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the American Fed-
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The Guild Reporter

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MASS LINES BRING PEACE IN JAMAICA

Nation Wide Talk Urged With Hearst

Chain-Basis Parley Asked
by Units in Chicago
and Los Angeles

BULLETIN
Representatives of the six
Hearst units in New York City, on
the American, Journal, Mirror,
International News Photos, Inter-
national News Service and Univer-
sal Service met on May 10 to
launch contract negotiations and
resolved to "pledge ourselves to
participate in and work for a na-
tionally coordinated plan of ne-
gotiations for full Guild shop con-
tracts under the guidance of the
IEB and urge Hearst units
throughout the country to agree to
be guided by such a nationally
coordinated plan in their negotia-
tions."

National negotiations with the
Hearst management for basic fea-
tures of Guild contracts, such as the
preferential shop, have been called
for and endorsed by three Hearst
units now in negotiations with local
publishers.

Originating with the American and
Herald-Examiner units in Chicago,
the call for negotiations on a chain
basis, either by a chain committee
or by the IEB, was immediately en-
dorsed by the Herald-Express unit
in Los Angeles, where Harvey J.
Kelly, Hearst labor relations counsel,
has been devoting his attention to
the labor situation.

The Los Angeles unit took action
after the Los Angeles Central Labor
Council had rejected the proposal of
the management and Kelly, that it
be a party to an open-shop contract
between the paper and the Guild.

In line with predictions made by
ANG officers more than a month
ago on the basis of management
maneuvers and the huge Hearst
financing program now afoot, Kelly
was eager to give the Los Angeles
Guild a contract, just as the manage-
ment is willing to give other Guilds
contracts on an open-shop basis.

He made his offer as a counter-
proposal to the Guild shop contract
demanded by the Los Angeles local.
(Continued on page 2)

Business Office Workers Win First Contract in Cleveland

CLEVELAND.—The first contract
between a newspaper and a compre-
hensive organization of its business
employees was signed here today be-
tween the Press and the Cleveland
Newspaper Office Guild. Garland
Ashcraft, ANG vice president, helped
the group organize.

The contract establishes minimums
for clerks, advertising solicitors,
artists, salesmen, etc., and provides
for dismissal pay up to six weeks
after five years' service.

The significance of the agreement
is that it establishes recognition of
an organization of business office
employees. Every department of the
Press now is organized, and all or-

IEB Makes Report On State of Guild

ANG progress of the year and
problems calling for attention from
the Convention are summed up in
the annual report of the Inter-
national Executive Board, a pre-
liminary draft of which appears
on pages 7, 8 and 9 of this issue.

Special attention is paid to col-
lective bargaining policies in the
light of the changed attitude of the
publishers toward Guild contracts.

Also in this issue is the draft re-
port on the revised Constitution,
prepared by the drafting subcom-
mittee for adoption by the Inter-
national Constitution Commission.
This report, together with a dis-
senting opinion and some further
amendments, appear on pages 10
and 11.

CIO Urges ANG Take in Ad Men

Would Broaden Our Scope
on Industrial Lines

The American Newspaper Guild
should take in advertising, business
office and circulation employees, ac-
cording to the Committee for Indus-
trial Organization. This statement of
CIO policy is contained in a letter
to Executive Secretary Eddy of the
ANG, in reply to an inquiry. The re-
ply, signed by Director John Brophy
of CIO, came after a discussion
participated in by Chairman John L.
Lewis of CIO, Brophy and Eddy.

Earlier, Eddy had recounted the
mounting demand from allied white
collar groups in the newspaper in-
dustry to Secretary Charles P. How-
ard of CIO, who is also president of
the International Typographical
Union, and who had suggested that
such groups seek local industrial
charters from the CIO, to avoid for
the time being questions of jurisdic-
tion as between the printing crafts.

The various CIO officials were
advised that ANG International head-
quarters has recommended that such
groups seek charters as federal lo-
cals of the American Federation of
Labor, and that this course has been
followed in Philadelphia, San Fran-
cisco, Cleveland, and possibly else-
where; that, so far as is known, no
such CIO local industrial charters
(Continued on page 6)

Guild Not To Attend AFL Parley

IEB Regards Cincinnati
Meeting as New Threat
to Labor's Advance

The International Executive Board
has voted not to send ANG officers
to the conference of representatives
of national and international unions
called by the A.F. of L. Executive
Council for May 24 in Cincinnati to
take some action regarding the
Committee for Industrial Organi-
zation.

The IEB decision, made unani-
mously, was based on the belief that
the conference represented an at-
tempt to give a semblance of rep-
resentative character to a highly un-
democratic meeting and that the
purpose was to aim a further attack
at labor unity and cripple the historic
advances in the movement being
made under the leadership of the
CIO. The ANG, the Board decided,
could not co-operate in such a project
by sending a delegate.

Announcement of the Cincinnati
conference by the Executive Coun-
cil indicated that it was being called
in place of the special convention
which the council was authorized to
summon by the Tampa Convention.
A special convention would have
meant representation for the federal
local unions, state federation, and
city central bodies, many of which
have gone on record either in sup-
port of the CIO's organizational
drive or against the Executive Coun-
cil's actions.

The announcement, which was
largely a bitter attack on the CIO,
made it appear that the CIO unions
had virtually taken themselves out
of the A.F. of L. and added, "Under
such circumstances it is not essential
that a special convention be held."
No specific statement was made as
to the purpose of the conference ex-
(Continued on page 5)

Press Signs Anew As Pickets Force 6-Day Suspension

NUJ Member Tastes
'Wild East' on Visit

It was the "wild east" that
greeted N. Howard Culpin, mem-
ber of the British National Union
of Journalists, on the staff of
Reynolds News, London, when he
arrived in the United States for a
vacation.

He headed straight for ANG
headquarters, where he heard of
the Long Island Press strike. A
few hours later he turned up at
strike headquarters. For the next
several days, until the strike
ended, he was the most faithful
picketeer of all, carrying signs up
and down with the mass of strik-
ers and sympathizers who kept the
plant closed.

He camped on the cots installed
at headquarters to enable the
picket line to be kept going all 24
hours. Even a touch of gripe did
not stop him.

Quick Victory For Mailers

NEWARK, N. J.—A two-weeks'
strike of the Mailers' Union against
the Newark Ledger was won here in
the early hours of May 9 after a ten-
hour mass picket line of members of
the union and supporters, including
a large number of Guild members,
halted operations in the plant and
gave the paper the alternative of
settling or suspending publication.
Assisting President Harry L. Cul-
(Continued on page 5)

6-Months' Truce Is Arranged—Firing Curtailed—All Strikers Back

Mass picket lines that forced the
Long Island Daily Press to remain
closed for six days, the first time
the paper ever missed an edition,
brought a settlement of the ANG's
biggest strike to date on May 6, a
month and a day after it started.

This was the second time within
ten days that the paper, in the Ja-
maica district of New York City,
had entered into a settlement with
the Guild, and this time the settle-
ment appeared to be really effective.
On the fifth day afterward affairs
were still going smoothly.

The smashing of the first settle-
ment, signed on April 26, occurred
two days after the signing when the
62 strikers were supposed to report
back for work. Taking advantage
of a "right-to-manage" clause under
which firings were to be permitted
for economy and changes in policy,
and which the publisher insisted on
inserting in the contract, the man-
agement sent word to the strikers
that 27 were to be discharged.

Guild negotiators had resisted the
insertion of this clause at the con-
ference under Mayor LaGuardia's
mediation at which the contract was
signed, but had been obliged to
yield.

Mass Firings
The mass firings constituted the
second big double-cross on the part
of the paper. Previously, after
maneuvering the Guild into accept-
ance of arbitration against its prin-
ciples, it refused to accept the
award, made by three members of
the Jamaica Ministerial Association,
when it turned out favorable to the
Guild. The paper is owned by S. I.
Newhouse and is one of a chain of
three with which the Guild has had
trouble.
After the arbitration episode the
(Continued on page 3)

Pact in Salem Bars Firings for Economy

SALEM, Mass.—A contract, em-
bodying a prohibition against firings
during the life of the agreement
"except the discharge is due to wilful
breach of duty or gross misconduct,"
and with wage minimums providing
for numerous raises, some as high
as \$16 a week, was signed with the
Salem Evening News on May 4.

The signing followed eight weeks
of negotiation. The local Guild was
formed on Jan. 23, and has enrolled
all but one member of the staff and
all but one district man.

The minimum scales included on
of \$50 for copy readers, sports editor
and telegraph editor. Recognition of
the right of staff members to write
(Continued on page 4)

BUILDING Why Are A F of L Heads Calling a "Conference"?

—By JONATHAN EDDY—

THE executive Council of the American Federation of
Labor has called a conference with officers of interna-
tional unions not yet disfranchised to take place May 24
at Cincinnati, Ohio.

Calling of the conference is in defiance of the machinery set
up by the Tampa Convention by the very ones who now seek
to carry further their attack upon the American labor move-
ment. The Executive Council there asked for authority to call
a special AF of L Convention to deal further with the Com-
mittee for Industrial Organization. It received that authority,
as it received everything else it asked for, the CIO unions
having been disfranchised in advance.

Now this same Executive Council, in order to remove even
a minute opportunity for protest against its violent conduct,
disbars the State Federations, the local central labor councils,
the federal locals. Instead of the convention which it pretend-
ed it would call, it conducts a "conference." More fitting would
be the term "conspiracy."

Its call contains another mendacious attack upon the CIO,
but it announces that the purpose of the conference is to
initiate an organizing campaign. If that is the actual purpose
of the conference, why does the Executive Council declare in
the same document that it "regrets exceedingly the necessity
for this urgent step."

From the point of view of the Executive Council, the only
urgency is to obstruct the great forward march of labor led
by the CIO. The Executive Council feels it urgent to inaug-
urate an organizing campaign for one purpose only, namely
to divide and obstruct the drive of the CIO for unionism in
(Continued on page 6)

ASK HEARST CHAINDRIVE

Three Units Move For National Dealing

(Continued from page 1)

His idea was to make the pact a three-year open shop agreement, subject to wage adjustment by arbitration at annual intervals. This proposal was contingent upon acceptance of a five-year blanket arbitration management by which the Guild was asked to submit every possible issue, including contract renewal, to arbitration.

Press Shop Issue

Kelly wrote guarantees into both proposals against strikes, boycotts and—apparently with an eye on the precedent used successfully recently by the Chicago Typographical Union—a provision to prevent sit-down strikes in the guise of unit meetings during working hours.

The negotiating committee, headed by Charles L. Irvine representing the International, Carey McWilliams, Guild counsel, and J. W. Gillette of the Musicians Union, said that the Guild would not consider any proposals until the Guild shop issue had been settled.

Although he had first said that he had full authority to act, Kelly declared that if the Guild was going to insist on the Guild shop in spite of his denial, he would have to take it up with a higher authority.

Fourteen Hearst units, in Pittsburgh, Chicago, San Antonio, Seattle, Milwaukee, San Francisco, Albany, Omaha, Oklahoma and New York City telegraphed messages of support to the "Herald-Express unit," backing their demand for the preferential shop.

Pittsburgh Wires
The telegram from Pittsburgh, where the Guild has been in negotiations for several months with the Sun-Telegraph, said:

Appreciate action of your unit in standing firm for preferential shop. Believe we should all act together and that, in so doing, we will win a real victory for the American Newspaper Guild. We are co-operating with national office. Trust you will do the same. Best of luck to you.

The Herald-Express unit in Los Angeles passed the following resolution:

"It is Resolved, That negotiations with the management of the Evening Herald and Express be held in abeyance to permit negotiations on a national basis between the American Newspaper Guild and representatives of the Hearst general management, with the view of establishment of a basic contract relative to a preferential shop and other basic matters of policy, excepting, how-

ever, agreements as to salary and various other strictly local conditions and to its further."

"Resolved, That we delegate to the Guild International Executive Board the power to negotiate on these basic matters, provided that all other Hearst units delegate like power."

In the negotiations conference which preceded the unit meeting, Kelly said that the management wanted to protect employees who didn't want to join the Guild and that, further, employees were prejudiced as reporters by Guild membership.

When it was pointed out to him that his counter-proposal provided the right to hire and fire without question by the Guild and that if such a right were granted, his argument about the possibility of prejudice on the part of Guildmen was invalid, he could reply only that he didn't think "open shop Los Angeles" was the "place to make the first step in that direction."

Chicago Proposals Drawn

CHICAGO—After requesting negotiations with the American and Herald-Examiner (both Hearst), the two unit chairmen met here with the Hearst wire, service chairman and Organizer Don Stevens and drafted a proposal to all Hearst unit chairmen for chain-wide negotiations.

The text follows:
All Hearst paper and wire and photo units and local Guilds with Hearst units, attention: In view of the fact that attempts to maintain chain fronts for Guild shop on Scripps and Block chains proved imperfect because they were merely consultative and individual unit bargaining made it possible for nationally unified chain managements to break Guild unity, and for fear unified national Hearst general management may succeed in same tactic to divide and conquer us all, as appears possibly being started in Los Angeles and Pittsburgh, we call on you to urge ANGL-International Executive Board to co-operate in making possible for all Hearst Guildmen to be represented simultaneously in collective bargaining on national scale with general management.

Idea would be to standardize certain minimum basic conditions, such as closed shop, hours, days, vacations, dismissal, indemnities nationally, while allowing variation in pay and other things according to local conditions in various areas or cities, as many successful nation-wide unions do, while utilizing full strength of nation-wide membership to push up local conditions and thus end isolated position of local bargaining on basis of own local strength.

This appears to us only logical method when all employed by same management. We call on all Hearst Guilds to request Hearst units to meet on or before May 10 earliest, regardless any pressure or seeming sacrifice temporarily of gains being offered to bribe

Guild at 4102 Steuben Tower, Chicago, or airmail, stating whether such meetings will be held and what probable outcome and any other ideas, and, in order to allow time to organize Hearst chain front, that they pledge selves to prevent signature any open-shop Hearst contracts before May 15th earliest, regardless any pressure or seeming sacrifice temporarily of gains being offered to bribe

Hearst Offers Trimmings With Los Angeles Pact

The following highlights from the joint contract-arbitration agreement proposed by Harvey J. Kelly, Hearst labor relations counsel, as an alternative to the Guild-shop contract demanded by the Los Angeles Guild, clearly reveal a new line of tactics by the management.

The management, accepting contracts as inevitable, is seeking to tie our hands in every conceivable manner, not only through arbitration but by attempts to have labor bodies not particularly noted for aggressiveness "guarantee" the anti-union provisions of his proposals. Excerpts follow:

"This contract . . . between the Evening Herald Publishing Company . . . and the Los Angeles Newspaper Guild . . . affiliated with the Los Angeles Labor Council, which underwrites this contract on behalf of the Guild and those of its members who are employees of the Publisher."

It is mutually agreed that employees who are not members of the Guild shall be admitted to membership upon the same terms and conditions as now govern the admission of others to such membership upon the application of any such employee now or hereafter made, but no employee shall be compelled by either the Publisher or the Guild at any time to join the Guild or any other organization if he does not wish to do so. . . .

With the permission of the Publisher or the managing editor, in each instance, the Guild may hold unit meetings on the premises of the Publisher between the hours of 7 o'clock a. m. and 6 o'clock p. m., provided that said meetings shall be held at times when the employees attending said meeting are off duty. Under no circumstances shall a meeting be held at a time or in a manner which interferes with the normal operations of the newspaper.

It is mutually agreed that there shall be no interference, direct or indirect, with the right of the Publisher to publish whatever it may deem fit of any nature whatsoever.

Office Rules Made Sacred
Discharge of any editorial employee for causes other than neglect of duty, insubordination or violation of office rules, obligates the Publisher to pay said employee a sum of money in accordance with the following schedule (etc.).

Without permission in writing from the Publisher no full-time employee shall engage in any other employment.

The Publisher shall be the sole judge of the number of employees to be employed in any capacity and its decision shall be final and not open to question by the Guild.

The Publisher may, as it deems necessary, increase, reduce or eliminate departments and may transfer any employee from one position to another. Should the Guild believe that any member has been or is being discriminated against, the Guild may bring the matter before the Joint Standing Committee, provided the order of the Publisher or its representative has been complied with pending adjudication of the appeal.

Should a majority (of the standing committee) fail to agree upon a Guild member . . . the said fifth member shall be selected by the President of the Los Angeles Central Labor Council and the Chairman of the Special Standing Committee of the American Newspaper Publishers' Association or their proxies. . . .

This contract shall be in full force and effect . . . until a new contract has been settled by conciliation or arbitration, or until a new contract and conditions of that certain Arbitration Agreement, made and entered into contemporaneously herewith. . . .

Five-Year Arbitration Clause
This arbitration agreement shall be effective for a term of five years from the date signed.

The Guild and members thereof shall be protected against lockout or act which discriminates against members of the Guild (protection against everything but wholesale dismissals in an open shop—Ed.) provided said Guild and members thereof have complied with the terms of this agreement and the contract of which it is a part.

The Publisher shall be protected against walkouts, strikes, boycotts or any action by the Guild or members thereof, which tend to delay publication or injure the interests of said Publisher and against any other form of interference by the Guild or members thereof with the normal and regular operation of the Los Angeles Evening and Express.

The board of arbitration is not obligated to set forth its reasons for making the award, but may do so in the written award only. . . . An award of the board shall be for at least one year, but the board may provide that its award shall be effective for a longer period, not to exceed three years.

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OBJECTIONS PASSED BY

Youngstown Pact Is Won Over Much Opposition

YOUNGSTOWN, O.—The Youngstown Guild and William F. Maag, Jr., publisher of the Vindicator, signed a contract on May 7 containing a large number of concessions which Maag at first opposed.

The Vindicator, Youngstown's only newspaper, carried the story of the signing of the contract on page one under a small headline.

The agreement, containing almost all of the Guild's requests, provides a \$40 minimum for experienced reporters, the 5-day, 40-hour week, with three Guild members excepted, and dismissal indemnities up to 15 weeks' salary after 15 years of service. The agreement also provides vacations with pay and sick leave. The three exceptions to the 40-hour week are an editorial writer, city editor and sports editor.

Inasmuch as the management was at first opposed to both signing a contract and to the 5-day week, the agreement is considered an important victory for the Guild. In addition, the dismissal bonus was boosted from 12 weeks to the 15 weeks asked by the unit and the amount was made payable at a three-year high instead of 26 weeks as the paper first offered.

The local also succeeded in securing the insertion of a clause providing for the payment of expenses incurred in company work and in having the sports and political writers included to receive overtime payments. Other points were won when the management removed a freedom-of-the-press clause from the contract and reduced from 40 to 40 days the time limit for putting the 5-day week into effect.

Beginners are to be paid \$25 during the first year. Office boys, who receive a minimum of \$15, will receive a \$5 increase during the six-month training period in editorial work.

Business Office Men's Organization Spreading

(Continued from page 1)

prising rate in all parts of the city. Temporary officers of the city-wide organization were elected and installed at the meeting. A city executive board was appointed, as were emergency, membership-publicity and constitutional committees.

The new union is being sponsored by the Newspaper Guild, the New York Advertising Guild (of advertising agency space-buyers, etc.) and the Bookkeepers, Stenographers and Accountants Local 12846.

The financial condition of the whole Hearst organization. A similar request had been directed to the SEC a month ago by the Labor Research Association.

Paul Kera, New York City Civil Service Commissioner and Bernard J. Reis, author of False Security and former accountant in fraud investigations conducted by the New York State Attorney General, filed complaints relative to the general financial set-up.

Boycott Protested
The boycott against Hearst newspapers was the subject of another complaint. The objection was made that the boycott affects the value of good-will which assumes large figures on the balance sheets and that it limits possible expansion of earnings. It was argued that reference to this situation should be contained in the registration statement.

Other complaints are reported to have been made about assertions in the registration statement regarding Good Housekeeping Institute, regarding general labor policies in the Hearst organization and on other matters.

If the complaints are accepted by the SEC, effects would be as follows:
An order to stop the issue would be followed by hearings at which all complaints would be argued before the Commission.

Acceptance of the complaints of insufficient disclosure would result either in a request by the companies to withdraw the issues or in the publication of data which had not been admitted previously.

Withdrawal of the issues would create the problem of financing the repayment of a substantial amount of debt. It would force William Randolph Hearst, top parent of the organization, to make personal payment on those obligations which he had guaranteed.

ANG ROSTER 10,209; DOUBLED IN YEAR

Active Guilds Have Increased to 88 From 58

With 10,209 members listed on its rolls during April, the ANG has almost doubled its roster in the past year. The total in April 1936 was 5,334.

The number of active Guilds rose from fifty-eight to eighty-eight. Four small Guilds which had been listed as active passed out of existence, while two were reorganized and thirty new locals were chartered. Several of the fifty-eight listed a year ago were really inactive, but virtually the entire present list is made up of functioning organizations.

A detailed analysis of present membership is being prepared for the convention. Listed membership is still in excess of that paying dues, as many locals are slow to clear their rolls of delinquents, but locals are steadily tightening their machinery, and it is probable that today the ANG has an effective dues-paying roster well in excess of 9,000.

	April, 1937	April, 1936
Membership of chartered Guilds (employed)	5,338	5,183
Membership of chartered Guilds (unemployed)	261	216
Total	5,624	5,429
ANG membership at large	160	119
Grand Total	5,843	5,548

For Labor Unity NCNG Backs Drive Of Organization

SAN FRANCISCO—The Northern California Newspaper Guild participated in a Bay Area conference of nearly 150 representatives of 50 unions which adopted a series of resolutions designed to protect unity and autonomy in the West Coast labor movement.

Arthur Eggleston of the Chronicle unit of NCNG, who attended the first session of the unit group, was named to its co-ordinating committee to help further the program. NCNG later appointed two more delegates, Louis Janovsky of the Examiner and Eric Erickson of the Call-Bulletin, and concurred in the resolution urging preservation of labor's unity.

The conference also resolved to support "organization of the unorganized" and to "prevent confusion in the labor movement."

FOR CONVENTION WIVES St. Louis to Show Hospitality

ST. LOUIS—An entertainment program for Guild wives, covering the four days when their husbands are likely to be busiest in committee and general sessions, has been arranged by the local committee for the national convention of the ANG to be held in St. Louis, June 7-12.

A women's committee, headed by Ruth Moore, reporter for the St. Louis Star-Times, has charge of the program which will cover the four days from Monday through Thursday.

On the first afternoon of the convention the women will be taken on a visit to several beautiful private gardens, ending with a get-together tea at Peter Spitzer's garden in suburban St. Louis County. Other events are a tour of historic sites on the St. Louis riverfront and luncheon and style show at a local department store Wednesday afternoon, and on Thursday afternoon

a tour of St. Louis' West End, with visits to the Zoological Garden, Lindbergh Museum and the Art Museum, all in Forest Park.

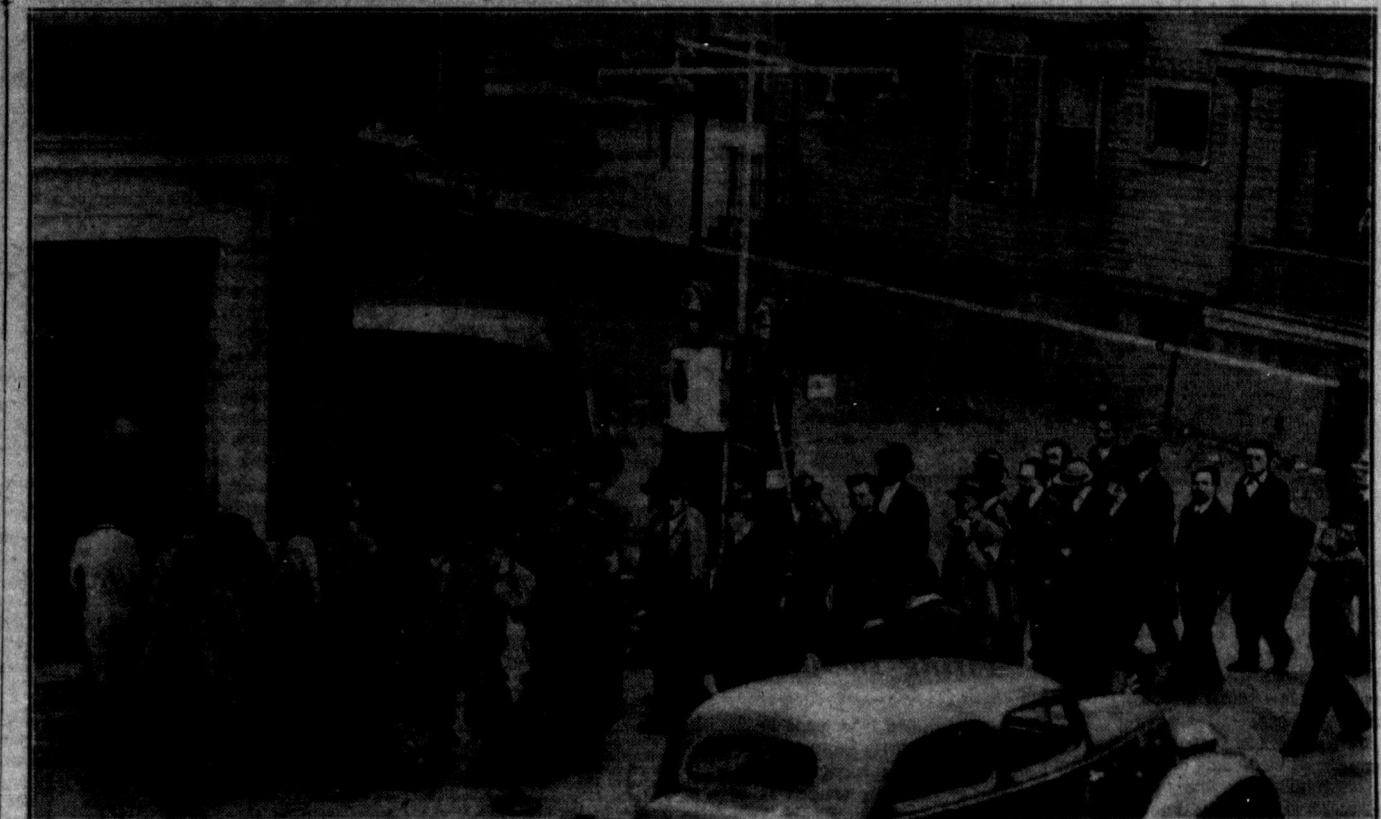
Members of Miss Moore's committee include: Mrs. Margaret Ruhl, Mrs. Fay Proffitt and Rebecca Hood of the Star-Times; Mary Clynes of the Globe-Democrat.

They are assisted by a group of Guild wives including: Mrs. Leroy Oetler, Mrs. Harold T. Meek, Mrs. Nat Laddin and Mrs. Margaret Parker. In addition, Guild wives are invited to attend the reception and cocktail party by the local Guild at the Statler Hotel for arriving delegates and IEB members the day before the convention opens. They also are invited to the convention dinner-dance on Wednesday night.

Registered delegates will receive free tickets to the dinner-dance, but they will have to purchase tickets for their wives or guests.

They ALL Went Back

Strikers Marching in After Defeating Press's Attempt to Fire 27



STRIKE IS POPULAR

Press Strike Settled Second Time When Publisher Signs Truce on Firings

(Continued from page 1)

Guild began mass picketing. It was broken up by a police attack that caused several injuries. Such public pressure developed, however, that the paper was forced into the first settlement.

When the mass picketing was resumed a police charge caused injuries to several persons and one Guildman, Alan Hathaway, chairman of the New York Daily News unit, was arrested on an assault charge, but was paroled. The mailers refused to handle the paper and the mechanical crafts, finding their attempts to cross the picket lines resulted in clashes between the police and the pickets, stopped at attempting to go through and the paper closed.

All-Night Watch
The mechanical workers kept all-night watches to prevent the Press management from importing any ANPA strikebreakers.

Efforts to split the union solidarity were unavailing and members of the Guild, headed by Carl Bandau, New York Guild president, were invited to sit in on official meetings of the Six Six, New York ITU local. The union voted a \$33 weekly allowance to its members prevented from entering the plant.

Through the activities of the mechanical unions, a number of conferences were arranged between the management and the Guild, but no settlement was reached until the matter was again laid before Mayor LaGuardia.

The signed memorandum directed specifically to help staff, Organizer Don Stevens on April 14 covered the News office with a one-sheet mimeographed analysis of News conditions and called a meeting. Two meetings tripled the membership to thirty-four within ten days. Then Colonel Knox called a staff meeting.

20 Akron Raises For Defense Fund

AKRON—Guild members on the Akron Times-Press who received raises under the new Guild contract minimums came through 100 per cent in giving the first week's raises to the Guild.

All of the 25 staff members who received raises turned them over to the Guild treasury.

PEACE IN JAMAICA

Press Strike Settled Second Time When Publisher Signs Truce on Firings

(Continued from page 1)

82 strikers and the discharge of strikebreakers and the status quo of such employment for sixty days from date.

Discharges to reduce the number of strikers re-employed shall not exceed five percent per month or three persons, such period to start after the sixty days. If people leave the staff voluntarily their departure shall be included in the authorized five percent reduction, but the management need not employ additional people in case the persons leaving voluntarily should exceed five percent.

The discharges during this four-month period shall be on a priority basis as to each classification in which discharges occur but the total shall not exceed three persons for the staff.

This memorandum agreement supplements the agreement entered into April 26, 1937.

By the time this arrangement expires, the 5-day, 40-hour week provided in the original contract will

be in effect. The contract also provides for a full Guild shop, minimums ranging up to \$50 a week, and generally better working conditions. The payroll was raised \$30,000 a year by the new minimums.

Donald Dunkin, who was seriously injured in the early mass picketing, left the hospital on May 6. He is the 19-year-old son of James Dunkin, veteran newspaper man and Guild member on the City News Association.

One of the original strikers, John E. Sulphin, who had been city editor, was bought off by the management and quit the strike after 10 days to return to work as a copy reader.

Arbitration Plans Are Opposed By IEB

The IEB has ruled that the incorporation of any kind of arbitration plans in any open-shop agreement is against Guild policy.

The Board vote was in support of a declaration that approval would not be extended to contracts of such a nature.

be in effect. The contract also provides for a full Guild shop, minimums ranging up to \$50 a week, and generally better working conditions. The payroll was raised \$30,000 a year by the new minimums.

Donald Dunkin, who was seriously injured in the early mass picketing, left the hospital on May 6. He is the 19-year-old son of James Dunkin, veteran newspaper man and Guild member on the City News Association.

One of the original strikers, John E. Sulphin, who had been city editor, was bought off by the management and quit the strike after 10 days to return to work as a copy reader.

KNOX CATCHES STEP

Hears of Guild and Installs 5-Day Week

CHICAGO—It took the Guild to do what even NRA never did, move Col. Frank Knox to give the editorial workers of the Chicago Daily News a 5-day, 40-hour week for the first time in history, and after all other Chicago papers had adopted it.

Opening a belated organizing drive directed specifically to help staff, Organizer Don Stevens on April 14 covered the News office with a one-sheet mimeographed analysis of News conditions and called a meeting. Two meetings tripled the membership to thirty-four within ten days. Then Colonel Knox called a staff meeting.

With a speech obviously inimical to the Guild and a great show of what apparently was supposed to constitute collective bargaining, Colonel Knox announced that the staff could have a 5-day, 40-hour week, three week vacations after three years' service and dismissal indemnities of a week's pay

for every year of service up to five years. He asserted that a \$50 minimum for three-year experienced men was in effect, although some present appeared puzzled about this. Finally, the workers were asked to put up their hands for or against these provisions. Amazingly, they voted for the five-day week, etc.

Much tension developed later on the staff, for and against the Guild, allegiance to which had been indicated by Colonel Knox as constituting disloyalty to the News and a free press. Colonel Knox delayed a trip to Europe while the Guild situation was supposedly "hot," but finally sailed on May 8.

He announced his intention of studying the Fascist countries first and then the democracies to discover a "solution" of labor relations questions, including a revision of methods—apparently indicating an open mind as between Fascism and American democracy.

HEARST SET-UP SEEN AS BASIS FOR NATIONAL BARGAINING

By a FINANCIAL REPORTER

Generally assumed, but never before fully confirmed is the existence of a common management throughout the Hearst organization, disclosed in the registration statement filed with the Securities & Exchange Commission covering a proposed issue of \$22,500,000 debentures of Hearst Publications, Inc. Properties are shifted from company to company as convenience suggests.

Admission that different Hearst units are operated as though they are "divisions of a single business" clears the ground for the signing of a single Guild contract covering all of the papers.

Organization Described

Local Guilds seeking working conditions on Hearst papers similar to those enjoyed in other cities, if told that each paper stands on its own

feet and determines its own scales, can effectively refer to the following paragraph in a statement just filed:

"The company, its divisions and its subsidiaries have, from their respective dates of organization or acquisition, been under a common ownership and executive management, operated from a practical standpoint as though they were branches or divisions of a single business, to an extent that inter-company advances and interchanges of working capital funds have been a common practice; joint facilities, commodities, features, news and other services have been conducted in some instances without contracts and on a non-uniform basis of charges therefor, and lessor and lessee relationships have not . . . at times measured occupancy benefits. Loans have been obtained by its subsidiaries during the three year period for the benefit of other Hearst companies, and the interest on such loans or part thereof has

been paid or charged to such companies."

Although the Hearst Magazines \$10,000,000 issue was registered in early March and the Hearst Publications securities shortly after, neither has been placed on the market thus far. The Securities Act requires the lapse of twenty days between registration of securities and their public offering in order to permit adequate time to the SEC and to the public to examine the character of the securities. Several twenty-day periods have elapsed.

Reflecting what is assumed to be the reaction to Hearst's editorial and labor policies, several complaints were lodged with the SEC asking either that the offering be stopped or that additional disclosures be made. The New Republic, liberal weekly, called attention to the contradictory management, urging that since capital funds are shifted back and forth, registration statements should show

the financial condition of the whole Hearst organization. A similar request had been directed to the SEC a month ago by the Labor Research Association.

Paul Kera, New York City Civil Service Commissioner and Bernard J. Reis, author of False Security and former accountant in fraud investigations conducted by the New York State Attorney General, filed complaints relative to the general financial set-up.

The boycott against Hearst newspapers was the subject of another complaint. The objection was made that the boycott affects the value of good-will which assumes large figures on the balance sheets and that it limits possible expansion of earnings. It was argued that reference to this situation should be contained in the registration statement.

Other complaints are reported to have been made about assertions in

the registration statement regarding Good Housekeeping Institute, regarding general labor policies in the Hearst organization and on other matters.

If the complaints are accepted by the SEC, effects would be as follows:
An order to stop the issue would be followed by hearings at which all complaints would be argued before the Commission.

Acceptance of the complaints of insufficient disclosure would result either in a request by the companies to withdraw the issues or in the publication of data which had not been admitted previously.

Withdrawal of the issues would create the problem of financing the repayment of a substantial amount of debt. It would force William Randolph Hearst, top parent of the organization, to make personal payment on those obligations which he had guaranteed.

LETTER FROM C.I.O. Labor Notes . . . "Unorganizable" Steel

Guild Is Urged to Broaden Constitution to Make Place for Business Staffs

(Continued from page 1)

Guild's AHA Asked

Responding to requests from New York advertising men, Eddy recently arranged a conference on this question which was attended by President Charles F. Polk of the Newspaper Guild of Philadelphia and Camden; President William J. Farnon of the Philadelphia Advertising Guild; and representatives of the Book and Magazine Guild, the Bookkeepers' Stenographers and Accountants' Union, and the American Advertising Guild. The conference laid plans for an organizing campaign in New York, where 250 such workers are already enrolled in the B. S. & A. U., while leaving aside the question of the avenue of affiliation with the labor movement until a representative group shall have been established which can then decide for itself.

Organization in this field is now under way in varying forms and degrees in the following cities, according to correspondence with ANG headquarters:

Philadelphia Seattle, Wash.
San Francisco New York
Rochester, N. Y. Akron, Ohio
Virginia, Minn. Chattanooga, Tenn.
Birmingham, Ala. Minol, N. D.
St. Louis, Mo. Madison, Wis.

The text of Eddy's inquiry and Brophy's reply follow:

Eddy to Brophy
WASHINGTON, D. C., May 4, 1937.
Mr. John Brophy, Director,
Comm. for Industrial Organization,
Washington, D. C.

Dear Sir and Brother:

In line with the forward march of labor led by the CIO, new groups of workers in the newspaper and publication field are seeking to organize. I have reference to the business office, circulation, and advertising employees. These are so-called white collar groups, and no national or international union admits them. In various parts of the country they have sought admittance into the American Newspaper Guild, the only white collar union in the field, but our Constitution does not provide for them.

Local officers of the Newspaper Guild have counseled with groups of these workers and where possible have assisted them to form local organizations of their own. Having been unable to affiliate with their brothers in the newspaper industry, they have sought and obtained Federal charters in Philadelphia, San Francisco, Cleveland, and I believe, in Madison, Wis. Some of these have established contractual relations with the employers. In other cities a scattering has been organized within the general office workers' unions of the American Federation of Labor, but have expressed discontent with the failure of the latter to grant a charter for national organization. As far as I know, all such organization has been with an objective of eventually becoming a part of the Newspaper Guild.

Some of our members have expressed the view that it is up to us as the "white collar" international in the industry to make room for them and conduct an active organizing campaign. On the other hand there is a feeling that the Newspaper Guild already has a sufficient quota of problems, and responsibilities. In view of the fact that we are soon to have a convention, at which our general policy towards these men and women is certain to come up for discussion, your opinion as to the proper course would not only be helpful, but very timely.

Fraternally,
(Signed) JONATHAN EDDY.

Brophy to Eddy
WASHINGTON, D. C., May 4, 1937.
Mr. Jonathan Eddy, Executive Secretary,
American Newspaper Guild,
New York City.

Dear Sir and Brother:

This is in reply to your letter of

May 4 in which you state that a number of groups of white collar employees in the business office, circulation and advertising departments of newspapers have sought admittance to the American Newspaper Guild.

You state that no national or international union admits these people and that the constitution of the American Newspaper Guild likewise does not provide for their admittance.

In line with the general organizing policies advocated by the Committee for Industrial Organization, "any judgment that such groups belong in the American Newspaper Guild."

Your Constitution states that it is the purpose of the American Newspaper Guild "to promote industrial unionism in the newspaper industry," and it would therefore seem to me that it would be consistent to change your Constitution to admit these white collar groups which work in the same office as your members.

This at any rate is the CIO policy in relation to this matter.

Until you have made this change, which I think is imperative, we could admit these white collar CIO local industrial groups on a temporary basis.

Fraternally yours,
(Signed) JOHN BROPHY,
Director.

A New York letter signed "Copy-bugs in America" has been received by the Guild Reporter.

Proper identification must accompany letters, although the Reporter will not disclose the signatures if so requested.

BUILDING

(Continued from page 1)

the form adapted to the day, in the form of industrial organization.

Why Conference and Not Convention?

THROUGHOUT the controversy, this organization has followed a temperate and conciliatory course. Again and again, we have called public attention to the manifest infraction of democracy inherent in the disfranchisement of hundreds of thousands of workers. On the other hand, while supporting the great drive of the CIO, we have done nothing that would widen the breach. If our appeals to the Executive Council went unheeded, at least we made them.

But much water has gone over the dam, and today the rate is ever more rapid. With workers flocking by increasing thousands to the CIO banner, the logic of the obstructive position assumed by the Executive Council forces it inescapably into functioning as an agency of anti-unionism. Starting from opposition to industrial unionism, the Executive Council now approaches a position against any and all worker-controlled unionism. Anti-unionism is by no means a fair characterization of the thousands who, like ourselves, are still within the fold of the A. F. of L. But it is becoming a basic motivation of the Executive Council. Essentially it is this developing fear of worker-controlled unionism in general which causes the Executive Council now to depart from its own earlier program, and, at Cincinnati, to exclude the representatives of the state and city central bodies and the federal. Despite a voting system which tends to make the will of the central bodies a negligible factor, despite the consequent assurance that the will of the craft union officialdom would prevail at a Convention, the Council today cannot face even the verbal criticism of these bodies, which constitute the backbone and flesh of the broad labor movement. The Council cannot afford to have such delegates return to their homes, as they did after the Tampa Convention and recount the high-handed proceedings. So the state federations, the city centrals and the federals are now subjected to the same treatment as was accorded the CIO unions last summer in advance of the Tampa Convention. They are marched down the gang plank, in advance.

What Kind of Unionism Is This?
THUS ANG and all progressives still within the fold of the A. F. of L. must now ask themselves: Does our past policy of working for unity between the CIO and A. F. of L. still hold practical content for today? In view of the latest developments, is it still practical to establish of unity on a basis of mutual accommodation?

In Kansas the American Federation of Labor has taken company unionists and mobsters into affiliation and sent them forth to smash a genuine union with gas bombs and pick handles supplied by the employers.

In Cleveland, the American Federation of Labor, in connivance with the employers, incited a riot in order to obstruct metal workers in their efforts to bargain collectively.

In New York, the American Federation of Labor, in order to defeat the genuine collective bargaining of thousands of employees, made a backalley deal with the Edison Company.

If the purposes of the Cincinnati conference is to organize such tactics on a nation-wide basis, which appears to be the fact, the ANG cannot cooperate in the conspiracy. Indeed, if the conference continues in any way the course now being pursued by the Executive Council, the ANG, I believe, will want to consider definite action at our St. Louis Convention.

By M. HUSHEWITZ

Do you recall when people went around saying that the steel industry would never be organized? Well, things do change, for today there are 600 locals in the steel union with a membership of 325,000 workers. Contracts have already been signed with 90 companies, including all the U. S. Steel subsidiaries and the major independent companies. Particularly interesting in the battle to organize steel is the utter failure of the steel companies to take care of their own baby, the company union. Not only has the company union faced the opposition of the legitimate union, but the steel employers have turned tail and refused to recognize their own offspring, refused to pay out money for the maintenance of the company union, and wound up by even refusing to give them a place to meet in on company property.

So the company union in steel makes a hasty exit without even the courtesy of school janitors, dental technicians, machinists, gas station employees, blacksmiths, carpenters, potato chip workers, fur workers, plumbers, musical instrument workers, textile workers, rubber workers, hosiery workers, meat cutters, retail clerks, barbers and window washers. All these items culled from two labor clip sheets bearing the same date.

Department Stores "Couldn't Be Organized"
"Another industry which 'can never be organized' took it on the chin when the Department Store Employees Union, Local 1250, of New York City, signed a one-year agreement with the Hearn Department Stores. More than 2,500 workers were affected by the agreement, which provided for the establishment of the 5-day, 40-hour week, increases in wages for all the workers, vacations with pay, daily rest and lunch periods and a grievance committee. Local 1250 recently attracted nation-wide attention when it ran successful sit-down strikes in New York five-and-ten stores.

The Big Parade—1937 Vs. 1936
According to a release from Labor Research Association, nearly as many workers were involved in strikes in the first quarter of 1937 as in the whole of 1936. Department of Labor figures, on which the estimate is based, show that 210,000 were affected by strikes in January of this year, 225,000 in February and as many in March. In the year 1936, 776,081 workers were out on strike.

Relics of Our Times Wanted by Museum
Commonwealth Labor College at

Union Mariners Snapped in Action

SAN FRANCISCO.—Co-operation between the Guild and the Maritime Federation of the Pacific has brought something new in labor journalism—a sea-going picture book.

It's called "Men and Ships" and is to be a volume of 64 pages of action pictures of union maritime men, at work and on strike. At the helm of the publication, sponsored by Bay Area District Council No. 2 of the Maritime Federation of the Pacific, are three members of the Free Lance unit of the Northern California Newspaper Guild.

The editor is E. T. Jeffers; the photographer, Otto Hagel, and the make-up man, Jack Wallace. 100,000 copies of the volume will be distributed at a nominal charge among unions and the general public, which is evincing considerable interest.

which was accused of sabotaging the drive to organize all the rapid transit workers in subway, elevated roads, power houses, street car lines and buses, and to join the CIO. The Transport Workers Union in New York City, without help from anyone, had succeeded in organizing some 10,000 workers, only to have the AFL step in and deny them jurisdiction, turning the workers over to a union which has a unique record in declaring strikes started by its members as "illegal." So the CIO enters the rapid transit field in New York City and prospects are bright for the immediate organization of the 40,000 rapid transit workers on an industrial union basis.

New and Old Unions Reporting Gains

In labor on the march in the United States? Just look at the labor clip sheets and papers for an answer. Time was when your correspondent was able to keep pace with events and report the most important labor happenings. Today that is impossible. It would be impossible even to list all the labor gains within the confines of this column. A hurried glance reveals gains for the following groups, scattered all over the country: school janitors, dental technicians, machinists, gas station employees, blacksmiths, carpenters, potato chip workers, fur workers, plumbers, musical instrument workers, textile workers, rubber workers, hosiery workers, meat cutters, retail clerks, barbers and window washers. All these items culled from two labor clip sheets bearing the same date.

Michigan "Wagner Act" Is Attack on Labor

Some state legislators in Michigan seem determined to make that state notorious in the eyes of American labor. A bill has been introduced in the legislature which is supposed to be a baby Wagner Act. Actually the bill deprives the workers of the right to strike.

Homer Martin, president of the United Auto Workers, promptly denounced the bill as a travesty on the Wagner Act. The workers, he declared, would never surrender to such an encroachment. To permit this restriction, he continued, "is to permit the undermining of a right which is deemed as fundamental by the American people as the rights of speech, press, assembly and religious belief." He added:

Other provisions of the bill are obviously intended to permit attacks upon labor unions by agencies controlled and dominated by the employer. Labor in the past has been able to take care of its own affairs. There has already been too much interference by the employers through the use of spies, stool pigeons and thugs without the addition of governmental sanction to an inquisition into unions which can have no other object than to demoralize them and aid the employer's anti-union movement.

We are struck with the similarity of many provisions of the bill with the long-remembered provisions during the past week in relation to such legislation by the National Manufacturers' Association and the United States Chamber of Commerce. Many of the provisions of this bill find their inspiration in the Liberty Leaguers who are the avowed enemies of everything that makes for the liberty of the American people.

The anti-union features of this bill are obviously far from the provisions of the Federal anti-injunction bill, known as the Norris-LaGuardia Act, passed by the United States Congress in 1932. This Federal law has application to all of the Federal courts. A law for the State of Michigan, modeled directly upon this Federal law, has already been introduced in the state legislature by representative Joseph Murphy of Detroit, and it should be passed instead of a bill which presumes to restrict the Guild in its features but in reality emasculates them.

Intimations have come to us that there will be a supreme effort made to railroad this so-called labor relations bill through the legislature. We urge all of labor, and all persons interested in blocking this renewed effort of the employers to curtail the liberties of the American people, to protest vehemently against this legislation.

NEW YORK RESTAURANT

PIROLET now at 111 W. 45th—Famous for French specialties. Lunch 55c. Parisian dinner \$1.00. Wines and Liquor. Tel. BRy. 9-6816.

Mena, Ark., issues the following appeal for its museum of social change. Perhaps Guildmen around Stockholm, Cal., and Michigan can oblige the Museum of Social Change on the Commonwealth campus, anxious of its kind in America, is anxious to receive evidence—the vivid record of our hectic days—for permanent display here.

A tear-gas bomb (the sure it's empty) would be an ideal donation to the museum showcases for a starter. There's a place for it right beside the Billy-Stick sent by a Chicago policeman who refused "to shoot or club the unemployed." How about contributing a copy of a hysterical anti-labor injunction, such as Judge Gaden's masterpiece issued against the heroic General Motors strikers? Or some photo? Or hired thugs' bullets from strikers' bodies? Or a 24-cent weekly pay envelope from a textile factory?

This is your chance to help provide for the graphic education of our children and grandchildren—don't deny them a glimpse of 1937's realities!

Collective Bargaining

1. Collective bargaining was written into the Guild program at the 1934 Convention at St. Paul as the basic means for achieving our objectives. It is our fundamental activity and perhaps by corollary, the source of our most acute problems. Our first attempts at collective bargaining were successful only in rare and special instances. It was probably the gradually realized necessity of adopting the method and approach of the trade union that turned us from a federation of quasi-professional societies into a labor organization. Of course, we recognize trade unionism as the means of obtaining and retaining our professional objectives.

2. The history of these three years has been one in which the publishers and their closest associates have denounced the Guild for its use of the strike and in which the Guild has established itself as a serious factor in the industry. It is pertinent that the government, in preparing its case against the Associated Press, argued that the Wagner Act must be upheld in order to avoid strikes. We have learned what every sound organization knows: There is nothing quite so convincing as a good picket line. Whereas, last year at this time, the publisher who was willing to bargain collectively in good faith with the Newspaper Guild was a rarity, we may say today that the publisher who is unwilling to bargain is the rarity. And we are able to attend to those "rarities."

The Battle in New Guinea

3. Today, just as yesterday, however, the pressure from the publisher side is directed at minimizing the strength of the Guild. Thus, many publishers are willing to meet fairly reasonable wage minima, schedules of dismissal indemnities and restricted work week, but seek to do so in such form as to weaken the Guild rather than strengthen it. Naturally, we running strong contracts so that their enforcement shall not entail a running battle for the terms of the contract and in the long run for the existence of the organization. Since a separate report is to be presented to the Convention on the details of contracts already signed, we will not discuss them here.

4. While we can still take the mechanical workers' scale as a yardstick, it becomes more and more necessary that we have our own figures covering specifically editorial departments throughout the country. The Guilds that have lately engaged in collective bargaining have had thrown in their faces the worst features of contracts signed elsewhere. Conversely a Guild, in arguing its points, advances the best features of contracts signed elsewhere. The publishers are united on several matters: they desire to maintain, above all else, the open shop. They place great stress on establishment of the principles of permitting exceptions to the five-day forty-hour week. Many of them, notably the Scripps-Howard chain, are intent upon restricting the Guild in its machinery for enforcing contracts. The Scripps-Howard chain wishes this function of the union to be handled by the unit without effective recourse to either the local or national office.

5. On the other hand, the Guild has fairly well established during the past year the principle of the 5-day, 40-hour week, which up until the Seattle strike was not admitted to be practical except in places where the Guild was large and strong. The publishers are agreed that they must yield to us some sort of job security, but there is a wide difference of opinion among the publishers themselves, as to the length of time which constitutes adequate security. Publishers, as a whole, at the present

IEB REPORT POINTS PROBLEMS FOR CONVENTION

Below is the draft report of the International Executive Board to the forthcoming convention. It has been tentatively approved by the Board, subject to review by a subcommittee, which will go over it on May 23. New passages, of course, may be added before the convention opens. The paragraphs are numbered for easy reference.

Tremendous Strides Seen in Last Year in Bargaining, But Greater Unity Is Urged in Approach on Closed Shop

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ent stage of the labor picture are not questioning the right of the Guild to represent its members. However, just as there is strong resistance to the Guild shop, there is a corresponding resistance to granting that the Guild be by contract, the acknowledged sole agency of collective bargaining. Another point on which the publishers stand united, though they perhaps have not as yet developed a fixed and tangible policy on the matter, is arbitration. Control over all locals' contracts by the International, through the power of the International to "outlaw" strikes coupled with arbitration, is at the basis of the present relations between the publishers and the long-established printing craft unions. This system, on the one hand, makes it impossible for a local union to strike under normal circumstances of failure of the publisher and the local to reach agreement on the renewal terms of a contract. On the other hand, it obliges the International to break the strike, if such strike occurs. In return for this, the union is granted the closed shop.

They Want a Bargain?

6. In the opinion of the International Board, the organized propaganda against the Guild shop is actuated, not by concern for freedom of the press—the Supreme Court has exploded that argument—but by a desire on the part of the publishers' associations to make a horse trade. While, on the basis of actual statistics, the chances of a strike in any Guild unit are perhaps one to one hundred, the publishers are not satisfied with this. They seek some system whereby the union, through its International, will become a strike as a practical weapon of the rank and file and guarantee to break such strikes as may occur outside of a pre-established pattern. Under such a pattern, it would be nearly impossible for a "legal" strike to occur except on the question of original recognition.

7. In recognizing the union, the publisher, under the existing system in other crafts, agrees in all cases to the closed shop. In return for this, however, the local union, through the International, virtually guarantees that there will never be a strike. As a further assurance of this effect, it even becomes "illegal" to take a vote on the question of striking without first obtaining permission from the International. The latter being, of course, bound to oppose it if the publisher is living up to the letter of the long-drawn-out machinery. It has been hinted by the publishers' agents that, if the Guild would surround its provisions for voting on a strike with a restriction which would make a successful strike vote highly improbable, the publishers would be more agreeable to signing Guild-shop contracts. Your Board believes that this is only a "loser."

Good Wages—New Law?

Possibly it is for the very reason that they do not appear to involve immediate working conditions that many members who have not given thought and study to the technical aspects of trade unionism are so ready to abandon insistence on these points the moment they see the wages, hours and security clauses which they desire. It seems doubtful that we will obtain the Guild shop if we proceed to sign contracts without it. Everytime that a contract is signed, no matter where, it adds its weight of precedent, one way or the other, to all contracts that are signed thereafter and elsewhere.

11. While it would be desirable to present a completely unified approach on the question of the Guild shop, there are also matters involving immediate questions such as minimum pay rates, where such unity would be equally helpful. Obviously, for instance, the publisher would like to establish a pay differential whereby newspapermen working in the South would receive up to 50% less than their northern brothers. So long as minimum pay scales are to be set exclusively by individual local Guilds, just so long will we expect great difficulty in combating such differentials. The ideal way of overcoming this would be a meeting of the membership of all southern Guilds and agreement that Guilds would not adhere to rates stated minima—and adherence by each and every local to that agreement. Since this is obviously impossible, it would appear

Stand on Guild Shop

10. There are other points, however, on which we have failed to establish unity, points which rank in importance with any of the foregoing. Outstanding among these in respect to our future strength are the Guild shop, the closed shop, the question of original recognition.

These points come up as major considerations only as publishers have commenced signing Guild contracts. They do not affect our immediate working conditions except in cases where a publisher signs a contract with the Guild for the purpose of impressing his liberal readers and without any sincere intentions of fulfilling the contract—in which case the soundness of the contract has immediate bearing upon the actual working conditions. However, in respect to our stability and future strength, the Guild shop and the status of the Guild as principal rather than as agent are of great importance.

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Assessment Policy

14. At the same time, the board adopted a resolution stating that policy hereafter would be to found all strike support directly on assessments from beginning to end, and this policy has been followed.

15. So one pays strike assessments with any more pleasure than he pays dues, but the overwhelming majority of this organization stands ready, as has been repeatedly demonstrated, to share and share alike in the necessary costs of maintaining a strong Guild. Assessments are effective only when placed on precisely the same obligatory basis as dues. Any Executive Board coming into office at the conclusion of this Convention would be assisted, in its responsibility for maintaining at all times adequate financial support in strike struggles, by some expression of opinion as to whether or not the figure of \$20,000, as

advisable to accomplish the same objective through the setting up of simple and economical machinery with some form of centralization so that the flexibility necessary in negotiations will be preserved. In short, it would seem advisable that we establish ANG policy as to all points that are important and that are apt to arise in any contract and that some measures be taken so that this policy cannot be invalidated at the discretion of any local which happens to be convinced in the course of negotiations that its policy is better than general Guild policy.

Strikes

12. The Wisconsin News strike was, of course, under way at the time of the last convention and was not settled until almost three months later, to be precise, September 1. The Post-Intelligencer strike began two weeks before the termination of the Milwaukee strike. It lasted from Aug. 13 to Nov. 26.

13. The Milwaukee strike was settled by a contract in which the Wisconsin State Federation of Labor and the Federated Trades Council of Milwaukee acted as agents of the Guild. The Seattle strike was settled by contract direct with the Guild. The Long Island Press contract included the Guild preferential shop, the first instance in which this has been obtained through strike action.

The Milwaukee strike and the Seattle strike in turn subjected this entire organization to severe financial strain as well as, at times, strain in the morale of ANG members. While the cost of waging a Guild strike is exceptionally high on the basis of number of men involved (that is average outlay per capita of strikers), the cost has not been large in comparison with what ought to be the reasonable cost of the organization. The difficulty, as was pointed out by the Board and as has been pointed out at conventions in the past, has been the lack of organization of our strike finances. For some reason, this organization, unlike other unions, has hesitated to organize its strike finances on a disciplined per capita basis. It has hesitated, also, although there is adequate provision in the Constitution to build up a respectable defense fund, irrespective of whether there is a strike in the immediate offing.

In the latter part of the Seattle strike, the Board adopted the following resolution looking to equalizing the burden as between those who had contributed on a voluntary basis and those who had not:

"It is the view of the IEB that all local Guilds may be reasonably expected to raise money equivalent to 25 cents per capita per week for the duration of the strike, and the Board serves notice that at the conclusion of the strike or at some specific date the IEB will, in conformity with the constitutional provisions, impose approximately three weekly or monthly per capita assessments to build up a reliable reserve fund against strikes; further, that at the time of imposition of said assessments local Guilds be credited as against the assessments for the full amounts collected after this date from their members and turned into the International Defense Fund."

Literature

16. The Guild Reporter is, of course, the principal medium for dissemination of news and views about the Guild, and therefore the principal organizing medium. A separate report by the editor will take up, in detail, the administration of our chief organ.

17. The Guild Reporter has been conducted not only as a trade union medium, but with the view of making it the best of its kind in the country.

18. The Guild Reporter department at headquarters has also been responsible for the issuance of a Manual and an organizing pamphlet. It is assumed that these will be issued in revised and amplified form following the annual Convention.

19. The practice of issuing local printed mimeographed bulletins and shop papers continues and in the opinion of the Board, the effectiveness and importance of

(Continued on page 8)

contained in the present Constitution, is regarded as a reasonable level to which to build and at which to maintain ANG defenses.

No Reserve of Scale
16. In connection with strikes, it seems worth while to mention the fact that predictions by publishers and by some Guild members with regard to strikebreakers have not been borne out by our experience during the past year. The predictions to which we refer are the statements often heard that high school boys, college students and others can be obtained in great numbers at small pay for the purpose of performing work on struck jobs. Unquestionably, it is true that students are, in most instances, glad to obtain newspaper

IEB DISCUSSES ORGANIZING EFFORTS AND NEEDS

(Continued from page 7)

this type of work is scarcely less than that of the Guild Reporter itself. As our organization grows, it becomes increasingly difficult to include in its leading organ details of local developments. Consideration becomes obligatory and extended stories must be of nature to command the attention of the entire organization.

21. It is sometimes argued that the Guild Reporter should have a more general appeal, that it might be edited so as to appeal to broad sections outside the newspaper field. Two considerations have restricted the Guild Reporter to a more modest program. The first is the fact that the staff must necessarily be small, that we cannot very well go into the commercial field, competing with other publications for names. The second consideration has been the feeling that it is better to put out a first class trade union organ than an experimental, general publication.

Constitution Commission

22. The last Convention instructed the IEB to set up a committee to study the officer set-up of ANG and make recommendations, also a committee to bring in recommendations as to the entire Constitution. Since the latter instruction seemed to include the subject matter in the first instruction, both tasks were assigned to committees comprised of Max Ways, Clyde Beale, C. A. Irvine, Carlton Skinner, Milton Kaufman, Nat Einhorn, Martin Kane, Edward Allen, Terry Tetlow, John Biddison, Victor Pasche, Edwin Scott, John Moutoux, William Shonster, Thomas B. Sherman, Frank Laro, Katherine Beebe, Joseph Rukensbrod and John Klyvi.

23. The Constitutional Commission will report direct to the Convention as to the product of its labor.

Credit Unions

24. The last Convention ordered the IEB to set up a committee to study and report on credit unions. The IEB during the course of the year adopted a resolution reading: "That the Board appoint a committee of five to study credit unions and report to the next convention, and in the meantime recommend to local Guilds that they do not permit the setting up of credit unions in which the name of the Guild figures; that no local Guild or unit officers take responsibility in the maintenance of credit unions." The committee, headed by Organizer Bill Davy, will report separately.

Standards and Awards

25. Conventions of the American Newspaper Guild have directed the executive body to promote a system of standards and awards within the Newspaper Guild. The IEB has made diligent efforts to carry out these instructions, but without adequate response. At the January Board meeting it was voted to issue an appeal to all local Guilds to nominate members to a national committee looking towards this end. The only Guild to respond were Twin Cities, Northern California, and Tacoma. This response was regarded as not a sufficient basis on which to proceed. In view of the practical difficulties confronting the establishment of a nation-wide system of awards and the increasing demands in connection with routine administration and collective bargaining, the IEB believes that the whole matter might be referred to an independent committee for report back to the next Convention.

Independent Political Action

26. The past two conventions of the American Newspaper Guild have endorsed the principle of independent political action, and authorized officers to work in that direction. In the strikes in Milwaukee and Seattle, the Guild worked the support of the Farmer-Labor Progressive Federation of Wisconsin and the Commonwealth Federation of Washington State to be helpful and important. The March meeting of the IEB adopted the following resolution:

"Whereas the 1935 Convention of the ANG by resolution declares itself in favor of independent political action in fraternal cooperation with all other sections of the labor movement and furthermore empowered its officers to take as

active a part as possible in furthering all movements for an independent labor party, and

"Whereas this resolution was reaffirmed by the 1936 Convention of the ANG in a resolution which urged Guild cooperation with local and state-wide farmer-labor parties and with other labor groups for the purpose of providing independent political action of labor," and

"Whereas many unions, either nationally or locally, including the International Ladies' Garment Workers, the United Mine Workers, the United Rubber Workers, the Allied Printing Trades Council of New York, the International Fur Workers Union, the Amalgamated Clothing Workers, the Boot and Shoe Workers, the Maritime Union of America, and many others also including many city and state federations of labor, have taken independent political action on a city or state-wide scale or have expressed the need for such action by resolution, and

Lewis Initiative Trained

"Whereas the initiative of John L. Lewis in organizing and supporting Labor's Non-Partisan League was a decisive factor in directing much of this general political activity by labor toward the logical objective of a national farmer-labor party, and

"Whereas in a recent address in the city of Detroit, Homer Martin, president of the United Automobile Workers of America, eloquently expressed the necessity of solidarity on both the economic and political fronts when he urged workers and their sympathizers to 'work, strike, fight, march, and vote' in order to bring about working conditions and preservation of civil liberties; therefore be it

"Resolved, that the IEB of the ANG, in harmony with the decisions of the national Convention, endorse Homer Martin and John L. Lewis for the intelligent leadership which has directed the attention of organized labor to the necessity for independent political action by the labor movement, and urge them to diligence in the creation of a national farmer-labor party."

Headquarters and Personnel

27. At the time of the 1936 Convention, there were employed at the headquarters of the Guild in the city of Chicago, one secretary, one bookkeeper, and one clerical assistant to the Guild Reporter editor. At the present time, ANG employs at its headquarters office seven secretarial and clerical workers of this type on a permanent basis, and two additional on a temporary basis. Despite the number employed, not all the work required is done in the normal thirty-five hour work week and a considerable amount of overtime accumulates each week, as indicated in the Treasurer's report. At the time of the last Convention, we occupied 840 square feet of office space. Pursuant to instructions of the 1936 Convention to ascertain whether more suitable headquarters and lower rent were available, such a survey was made; with the result that the headquarters office was moved from the former address, 40 West 40th Street to 150 Broadway and the amount of floor space rose from 840 to 1150, the rental remaining at \$100 monthly.

As Membership Grows

28. Increased space and personnel are required as the membership and activities mount. At the time of closing of books before the last Convention, headquarters was keeping an individual record of actually 5,718, whereas, at the corresponding time this year, individual records are kept of 9,700. While this numerical increase is in itself the source of a great deal of additional work, another source of increased routine is in the sphere of collective bargaining. It will be recognized that whereas one year ago, collective bargaining negotiations were not the immediate concern of all Guilds, today, due to the ANG as a whole having established its ability to obtain contracts, scarcely a Guild but what is en-

gaged in collective bargaining or about to engage in it; and such negotiations tend to involve extensive correspondence with headquarters. In respect to the Guild Reporter, although the size of the paper has remained the same, the amount of Guild activity, and the resultant amount of editing, has increased enormously. Moreover, as new members come in at the present rate, it has been found impossible for the one girl assisting Editor Beals to handle, at present, in addition to her editorial duties, the clerical work of keeping circulation records straight. Moreover, it has been found impossible for the two functionaries at headquarters, namely the Executive Secretary and the editor, to handle all correspondence. The Treasurer, for instance, has found it necessary to devote the entirety of his spare time in an effort to keep up with correspondence which cannot be handled by the head bookkeeper. In an effort to give adequate attention to the requests for assistance from local Guilds, Organizer Hull has been stationed at headquarters since early in March, and has devoted himself to collective bargaining advice and statistical work in connection with collective bargaining.

Another Officer Urged

29. It has been proposed by the Board and the Constitutional Commission that an additional officer to work on full time be included in the Guild setup, and it has been assumed by some that additional top personnel will decrease the burden on both the economic and political fronts when he urged workers and their sympathizers to 'work, strike, fight, march, and vote' in order to bring about working conditions and preservation of civil liberties; therefore be it

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Office Arrangements

30. Maximum efficiency cannot be had in overcrowded quarters and for some time now headquarters has been overcrowded due to the rapidly increasing activities of the Guild and its activities increased. While rent is not a major item on the budget in comparison with salaries, communication, printing, etc., it has been the desire of the Finance Committee to economize insofar as possible. Double our present floor space would be indicated in any move made at the expiration of the present lease provided that we are not literally forced to move by lack of space in the meantime. While a considerable saving might be realized by moving to another part of the city, it is felt that we should remain in the same general business district in which are to be found the headquarters of the Publishers Association, and the national headquarters of the major wire services, chain papers and other agencies with which we may be in contact.

Plan Followed

31. Organization of Chicago, we believed, would influence organizational in the many industrial cities of the Great Lakes area, particularly in Indiana, Illinois and Wisconsin. Without organization of Los Angeles and surrounding cities, we doubted that any Guild organization on the West Coast would be considered to have maximum strength and a sound permanent basis. Organization of New Orleans obviously would affect the unavailability position, from day to day, and throughout the past year of refusing some requests, while granting others. It might appear that with 6,000 or more members, it ought to be possible to find men to handle any tasks. When a specific request is made by a local Guild, a positive reply is expected, but where dependence is rested by headquarters upon a volunteer organizer, it

Organizing

32. During the past year, the American Newspaper Guild has conducted a vigorous organizing campaign. The results have already been indicated—an increase of 79 percent in the number of enrol-

ments at the pre-convention closing of the books for 1937, as compared with the pre-convention closing of 1936, both dates occurring on March 31.

33. Various approaches have been utilized in organizing the unorganized, depending on the state of the labor movement in the territory concerned and the presence or absence of individuals in the unorganized group who were prepared to assume effective leadership.

34. In many cases, new Guilds and successful ones have been formed merely on the basis of information contained in correspondence with International headquarters and sometimes with other Guilds in the same general area.

35. Presence, however, of an active Guild member from outside, whether an International organizer or a volunteer devoting his time off from his newspaper employment to Guild organizing activities, has been of inestimable value. Indeed, in some instances, it is fair to state that without such assistance a local Guild would have been taken care of. In other instances, the last Convention took steps to counteract the poverty of the national organization, thus enabling the retention on a permanent basis of an additional organizer; the strike was won, releasing our manpower, and as the result of protracted negotiations by the Executive Secretary, the Executive Council of the American Federation of Labor placed one of our International officers on its organizing payroll and made him available to assist in the drive.

Organizing Speeded Up

43. Thus, standing in the way of organization of our most important remaining weak spots were first, lack of finances, secondly, lack of organizers, third, the necessity of using such organizers as we had on strike and other duties. However, the last Convention took steps to counteract the poverty of the national organization, thus enabling the retention on a permanent basis of an additional organizer; the strike was won, releasing our manpower, and as the result of protracted negotiations by the Executive Secretary, the Executive Council of the American Federation of Labor placed one of our International officers on its organizing payroll and made him available to assist in the drive.

Other Unions Lead Aft

36. In some parts of the country where distances are great and it has been impossible to send in an organizer or a local officer from another Guild, the Guild has been able to call upon our brothers in other branches of the labor movement for assistance. Representatives of the Typographical union in some cases, of the Central Labor Council in others, have been able to take advantage of our efforts to establish successful Guilds. This has been accomplished through painstaking correspondence and exchange of views between such persons and officers at headquarters.

Volunteers Used

40. In the meantime, the ANG was not unaware of the many outstanding weak spots on the Guild map. Obviously, even with the strike situation cleared up, it would not have been possible to assign organizers to all of these. The organizers were lacking and there was and is no prospect of obtaining the services of sufficient organizers to cover all unorganized areas in the labor movement. But not all of the work commonly handled by International representatives in other unions has been allotted to the full-time International representatives of ANG. To have done so would have been to call upon them to perform the impossible. Indeed, had it not been for the assistance of many local Guild officers, who have given unselfishly of their spare time, our record as to increased enrollments and collective bargaining would be far from what it is. In this respect, International officers have carried a heavy burden, traveling hither and yon in organizing trips and missions to overcome difficulties encountered in local Guilds. In full-time and volunteer, the International headquarters have been in the unavoidable position, from day to day, and throughout the past year of refusing some requests, while granting others. It might appear that with 6,000 or more members, it ought to be possible to find men to handle any tasks. When a specific request is made by a local Guild, a positive reply is expected, but where dependence is rested by headquarters upon a volunteer organizer, it

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been a major concern from the inception of the Guild. Early efforts had been made to organize it but had brought limited results, and such organization as was established fell by the wayside. In the Spring of 1935, the Guild retained its first national organizer and his first assignment was Chicago. Thousands of dollars went into this effort, but without the desired results, the chief defects being the impossibility, due to financial weakness, of carrying through any program determined upon, and if at times adequate finances were available, it happened that acute demands elsewhere, such as the Milwaukee strike, interfered with the program and left no choice but to let such work as had been accomplished go by the board while the dice was plugged at other points.

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OPERATIONS, GAINS, PROBLEMS SURVEYED BY IEB

(Continued from page 8)

impossible to state whether and when he will make the trip. Another difficulty in the use of volunteer organizers is their lack of intimate familiarity with national-wide Guild experience and background as to policy, program and procedure. Local Guilds, realizing as they do that our strength lies in unified handling of all problems, naturally expect representatives of the International to be equipped with encyclopedic background as to what has been done and what is being done elsewhere.

Emphasis on Bargaining

47. Because of complaints by individuals in local Guilds on this score, the IEB, at its January meeting, adopted the practice, long observed in the American Federation of Labor and initiated by the CIO during the latter part of April—and one, of course, followed by other International—of issuing credentials to representatives. However, very few requests for such credentials have been received. Indeed, it is fair to state that since the wave of collective bargaining following the termination of the Seattle strike, active local Guild officers have, for most part, been too engrossed in local problems to volunteer consistent service elsewhere.

In attempting to allocate services of full-time International representatives so as to make their work effective to the maximum, the headquarters have had to choose between assigning men to fulfill requests made by established Guilds and assigning them to spots where there was no local Guild but an opportunity for organizing. The IEB considered this a long and over an extended period, and was of the opinion that it was to the best interests of the growth and strength of the Guild in the long run to place major emphasis today on collective bargaining in respect to which are now strong in the Guild. It is almost necessary that one man be available over a long period of time. Up till the present, our assignments have been deemed more important. However, over several months we have been attempting to bring about a joint drive in which other printing crafts unions would lend their support and take advantage of ours. We have reason to hope that this drive may materialize in the near future, and in any event, the Guild will proceed to organize New Orleans, whether or not the others join in the drive.

48. When the least strikes, the major concern of the national organization for a period of many months, were won, we thus had available for the first time in the history of the American Newspaper Guild, three full-time organizers. Morgan Hull, who was assigned to the Ohio area, Stevens took over the Chicago assignment, and Edw. H. Davy was assigned to the West Coast, with particular emphasis on Los Angeles.

Future Local Assistance

49. As indicated in earlier references, volunteer organizers, as the headquarters have found it, are a matter of practical necessity, to deal through local Guild officers and individuals in local Guilds in carrying on organizational work in distant areas, where it was impossible to delegate a full-time International representative. Where geographical continuity and community of interest make district organization practical, the form provided in the Constitution, the

THIS WAS 'DIFFERENT'

Promise to Cleveland Unit Misses Fire

CLEVELAND—Here is chapter 2

delivered to Seltzer a letter stating the unit's position and relaying its request for an answer within a week.

This was on April 20, the week expired April 23, with no answer. For the second time in recent months the management had ignored requests by the Press unit. The previous occasion was in December when the unit asked the management to state its reasons for terminating the old Press contract, and got no answer.

The unit met again just as the week expired, Johnston, on whose original motion the supplemental contract was obtained, moved as follows:

"That the executive committee notify the management that the unit has empowered it to take, at its discretion, the appropriate legal action to enforce the terms and provisions of the Press contract. The Cleveland Guild's legal counsel has given his opinion that the supplement is enforceable in the courts, and hence, we may soon see an interesting question brought before the Court of Common Pleas in Cuyahoga County, Ohio, to wit: whether a contract with a union must be observed."

The so-called conservatives are the ones most up in arms, feeling they were betrayed into standing for a hasty agreement by a guarantee which the management never intended to keep.

I. L. Kerner, president, personally

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stage are obviously influential throughout the Guild movement.

48. The IEB has continued during the past year to foster district organization as a means of increasing our effective organizing personnel. Overtures have been made to leading Guilds in various parts of the country in which the International has stated its ability to make available up to 50% of the financial support required for retention of organizers on a district basis. Early in 1936, Morgan Hull served as a district organizer on the West Coast but, asked to become an International organizer, was brought to the East and was replaced on a quasi-district basis by Charles Irvine. In the Ohio area and states bordering thereon, Bill Davy served since last winter on a district basis until district financing broke down.

District Plan in Use

49. Guild districts have been set up on paper at least, in New England, New York and environs, eastern Pennsylvania, the Potomac Valley, the Carolinas, Michigan, Ohio, and northern California. While the district set-up has not functioned as a satisfactory organizing machinery, it has brought together Guildsmen from local "same-area" and has undoubtedly contributed to a helpful exchange of information and organizational effort. From the beginning, the chief shortcoming has been an unwillingness on the part of local Guilds to finance district operations on an adequate and reliable scale. This is not a shortcoming for which the local Guild has necessarily been to blame.

The chief handicap has been of course, geographical separation. As the number of local Guilds increases, the possibility of effective district functioning also mounts. The IEB believes that the district will still prove a satisfactory setup where there are local Guilds willing to contribute to the regular meetings of district councils without the necessity of leading officers and delegates taking time off from their regular employment.

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IEB believes such form still to

be promising. However, it considers that it will be well if the International, in addition to its full-time paid officers, can call more and more upon individual local Guilds and local officers for voluntary assistance outside their own immediate areas. When either a local Guild or a district has in its employ a paid organizer, the IEB will sometimes be able to assist, as in the case of the Northern California Guild, by availing itself of the services of such functionaries outside of the immediate area of the Guild concerned, at the same remuneration provided locally, plus expenses. Such attempts to divide up the time, the territory for which a functionary is responsible, and the sources to which he must look for his remuneration, inevitably lead to differences of opinion. Complete responsibility of the individual functionary to one local Guild, to a given district, or to the International, is probably to be preferred. However, the IEB believes that the present arrangement, which is the result of the various groups concerned, continued wherever they are working out of the satisfaction of the various groups concerned.

51. While additional organizers are obviously to be desired, it will probably be wise to put financial questions of ANG ahead of the question of personnel. The IEB has contemplated deferring until the question of additional organizers because of the desirability of an adequate financial reliable scale. This is not a shortcoming for which the local Guild has necessarily been to blame.

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The unit met again just as the week expired, Johnston, on whose original motion the supplemental contract was obtained, moved as follows:

"That the executive committee notify the management that the unit has empowered it to take, at its discretion, the appropriate legal action to enforce the terms and provisions of the Press contract. The Cleveland Guild's legal counsel has given his opinion that the supplement is enforceable in the courts, and hence, we may soon see an interesting question brought before the Court of Common Pleas in Cuyahoga County, Ohio, to wit: whether a contract with a union must be observed."

The so-called conservatives are the ones most up in arms, feeling they were betrayed into standing for a hasty agreement by a guarantee which the management never intended to keep.

I. L. Kerner, president, personally

1936, and has placed us in corre-

spondence with journalist organizations in Latin American countries. We have also made inquiries through the United States Department of State as to such organizations in Central and South America. The ANG would appear to be by far the best organized and strongest institution of its kind in the sphere of world journalism, with the trade union movement or, on the other, dominated by publishing interests, does not appear from the material available. At a time in history when throughout the world the forces of democracy are struggling against those of autocracy and dictatorship, and when the most aggressive of the latter are intent upon destroying free trade unions, of which we are one, newspapermen in this hemisphere are on the one hand aligned with the trade union movement or, on the other, dominated by publishing interests, does not appear from the material available. At a time in history when throughout the world the forces of democracy are struggling against those of autocracy and dictatorship, and when the most aggressive of the latter are intent upon destroying free trade unions, of which we are one, newspapermen in this hemisphere are on the one hand aligned with the trade union movement or, on the other, dominated by publishing interests, does not appear from the material available. At a time in history when throughout the world the forces of democracy are struggling against those of autocracy and dictatorship, and when the most aggressive of the latter are intent upon destroying free trade unions, of which we are one, newspapermen in this hemisphere are on the one hand aligned with the trade union movement or, on the other, dominated by publishing interests, does not appear from the material available.

52. This Section cannot conclude without special reference to the work of the Chicago Guild. The size and accomplishments of the Chicago Guild are evidence of the wisdom of the IEB's policy in this regard, as well as of the effectiveness of the organizers assigned.

Spain

53. Since our last convention, the civil war in Spain has broken out and has been raging since last Summer. The Spanish government aid people have been struggling against fascism, one of whose basic tenets is the destruction of the free trade unions. The people are struggling not only against their own traitorous army, but against the fascist battalions of Germany and Italy. The struggle has had its own repercussions within the ranks of our organization, one of our local officers, Ben Leider of New York, having died while fighting as an aviator on the side of the Loyalists. Honoring his memory, the IEB appropriated \$50 from the funds of ANG to the Ben Leider Memorial Committee engaged in collecting money for the cause in which Leider gave his life. The Board has also expressed its approval of the action of one of its members, Gunner Mickelson, in serving on a committee of Friends of Spanish Democracy.

International Federation of Journalists

54. During the past year the ANG has established itself in good financial standing for the first time with the International Federation of Journalists, with which it affiliated at the 1934 convention in St. Paul. The executive secretary, in correspondence with the secretary-general of the International Federation, arranged for the cancellation of dues owing by ANG for the years 1934 and 1935.

Keep Aft From Unions?

55. The ANG owes its system of dues, or dismissal indemnity to the FIJ, which has advocated it in 18 other countries, in most of which it has been obtained long before the existence of ANG. At a meeting in Valparaiso, Chile, last January, following upon the Peace Conference at Buenos Aires, a group of American journalists under instructions of their employers, set themselves up as representatives of American journalism, or so it appeared in press accounts. The IEB protested against this action, lodging its protest as a member of the FIJ, which is the representative body of world journalists. Following upon this, the FIJ called upon the American Newspaper Guild, in communication addressed to the executive secretary, to take part in the establishment of some agency for the reporting of the conference for the New York Times, indicated that many employers fear any restrictions they can impose on labor organizations

THIS WAS 'DIFFERENT'

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International Federation, this failure

is readily understandable in view of our youth and the necessity we have had to fight for the very right to exist.

An Ethical Objective

56. American newspapermen share with their brothers of all countries the desire for peace and for democratic government. What influence we can wield toward these noble objectives we believe our members and all American newspapermen and women will be glad to contribute. Our contribution will not consist merely of remittances to cover activities of the FIJ, but will include whatever we can contribute toward the sphere of world journalism, and we can contribute whatever we can contribute toward the sphere of world journalism, and we can contribute whatever we can contribute toward the sphere of world journalism.

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, E. E. Thompson, Frank M. Kelley.

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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May 15, 1937

Organization of the Business Offices

The statement on further organization in the newspaper industry from Director John Brophy of the Committee for Industrial Organization brings us face to face with a question that the logic of events was bound to raise if we became strong.

The CIO holds that employees in the business offices, circulation and advertising departments of the newspaper industry belong in the ANG, and, noting the clause in our Constitution committing us to promote industrial unionism in our industry, he strongly recommends that we broaden the Constitution and specifically admit these groups.

This question came up two years ago at the Cleveland Convention, when the ANG Constitution crystallized in substantially its present form. The size of the task of taking in the business offices and the novelty of unionization in our field weighed against the step and the Convention contented itself with a general commitment to industrial unionism.

Events of recent months have so shaped themselves as to pose the question sharply now, as Mr. Brophy's letter reminds us. The demonstration of trade unionism's possibilities by a new white collar union was bound to have wide repercussions; and as the revitalizing shift from the old craft form to the industrial principles of today gains momentum the impact on our own field increases.

Obviously, if the present movement in the newspaper business offices takes the right form, it will mean a great increase in strength for all. Hence, even apart from broader considerations, we will be impelled to assist it, whether through provision for special departments of the Guild or otherwise.

One thing seems sure: consideration of our problems and responsibilities in this field will command much attention at the St. Louis Convention, and the decision will be important not only to our own ranks but to many others.

That Certain Blindness

It is easier for the camel to go through the needle's eye than for a representative of corporate interests to grasp the elements of trade unionism.

This is true even when that representative happens to be Editor & Publisher, which ordinarily evades fundamental issues on its editorial pages with unusual dexterity. In the issue of May 8 it came through with the following:

"The fracas in the Jamaica (N. Y.) Long Island Press strike traces to . . . legal fencing by both parties and the situation there is one from which the newspaper itself can derive no prestige or profit. The Guild has nothing to lose."

This is the hardest thing that E&P can find in its heart to say of an employer who brushes aside his solemn commitment. If the employer violates agreements time and again, E&P laments that "the newspaper itself can derive no prestige or profit."

But the Guild? The union which is the victim of unprincipled conduct? Tut, tut, a mere trifle. "The Guild has nothing to lose."

Nothing except the livelihood of its members and their families. These, of course, are not things to weigh in the same scales with "prestige or profit."

The American Way

Baffled by the labor problem, Publisher Frank Knox, of the Chicago Daily News, who ran for Vice President last year, is off for Europe to study how they handle labor relations there. He intends, he says, to collect first-hand data to cable back for formulation of a "sound and just American labor policy" through amendment of the Wagner Act.

We note that he plans to give close attention to how Fascist Italy and Germany do these things.

How many days are left, Colonel Knox, to save the American way of life?

Talks on Bargaining:

Arbitration: An Everlasting Morass To Which We Are Often Invited

By MORGAN RULL
International Organizer

Arbitration is next on the agenda. The tough-minded industrialists (who know what they're doing) and their natural allies, the soft-minded sentimentalists (who don't know what they're doing but want to "be fair to both sides") have accepted the invitation of Scotus to raise the issue.

By no means an unmixed blessing, the language of the court's decision in the Watson case opened the doors to the legalizing of strikes and the imposition of compulsory arbitration.

At first, a campaign for arbitration will be introduced to the workers through elaborate set-ups initiated by governmental agencies or politicians on the tri-partite order. Politicians with an eye to the news columns will pick panels of available arbiters to represent labor, the employers, and that vague, elusive, ill-defined thing—"the general public," or "the consumer."

Inasmuch as the dignitary who does the picking is beholden to the industrialists, it is obvious that the "prominent citizens" he selects to represent the "public" will also in reality be representing the employers.

This will be true even when it is Mayor LaGuardia of New York, who has the reputation of being a "friend of labor."

Some "Impartial" Arbitrators
On the hunt for representatives of the public, Mayor LaGuardia (who is running for re-election) designated, among others, Mr. Arthur Hays Sulzberger, publisher of the New York Times, and his editor-in-chief, Mr. John H. Finley. The Times has always opposed the Guild, opposed it at every foot of the way, and today is intimidating business office employees who have the temerity to organize. Does that indicate that these gentlemen are "impartial" in their views of labor disputes?

A man who is opposing unionism in his own plant and whose news columns reveal a definite anti-labor bias, is seriously offered the labor movement as an impartial chairman of an arbitration set-up by a theoretically "liberal" and "progressive" mayor.

Labor will be invited to submit its disputes to this "impartial" board of arbitration and if labor fails to accept, the public official, whoever it may be, who has set the trap, is prepared to fulminate at great length in the news columns and elsewhere against the "radical" unionists who decline his "fair" offer. Yes, this kind of arbitration will be "voluntary" but the whole machinery of the Chamber of Commerce and its mouthpieces will be unlimbered to make it tough for the union which declines.

Then, of course, the next step is to make arbitration compulsory.

A Basic Problem

The very basic fundamentals of trade unionism enter into any discussion of arbitration. Reams of paper can be covered with discussion of its aspects, its presumed advantages and disadvantages.

The Guild has always had before it the example of the mechanical crafts which employ arbitration to the virtual exclusion of any other trade union procedure. The Guild has observed this practice and found it bad. It has also observed, as a corollary, that the publishers have found it good.

From its inception the American Newspaper Guild has been opposed to arbitration. At its first Convention the Guild stated, by resolution, that "arbitration agreements should be entered into with the greatest caution and only as a final resort after all other means of negotiation have failed. The history of arbitration in the past has largely been a

history of disappointment for employees."

This verdict, expressed before the Guild had had any direct experience, but based on the experience of the labor movement in general, has been amply justified by the subsequent experience of the organization.

Some Still Slip

To one injunction of this same Convention—"The question of whether a contract shall be renewed never should be arbitrated"—every Guild local has been faithful. But a number of locals have either been unaware of these Convention injunctions or ignored them, even though they have been reaffirmed by succeeding Conventions.

These Guilds have employed a limited form of arbitration in contracts. In each of these instances, arbitration is either to settle (1) disputes regarding interpretation or application of the contract, (2) equity of dismissals and/or (3) the right of a dismissed employee to severance indemnity.

Publishers have primarily been responsible for the existence of these provisions but in many instances where they have been initiated or readily accepted by the Guild, they are due to printing craft precedent, trade union inexperience or untried theorizing.

Awards Won—Cases Lost

On six occasions which are of record in the international office, the Guild has been involved in arbitration. Whether or not the Convention verdicts were justified may be judged from the results. In four cases the decisions were entirely against the Guild. In two cases verdicts favorable to the Guild were rendered and it is extremely significant that the best of these was awarded while the Guild was vigorously prosecuting a strike.

These two awards were immediately repudiated by the publishers ("demurred" is the delicate euphemism employed for repudiation by Editor and Publisher—when it is the publisher who does the repudiating).

Our most recent experiences have been with the Amsterdam News, where an impartial chairman ruled that the employer could dismiss an employee for anything but union activity; and Jamaica, Long Island.

Not being precluded from strike action by the agreement, the Guild told the Amsterdam News that it would either have to agree to dismiss only for "just cause" or there would be a strike. The attitude of the management changed immediately.

In Jamaica, Publisher S. I. Newhouse, the first to accept arbitration when proposed by the Jamaica Ministerial Association, immediately repudiated the award when it was handed down.

After forcing him to accept the award, Newhouse then dismissed 27 strikers in violation of the award. Then the Guild forced him to suspend publication.

What we "won" by arbitration we

That Questionnaire Needed Right Away

The questionnaires on the editorial wages and hours distributed to ANG members are coming back to headquarters so slowly that the work of tabulating has been seriously delayed. Members are requested to complete them at once and hand them to their local officers, and the officers are urged to forward them as rapidly as possible.

Members are urged to be very specific in answering the questions so that, when tabulated, the figures will represent an accurate picture and not just a general indication of conditions in the field.

had to get by a fight. No employer respects a weak union nor his obligations to it. It is human nature to respect the man who can punch with both fists.

In 1934, we knew the nature of arbitration from the experiences of others. Now we have learned about arbitration directly from the publishers. It is to be hoped we have learned the lesson well.

There May Be Times

Admittedly, in the course of tactics and strategy, it is sometimes necessary to propose or accept arbitration. We cannot tie our hands with a specific prohibition of arbitration under all circumstances, inasmuch as in certain situations it might mean the difference between a disastrous rout and, at the worst, a tolerable compromise.

But that union which carelessly accepts arbitration and, particularly, that union which proposes it as a substitute for militant, progressive policies is unwittingly playing into the hands of the du Ponts, the Rands and the Sloans.

Every Guild which does so is playing immediately into the hands of the Harvey Kellys, who are now proposing three-year contracts and five-year arbitration agreements to local Guilds. We also play into the hands of Roy Howard, who at the last moment attempted to put arbitration into the World-Telegram contract.

Every such instance will be used as evidence, when the time comes, to justify compulsory arbitration by law when these men and their agents are ready and have rallied their forces for the major assault on our one most important weapon, the right to strike.

When Firings Occur

Because arbitration, when it appears in our contracts, is usually to cover questions of dismissals, a typical argument in favor of it runs:

"But you can't go on strike every time a man is fired."

Quite right! Generally speaking, you only have to do it once.

Certainly, there never was any better cause for a strike than an unjust dismissal. Security is the very fundamental basis of our existence, not only individually but as a union. We are acting collectively for the sole reason that we can operate more effectively than individually.

Who would arbitrate his right to eat? His right to a bed? His right to clothes? Arbitrating the right to work, the right to be secure against unjust and arbitrary dismissals is doing that very thing. Any human being worthy of the name will fight to feed himself and his family and any man worthy the traditions of the labor movement will fight for the right to his job.

The best and most successful strike in Guild history was fought over unjust dismissals.

The Effect Lasts

Because of that fact, and its effectiveness, the Seattle strike stopped untold hundreds of dismissals. Many a Guildsman is secure in his job today because of that strike. Almost any publisher would be willing to submit his right to discriminate to the impartial judgment of Mr. Sulzberger but very few care to submit to such a verdict as the Guild and the Seattle labor movement handed down to Mr. Hearst.

We have lost six arbitration cases. We have never profited from a bookkeeping evaluation of trade union rights and principles. Our organization is not built on the crumbs handed down to us through the uncertain generosity of an impartial chairman who knows nothing of our problems and our needs. What we have won we have fought for. That is the difference between a job trust and a union.