expedite the return of the blanks as the information will be highly valuable in collective bargaining negotiations.

QUESTIONS

Question: What are your ideas as to asking raises from a virtually bankrupt paper? There are near-starvation cases on the sheet, the unit has demanded to be represented . . . The property was bled when it was prosperous and now the employees are having to pay for the owner's shortsightedness. Also, how much statistical data should we work up? And should we go on the radio now if we can pay for it?

Answer: Regarding our receiving adequate pay, although the paper is making no money, we take the position that these minimums must be recognized by the publishers as a fixed operating cost, just as in the case of the mechanical workers' unions. The publisher will thereupon attempt to convince the printing crafts that we are trying to cut into their pay, so as to line us up against each other, rather than in support of each other. We have to deny this, state that the printers,

Non-Discrimination Clause Now May Be Weapon Against A N G

By MORGAN HULL
International Organizer

Picture: Arbitration Conference on Long Island. Publisher S. I. Newhouse, enemy of the Guild from away back, making an eloquent and determined plea for an agreement containing the famous clause, "No employee shall be dismissed or discriminated against for activity in the Guild." Skilled and experienced Guild negotiators making an equally determined fight to keep the provision out of any arbitration award.

What's wrong with the picture? Is this satire, a joke, a burlesque of the whole publisher-Guild relationship?

No. It was downright serious. Once again, within narrow limits but with striking effect, Newhouse was demonstrating that publishers today are straining every bit of resourcefulness to force upon us conditions which we once fought vigorously to achieve. Once a definite asset to the Guild, chiefly because the written guarantee constituted visible evidence to the membership as well as to the unorganized, that the Guild could protect its own, this clause has now become a definite liability.

What has happened? First, even the unorganized are coming to recognize that the best guarantee against discrimination is Guild strength. Secondly, the Wagner Act has become the law for everybody, including even publishers who before the recent Supreme Court decision had excluded themselves from its provisions by a ruling of Fourth Estate Attorney General Elisha Hanson.

The last Guild martyr has been made. Never again will a publisher fire for "Guild activity." Firings hereafter will be only "for cause" and the cause will undoubtedly be the very best that the publisher and his legal counsel can devise.

Skeptics are referred to Attorney General Hanson's recent address to his constituency assembled at the annual sessions of the ANPA in New York City:

"Therefore, in the event that a complaint is filed against any one of you on grounds that you have discharged a news or editorial employee because of Guild activities, it is imperative that you submit evidence to justify your act of discharge on whatever ground it was taken."

"I solemnly warn you that if you make a discharge and complaint is filed, you must be prepared to prove, first, that you have a policy; (sometimes no inconsiderable task.—Ed.) second, that the activities of the employee conflict with your policy, and, third, how they conflict."

The existence in agreements of the non-discrimination clause is now going to play directly into the hands of publishers who are going to use it for cause. Because this clause is usually the only restraint whatever upon dismissals, the implication is that the publisher is free to fire indiscriminately for any other cause whatever, or, if it suits him, for no cause at all.

The conclusions are evident. First, we must keep this clause out of con-

tracts. Second, we must more than ever be on the alert to protect our membership against unjust dismissals.

Another old-timer, namely the grievance committee, needs examination in the light of historical perspective. While it may not be necessary to relegate it entirely to the wastebasket, a thorough-going revision of certain conceptions of the grievance committee as to form and function is definitely in order.

Publishers never wanted to entertain grievance committees of any kind. When we became strong enough in the early days to compel them to grant audiences either to their "own employees" or to Guild committees, that in itself seemed a substantial victory.

Today the publishers are glad to meet with grievance committees, particularly unit grievance committees. Roy Howard is pleased with himself because he has set up unit grievance committees in a string of contracts. As might be suspected, we find the publishers once again "giving" us something that we once wanted very badly and which now threatens to become a definite liability.

Usually the contract provision reads substantially as follows: "The unit shall select (or elect) a committee of its own membership to meet with the publisher to adjust grievances arising from the application or interpretation of this agreement."

Legally, this is so much rubbish. It might just as well read "the Guild (or unit) has the right to elect officers." This is a right, i.e., to elect our representatives, that needs no contractual basis for existence.

The essence of the matter is in the nature of a contract—any contract. A contract is nothing more than an agreement between an employer and a union which can be altered, terminated, modified, interpreted or renewed at any time or place by the consent of both parties. This truth need not be stated on the face of the contract. It is a fundamental principle of law.

In other words, we fought what was in some respects a bitter battle with Roy Howard to compel him to sign contracts with Guild locals and not with units of his own employees. We won this fight and then allowed him to set up the unit of his own employees to determine with him how the contract shall be interpreted.

This concept of a unit grievance committee needs an overhauling. Only the Guild, which makes the contract, has the right to alter it—interpretation is tantamount to alteration or collateral understanding—even though in practice such alteration would be made at the request of the unit members affected just as the contract was originally negotiated at their request and to meet their needs.

If there is good reason—and admittedly there is—for a prohibition in the ANG Constitution against Guildsmen negotiating agreements with their own employer, there is equally good reason for a prohibition

against negotiating alterations of agreements under the same conditions.

Obviously, the right to protest injustices to employers is so elementary that it needs no legal formulation in a contract. On the other hand any "interpreting" of contracts is a function of the entire local Guild. The alternatives, then, are either to eliminate the unit grievance committees from contracts altogether or else to make it clear in the contract that it is only the Guild, at the request of the unit, which enforces the contract or agrees to any alterations.

The Guild actually recognizes at least one contract which gives the publisher supervision over the activities of employees who are off duty. This clause reads, "Employees shall be permitted to undertake on their own time outside work of a non-competitive nature on permission of the publisher; provided the employee in such work does not use the name of the ———— to exploit his outside work and provided that such work be not of a nature to interfere with the efficiency of his work for the ————"

While no point has been made of such an issue, the IEB should certainly have the right to assume that a local Guild would have too much pride and self-respect to permit the execution of an agreement with such an intolerable instance of offensive meddling in it.

One Hearst publisher has recently had the tactlessness to propose as a "final offer"—where have we heard that before?—a contract with this identical phraseology in it.

Sometimes, in actual collective bargaining negotiations, it is much better not to take these stupidities seriously but to employ a little gentle ridicule—an effective weapon in labor relations as elsewhere. To such a proposal, the negotiators might well reply that they will consider the proposal if the publisher will agree to add to it, that "It is further agreed that all executives will retire each and every night not later than 10 p. m. Eastern Standard Time, in order that they may not be impatient or irritable in their relations with the staff, thereby lowering the efficiency of the office."

This same humorless Hearst publisher left himself wide open for another ribbing when he proposed a further insult to his staff in a provision that the employees should not work as publicity men on their own time for companies or individuals having advertising relationships with the paper.

While it might not be good tactics to unnecessarily trifle with the dignity of a publisher so obviously lacking in a sense of proportion, the negotiations committee might well offer to expand the clause as follows: "It is further understood that no editorial employee shall be compelled to write publicity for Hearst securities, for advertisers whether in the news columns or elsewhere for public officials under obligation to the paper, nor for the publisher or other stockholders."

Louisville Responds to ANG's Missionary Work

Louisville, Ky., has recently organized. Here is one of the first letters to reach headquarters.

As one whose working hours were shortened twelve hours a week almost overnight by the mere invocation of the Guild name, I desire to thank the American Newspaper Guild for the prompt aid and protection it gave the budding Louisville unit. I also wish to congratulate the Guild for having two such capable and sincere spokesmen as Don Stevens and Julius Klyman.

Because fear does such queer things to people, it is still problematical whether Louisville will have a unit. I do know, however, that no more could be done for newspaper men and women here than was done by Mr. Klyman and Mr. Stevens. Smooth, plenty smooth, they are, too.

I have hopes, of course, of joining the Guild through a Louisville unit, but should no charter be sent here, I wish to be enrolled as a member-at-large.

If the national Guild has any literature useful in missionary work, will you please have it sent to us?

Sincerely,