

The GUILD REPORTER

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COAST PAPERS YIELD ON PACT

Papers in Duluth Remain Shut Down

DULUTH, Minn.—Fighting off a strike-breaking raid by a company-aided AF of L union made up of scabs and a few renegade Guildsmen, the Lake Superior Guild's strike last week continued to keep closed the plant of the Duluth Herald and News-Tribune.

Important additional support from key labor officials and bodies was mobilizing for the Guild, but the publisher was still holding out early Friday against the demand for Guild shop for all Guild departments.

Negotiations were resumed for a time on April 12, but the management was still opposing a Guild shop in the editorial department, and conferences were at a standstill as the strike entered its thirtieth day.

Splitter Ousted

Outstanding developments up to that day were:

1. A. C. Schaefer, president of the Duluth Typographical Union and official observer for the Allied Printing Trades in the Guild negotiations, told Publisher Joseph H. Jordan his continued adamant stand against the union shop was insupportably arbitrary in contrast to Guild willingness to discuss modifications.

2. E. L. Slaughter, State Federation of Labor representative who had led the raid against the Guild, was ousted from the secretaryship of the International Longshoremen's Association delegate body of some fifteen locals at the head of the lakes. This action came when a large membership meeting of the local of which he had served four terms as president, the package freight handlers, stripped him of his delegateship and of all eligibility for office for three years. The membership condemned his strike-breaking activities.

3. Fred Smith, business agent of the powerful drivers' union covering a wide area here, outspokenly condemned both the employer and Slaughter. He pledged his men never to haul in or out of the plant through a Guild picket line, and urged the Guild on to full victory. His stand received support from the Northwest District Council of Teamsters, with its headquarters in Minneapolis. Smith's drivers made (Continued on Page Two)

Guild, Typo Local Reject Wage Cuts

TOLEDO, Ohio.—The Blade unit of the Toledo Guild last week rejected a management proposal for a moratorium on automatic salary increases under the existing Guild contract. The Times unit was to consider a like proposal. The Paul Block management, which operates both papers, has made similar suggestions to the mechanical unions. First to act, the Blade typographical chapel turned it down.

Guilds Are Urged To Collect Levies

All local Guilds were asked by Secretary-Treasurer Pasche last week to begin an immediate drive to bring all their members into good stand.

While aiming at assuring each Guild its full strength at the Convention, Pasche stressed also that "the Duluth strike makes immediate remittance of assessments imperative."

Despite improving collections in recent months, Pasche said, "there are still very considerable arrearages outstanding."

"Under the good-standing provision of the Constitution (Art. X, Sec. 3)," he said, "Convention representation will be based on membership shown on our books as paid through March on respect to per capita, and through April 13 in respect to assessments. The last assessment levied was dated Jan. 21, which means that members must have paid that and all prior assessments to be eligible for representation."

Single Pact Fight Won in Philadelphia

PHILADELPHIA—After five months of negotiations during which the Record unit refused to recede from its demand for a single contract to cover editorial and advertising employees, the J. David Stern management has given way.

A single contract is being drafted following a unit meeting which voted 123 to 15 a demand for one agreement. Months of negotiations on the point were dissolved in two minutes when the Guild negotiating committee—this time backed by the vote—met the management last week.

An equally firm stand by the unit had previously stopped Stern's effort to pave the way for wage cuts by removing a prohibition against them from the contract. The anti-wage cut clause stays in (Continued on Page Three)

New Big City-Wide Gain; N. Y. News Signs

500 Business Workers Get Guild Shop

(Contract Text and Picture on Pages 4 and 5)

The New York Guild concluded its first commercial division negotiations on April 13, when it signed a Guild shop contract with the Daily News, establishing minimum wages and improved working conditions for 500 employees.

Approximately 75 per cent of the commercial staff will receive salary increases. It is estimated that the added cost of the contract, including the raises given to maintain the customary differentials to higher salaried employees, is \$150,000.

The negotiations started Jan. 26, after a Labor Board decision certified the Guild as the exclusive bargaining agent for the commercial employees. The resulting contract contains all provisions of the editorial department agreement which covers 300 workers, and in addition, a contractual provision on vacations and a sick leave and disability plan granting leave up to 26 weeks full pay and 26 weeks half pay after 10 years of service.

Ten minimum wage groups are established, ranging from \$15-\$20 for office boys to \$50-\$65 for advertising promotion copywriters, make-up and advertising promotion production men. All types of work are covered by the minimums with the exception of that of the display advertising solicitors, who did not seek any minimums.

The contract contains a specific guarantee against pay-cuts and, in a letter to the New York Guild following the signing, the management declared that "we want you to know that at this time it is not the intention of the management to discharge or lay off employees (Continued on Page Five)

Guildman's Handbill Wins Free Press Test

WATERBURY, Conn.—Using a handbill drawn up by Harold E. Senior, president of the Waterbury Guild, the Waterbury Brass Workers' Union (CIO) has succeeded in junking a local ordinance prohibiting distribution of handbills.

The handbill quoted the Supreme Court decision declaring that freedom of the press extended to handbills, quoted from the Bill of Rights, and called attention to a union meeting. Organizer Alex Cashin of the Brass Workers was arrested for distribution and taken before City Judge McGrath. The judge discharged Cashin, saying: "The Constitution comes before the ordinance."

Bronx Unit Gets Guild Shop Pact

A one-year Guild shop contract with minimum salaries providing increases of from \$5 to \$17 for 55 employees of the editorial department was signed last week by the New York Guild with the Bronx Home News.

The contract includes dismissal pay which is the highest in effect in the country. The schedule begins with the one week after six months service, two weeks after one year, and one month for each year thereafter up to ten years. Two conditions on which full severance pay need not be granted are discharges for dishonesty, or repeated drunkenness after warning. The schedule was reached after the (Continued on Page Two)

San Francisco Industrial Fight Wins

SAN FRANCISCO—Representing an outstanding bargaining victory, a contract covering about 700 editorial and commercial department employees on San Francisco's four dailies and one in Oakland was to be placed before the Northern California Guild membership on Easter Sunday with the negotiating committee's recommendation of acceptance. The contract contains virtually

Executive Vice-President Eddy sent the following telegram to President Don Wiley of the Northern California local:

"On basis story sent in to Guild Reporter I judge congratulations are in order again to NCNG. Believe you people have accomplished a masterpiece of negotiations with a document marking on the whole an advance which means improved conditions and more security for all departments of Guild. This will be an impetus to the ANG program everywhere and immensely aid the general consolidation of ANG which is now the primary concern of all. Regards."

every one of the Guild's demands save that of the Guild shop. It was written in three weeks of hard-fought bargaining during which the San Francisco-Oakland Publishers' Association retreated step by step in the face of a 247-16 strike vote taken by the Guild on March 27. The negotiating committee's recommendation to the membership was as follows:

The negotiating committee unanimously recommends acceptance of the contract as it stands. This is the first contract negotiated in a major city on an industrial basis including all departments organized by the Guild. The contract guarantees (Continued on Page Two)

Magazine Group Pact Set for 300

Time unit of the New York Guild this week is expected to ratify a contract covering more than 300 editorial employees of the Time, Inc., group, including Time, Life, Fortune, Architectural Forum and March of Time radio and movie. Minimum pay ranges from \$20-\$25 for office boys to \$75 for writers and photographers. Severance pay at the rate of one and one-half weeks' salary for each six months of service is unlimited up to a maximum of \$5,000. Vacations will be three weeks after three years, one month for those earning \$100 a week or more. The 5-day 40-hour week and other Guild standards are included.

Quebec Enacts New Anti-Labor Law; Toronto Groups Organize Broad Fight

QUEBEC.—Bill 88, titled "a bill to facilitate the exercise of certain rights," but actually a measure of compulsory incorporation for unions and mainspring in Premier Duplessis' drive against the international labor movement, was rushed through the first, second and third reading in the Provincial Legislature by Duplessis' majority last week. Twenty-four hours later it was passed by the Legislative Council, appointive upper chamber of the province.

In the lower house, objection to the bill came from the thin opposition benches, under the leadership of the Hon. T. D. Bouchard, who has consistently made an attempt to save for organized labor some of the rights it enjoyed in

this province under the previous, and liberal administration. As originally contemplated, the bill would make not only the unions themselves but the individual as well suable in courts. On suggestion of Peter Bercofitch, K.C., veteran Liberal member in the House, an amendment was accepted which restricted legal responsibility to the various unions as entities.

TORONTO MAPS FIGHT

TORONTO—The Toronto Guild last week joined in a broad conference of unions, fraternal, church and cultural organizations, to fight for the repeal of Premier Duplessis' notorious Padlock Law in Quebec. Duplessis has used the law to raid and padlock newspaper offices, union headquarters and the homes

of union leaders.

Callaghan Chairman

The conference took definite steps to lead a campaign for the repeal of the Padlock Law and other measures which have brought fascism to the Province of Quebec. The most recent legislation outlawed the closed shop and provides for compulsory incorporation of unions.

Morley Callaghan, internationally known novelist, was co-chairman of the conference. Raoul Trepanier, president of the Montreal Trades and Labor Council; R. L. Calder, K.C., leading Catholic opponent of the Padlock Law, and George Watson, president of the Toronto D.L.C., were speakers. The delegates numbered 348, representing 201 organizations.

Hearst Hi In Report To NLRB

BALTIMORE—NLRB Trial Examiner Hugh C. McCarthy last week upheld the Baltimore Guild's charges of discrimination and anti-union activity against Hearst's News-Post, recommending in an intermediate report to the National Labor Board the reinstatement with

back pay of Fred Houck, unit chairman who was fired with other Guild officers last summer in an "economy" wave.

McCarthy found that the News-Post has engaged in unfair labor practices by "discharging and refusing to reemploy Frederick H. Houck and thus discouraging membership in the Guild" and by "interfering with, restraining and coer-

bers, with 14 prospective composing room members deciding not to

sign up. Much of the weight of the Guild's case rested on a letter written immediately after Houck's dismissal by Edward Ballard, who suc-

ceded Houck as unit chairman and later emerged as head of an editorial company union. Ballard said that "There is no doubt in my mind that he (Houck) was fired for his activity in the Guild. Still, he was fired for a just reason, although a number of non-Guild members . . . have made equally bad mistakes and are still working here."

The charge against Houck was that he failed to catch a local slant

in a piece of telegraph copy, although the failure was noted before the edition went to press. It was testified that the head of the copy desk, A. W. Perkins, had a similar (or worse) error in using the word "suicide" in a head on a story in which the coroner's verdict had been accidental death. Perkins was suspended for two weeks, but later was promoted. Houck's case was further strengthened when it was shown that he

had been given ten weeks pay under the statement of policy won by the Guild, which provided dismissal indemnity for "employees dismissed . . . for causes beyond their

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1997

New York News Contract Text

All Editorial Department Benefits Are Extended to Employees in Business Offices

Below is the text of the commercial department contract between the New York Guild and the New York Daily News:

THIS AGREEMENT is entered into at New York, New York, this 13th day of April, 1938, by and between NEWS SYNDICATE CO., INC., a corporation (hereinafter referred to as the "Publisher"), and the NEWSPAPER GUILD OF NEW YORK, a local of the American Newspaper Guild (hereinafter referred to as the "Guild"), acting for and on behalf of itself and of those of its members who now or during the term of this agreement may be employed by the Publisher in the commercial departments, and of all other employees who are now employed or who may be employed in the commercial departments, whether they be members or non-members of the Guild. (Commercial departments being defined as set forth in the National Labor Relations Board's decision and certification, dated January 19, 1938.)

Below is the text of the commercial department contract between the New York Guild and the New York Daily News:

(b) In carrying out the provisions of this paragraph it is agreed that each employee who works overtime shall obtain from the Publisher or its representative (department head) who is responsible for the assignment of the employee to follow this procedure shall constitute a waiver of any claim for overtime on such assignment.

(c) The foregoing provisions covering overtime shall not apply to those employees whose routine



HOW IT WAS DONE:
Industrial unionism in action is in this News' negotiation scene. A gallery of unit observers representing employees of many classifications looks on as their committee bargains. Left to right, facing the camera,

are: Milton Kaufman, chief Guild negotiator; Gerald Gottlieb and Gerald Browne, unit observers; P. B. Stephens, publication manager; F. M. Flynn, assistant business manager and chief management negotiator; John Schiefel, confidential internal auditor; Vincent Sullivan, assistant to the advertising manager; H. Stille, confidential internal auditor; William B.



Denhart, assistant manager of circulation; Tom Cassidy, unit chairman. With backs to the camera, from left to right, are: Ned Hilsdorf, unit observer; Leonard Goldsmith and Philip Bisbee, Guild negotiators, and Gertrude Mackensen, unit observer.

N.Y. News Contract Is Signed

(Continued from Page One)

solely as the result of having signed the agreement.

The agreement expires on June 30, 1939, which, it has been agreed, will be the expiration date of the editorial agreement shortly to be renewed. It is also provided that upon renewal of the editorial contract, both will be "attached together and thereafter form one agreement which one agreement as a whole shall thereafter expire on the date specified in such new editorial agreement."

The commercial agreement also provides that any increases in severance pay and vacations granted as the result of renewal negotiations of the editorial contract will apply in both divisions. On this basis the Guild made no effort to increase the severance pay rate over that obtaining in the expiring editorial agreement.

The Guild preferential shop is the same as in the editorial division. It requires that all Guild members maintain themselves in good standing and that all new employees must join the Guild within six months of the date of their employment.

The five-day 35-hour work-week and equal time off for overtime is carried over into the commercial division.

During the 11 weeks of bargaining, the Guild negotiators, headed by Milton Kaufman, New York executive secretary, returned to the unit for instructions about seven times. During the same period almost 200 unit members sat in as observers, with as many as 100 present on one occasion.

The chief issues were the form of the contract, minimum wages, and guarantees against pay-cuts and layoffs. On the form of contract, the management finally yielded so that, as quickly as practicable, there might be an agreement covering all employees in the Guild's jurisdiction—about 800.

For almost two weeks a negotiating sub-committee, composed of Leonard Goldsmith, former president of the Newspaper Office Guild, Philip Bisbee, World-Telegram, and Gerald Gottlieb and Richard Bowles for the unit, and for the management, P. B. Stephens, publication manager, H. Stille, and John Schiefel, confidential internal auditors, sought to reach agreement on classifying employees for minimum wage purposes.

Negotiators for the management were led by F. M. Flynn, assistant business manager, and included Stephens, Stille, Schiefel, Vincent Sullivan, assistant to the advertising manager, and William B. Denhart, assistant manager of circulation. Assisting the three Guild negotiators were Tom Cassidy, chairman of the unit, Gottlieb, Bowles and Gerald Brown.

New York commercial department employees of the Chicago Tribune-New York News Syndicate, Inc., were covered in a supplementary contract signed at the same time.

agreed upon.

Any commercial employee hired subsequent to the date of signing the Agreement will receive minimum weekly wages in accordance with the minimums established in the Agreement referred to above.

Section 1 of the Agreement is amended as follows: The Syndicate Manager and the Assistant Syndicate Manager need not be members of the Guild.

All of the provisions of the "Agreement Between News Syndicate Co., Inc., and Newspaper Guild of New York Covering Commercial Department Employees," dated April 13, 1938, hereinafter referred to as the Agreement, are hereby made applicable to the commercial department employees in the New York office of Chicago Tribune-New York News Syndicate, Inc., and the minimum weekly wages of such employees shall be as mutually

NEWS COMMERCIAL SALARY MINIMUMS

Below are the commercial department salary minimums established in the contract signed by the New York Guild last week with the New York Daily News:

GROUP 1 including:
Addressograph table boys
Mail boys
Messenger boys
Minimum weekly wage for beginning employees \$15.00
Minimum weekly wage after one year 17.50
Minimum weekly wage after two years 20.00

GROUP 2 including:
Asst. telephone desk clerks
Addressograph operators
Composing room helpers
Country returns clerks
File clerks
Paper control clerks
Minimum weekly wage for beginning employees \$21.00
Minimum weekly wage after one year 23.00
Minimum weekly wage after two years 25.00

GROUP 3 including:
Asst. head paper control clerk
Asst. subscription clerk
Blotter clerks
Circulation agents, receivable clerks
City circulation clerks
City returns clerks
Cut room clerks
Garage stock clerks
Head stencil clerk
Head telephone desk clerks
Invoice checking clerks
Minimum weekly wage for beginning employees \$21.00
Minimum weekly wage after one year 24.00
Minimum weekly wage after two years 27.00
Minimum weekly wage after three years 30.00

GROUP 4 including:
Advertising billing clerks
Advertising promotion production clerk
Asst. head of ad'gr'ph dept.
Bookkeeping machine operators
Chaufeur-clerk
Circulation A/R ledger clerks
Collectors
Cost clerks
Cashier clerks
Day inspectors
Editorial timekeepers
Minimum weekly wage for beginning employees \$25.00
Minimum weekly wage after one year 28.00
Minimum weekly wage after two years 31.00
Minimum weekly wage after three years 35.00

*Certain members of this group, designated as "private secretaries," are to receive a minimum weekly wage of \$30.00 to be increased \$2.00 per week after each year of service up to and including the completion of the fifth year.

GROUP 5 including:
Asst. circulation recorder
Asst. head of P'n bureau
Asst. to rotogravure supt.
Asst. transportation supt.
Censorship clerks
Delivery cashiers
General ledger clerks
Head of addressograph dept.
Head adv. billing clerk
Head er'cl'n A/R ledger clerk
Head city returns clerk
Head cut room clerk
Head information clerk
Head paymaster

Head of mail boys
House organ editor
Inventory clerks
Mechanical supt. clerks
Meteorologists
Minimum weekly wage for beginning employees \$30.00
Minimum weekly wage after one year 33.00
Minimum weekly wage after two years 36.00
Minimum weekly wage after three years 40.00

*Delivery cashiers, general ledger clerks, head of addressograph department and head paymaster will receive a minimum weekly wage of \$45.00 after four years.

GROUP 6 including:
Asst. auditor of editorial acts.
Asst. head acts, payable clerk
Asst. head of A/R clerk
Asst. head cashier
Asst. head cir. A/R clerk
Asst. tower bldg. supt.
Head of garage stock rooms
Minimum weekly wage for beginning employees \$35.00
Minimum weekly wage after one year 38.00
Minimum weekly wage after two years 41.00
Minimum weekly wage after three years 44.00
Minimum weekly wage after four years 47.00
Minimum weekly wage after five years 50.00

GROUP 7 including:
Asst. head payroll clerk
Asst. make-up man
Asst. to promotion mgr.
Minimum weekly wage for beginning employees \$40.00
Minimum weekly wage after one year 43.00
Minimum weekly wage after two years 46.00
Minimum weekly wage after three years 49.00
Minimum weekly wage after four years 52.00
Minimum weekly wage after five years 55.00

GROUP 8 including:
Advertising promotion statisticians
Advertising production artists
Photographic printers
Minimum weekly wage for beginning employees \$30.00
Minimum weekly wage after one year 33.00
Minimum weekly wage after two years 36.00
Minimum weekly wage after three years 39.00
Minimum weekly wage after four years 42.00
Minimum weekly wage after five years 45.00

GROUP 9 including:
Asst. purchasing agent
Head delivery cashier
Head paper control clerk
Minimum weekly wage for beginning employees \$45.00
Minimum weekly wage after one year 48.00
Minimum weekly wage after two years 51.00
Minimum weekly wage after three years 54.00
Minimum weekly wage after four years 57.00
Minimum weekly wage after five years 60.00

GROUP 10 including:
Advertising promotion copy-writers
Advertising promotion production man
Asst. country circulator
Asst. plant bldg. supt.
Minimum weekly wage for beginning employees \$50.00
Minimum weekly wage after one year 53.00
Minimum weekly wage after two years 56.00
Minimum weekly wage after three years 59.00
Minimum weekly wage after four years 62.00
Minimum weekly wage after five years 65.00

Executives in charge of departments or sub-departments not otherwise classified will receive a minimum weekly wage not less than the highest minimum wage set forth herein.

than the minimum set forth above nor shall any subsequent increases be reduced during the term of this agreement, provided that in case an employee is transferred to a lower classification his salary may be adjusted accordingly.

(c) It is clearly understood by both parties that the foregoing schedule of minimum wages is not to be regarded as a wage scale intended to fix the weekly salary of every employee. On the contrary, it is recognized that this schedule represents merely the minimum standards of compensation in the various classifications.

(d) Any office boy, messenger boy or merchandising worker who shall be employed after the signing of this agreement need not be retained by the Publisher, if after three (3) years he has failed to qualify, in the Publisher's judgment, for other employment.

5. EQUIPMENT AND EXPENSES

An account, supported by receipts, bills where normally obtainable, of all actual and necessary expenses incurred by employees during the course of their assigned duties shall be submitted in writing to the Publisher or its representative. If approved by the Publisher or its representative, such expenses shall be paid by the Publisher. Except in individual cases where mutually satisfactory arrangements are made, necessary working equipment shall be supplied to employees and paid for by the Publisher. Necessary equipment or supplies purchased by an individual employee without proper authorization may be submitted as an expense item, subject to approval by the Publisher, as stated above.

6. DISMISSAL INDEMNITY

(a) The Publisher agrees that no employee shall be dismissed or discharged unless said employee be given written notice thereof and unless said employee be paid a sum of money determined on the following basis:

If discharged during the first six months of employment, no notice or payment other than wages due at time of dismissal.

6 months and less than 1 year
2 weeks' wages
1 year and less than 2 years
3 weeks' wages
2 years and less than 3 years
4 weeks' wages
3 years and less than 4 years
5 weeks' wages
4 years and less than 5 years
6 weeks' wages
5 years and less than 6 years
7 weeks' wages
6 years and less than 7 years
8 weeks' wages
7 years and less than 8 years
9 weeks' wages
8 years and less than 9 years
10 weeks' wages
9 years and more, 3 months' wages

(b) It is provided that the word "employment" as used in this section includes total continuous employment with the Publisher as recognized in the employment records of the Publisher.

(c) In computing the amount of money to be paid a discharged employee under this provision, there shall be used as a basis the

average regular weekly wages received during the twenty-six (26) weeks prior to the date of discharge.

(d) These provisions shall not apply to employees discharged for gross neglect of duty or gross insubordination.

7. VACATIONS

At the convenience of the office, each employee shall be entitled to a vacation of two (2) weeks annually with pay after one year of continuous service or more, or to a vacation of one week with pay after six (6) months of continuous service. Vacations will be arranged during the period from May 15 to September 15. Provided, no new employee shall be eligible for a vacation during the calendar year unless employed prior to March 15, for a vacation of one week, or unless employed prior to September 15 of the previous year, for a vacation of two weeks.

8. PAYMENTS DURING ILLNESS

Plan attached.
The plan provides for sick and disability leave on the basis of length of service:

6 months and less than 1 year
one week's pay
1 year up to five years
six weeks' full pay
six weeks' half pay
Five years to ten years
13 weeks' full pay
13 weeks' half pay
Ten years and more
26 weeks' full pay
26 weeks' half pay
[Maternity leave runs four weeks with full pay, plus vacation, and leave of absence without pay.]

9. GRIEVANCE COMMITTEE

The following procedure shall be followed in adjusting disputes arising out of this agreement:

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

SHOP ADJUSTMENT COMMITTEE

(a) A shop adjustment committee composed of not fewer than three nor more than five (5) Guild members employed regularly in the commercial departments shall be hereby established.

The chairman of the Unit may serve ex-officio on this committee. This committee is established for the purpose of calling to the attention of the publisher or its representative any grievance which the employees may have arising under this agreement, and to consider any grievance which the Publisher may present. The subject of any and all grievances which the employees may have shall be submitted to the Publisher or its representative and the Publisher or its representative shall submit any and all grievances it may have to the committee, for the purpose of discussing same to the end that they may be amicably adjusted.

If no adjustment satisfactory to the aggrieved party is reached within five days after the submission of the dispute, the un-

adjusted dispute shall be referred to the grievance committee.

GRIEVANCE COMMITTEE

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

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

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

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

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

10. OFFICE RULES

The Publisher may prescribe such rules, not in conflict with the provisions of this agreement, affecting the conduct and work of its commercial employees as the Publisher may deem necessary or desirable in the regulation and operation of its business. Such rules shall be conspicuously posted in the commercial departments. The Guild may also prescribe such rules as it may deem desirable or necessary for the conduct of its members which do not conflict with the provisions of this agreement. Such rules shall be posted conspicuously on a Guild bulletin board in the commercial departments.

11. EMPLOYMENT

The Publisher or its representative shall have the right to hire employees and may discharge em-

ployees subject to review by the grievance committee as set forth in this agreement.

12. PROVISION FOR JOINT AGREEMENT-RENEWAL-DURATION

(a) It is mutually agreed that in the event of this agreement being renewed, modified or extended and between the parties hereto a renewal, modification or extension of the so-called "editorial agreement" entered into between the parties and dated December 1, 1935, then in that event the provisions in such agreement pertaining to vacations and dismissal indemnity shall become a part of this agreement and shall supplant any provisions herein relating to vacations and dismissal indemnity.

(b) It is further agreed that in the event such editorial agreement is renewed, modified or extended as aforesaid, such renewal, modification or extension shall be for a period of one year and such agreement and this agreement herein shall be attached together and thereafter form one agreement which one agreement as a whole shall thereafter expire on the date specified in such new editorial agreement, except for vacations and dismissal indemnity, shall not be altered.

(c) Negotiations for the renewal, modification or extension of this agreement may be instituted by either party sixty (60) days prior to its expiration. In the event such negotiations have not resulted in the renewal, modification or extension of this agreement prior to expiration, status-quo conditions shall continue thereafter until either party gives the other written notice terminating such conditions.

(d) This agreement becomes effective the day following the date of the execution hereof, for the period ending June 30, 1939, and its provisions may be altered or amended prior to that date only by the mutual consent of the Publisher and the Guild.

(Signed)

Witnessed by News Unit Observers

G. J. BROWNE

GERALD GOTTLIEB

TOM CASSIDY

GERTRUDE MACKENSEN

NAN HILSDORF

News Syndicate Co., Inc.

F. M. FLYNN

F. W. BARNHART

Newspaper Guild of New York

LEONARD GOLDSMITH

PHILIP BISBEE

MILTON KAUFMAN

All of the provisions of the

"Agreement Between News Syndicate Co., Inc., and Newspaper Guild of New York Covering Commercial Department Employees," dated April 13, 1938, hereinafter referred to as the Agreement, are hereby made applicable to the commercial department employees in the New York office of Chicago Tribune-New York News Syndicate, Inc., and the minimum weekly wages of such employees shall be as mutually

On Other Labor Fronts

ITU Locals Vote Against AF of L's 'War' Levy

Early reports indicate that International Typographical Union locals are rejecting by large majorities the one cent per month per capita assessment which the AF of L levied in an ill-conceived effort to build up a war chest for the fight upon the CIO.

Federated Press reports that in Philadelphia the per capita was rejected by 855 to 174. The demand that the ITU membership be given the right to decide whether they shall pay any AF of L assessment was approved by 1,054 to 42. The position that the ITU is not subordinate to the AF of L was supported 1,655 to 41. Unrestricted authority of the ITU in jurisdictional matters was approved 1,008 to 87. Relinquishment of jurisdiction over matters was rejected by 738 to 323.

Reading and Allentown locals showed similar results in the referendum. San Francisco voted 601 to 163 against the war chest assessment, while Oakland typographers voted 181 to 21 against. The San Francisco local also voted 690 to 21 to require a referendum before paying any other AF of L assessments in future, and 707 to 52 against recognition of any AF of L authority over ITU jurisdiction or policies.

The Los Angeles local voted 384 to 200 against paying the per capita and 478 to 90 against subordinating the union to any other organization. Surrendering matters was opposed 420 to 161.

CIO MEN WIN POLL

In an election which the union charged was "marked by bitter management intimidation right up to the moment of balloting," New York industrial insurance agents of the Metropolitan Life Insurance Company last week chose the CIO as their sole collective bargaining agency.

An indication of the heat of the contest was that 3,552 of the 2,557 agents voted in the poll, conducted by the State Labor Relations Board. The vote was 1,278 to 1,242 in favor of the United Office and Professional Workers. Twelve ballots were void.

DETROIT VICTORY

DETROIT (FP)—The bitterly fought strike against a 10-cent an hour wage cut at the Federal Screw Works, leading auto supplier, was decisively won by the United Automobile Workers when an agreement was signed. The strike began after the company, under General Motors and other pressure, had torn up the old agreement and slashed wages.

The new agreement extends the old wage scales to Sept. 1, gives time and a half after eight hours a day and 40 hours a week, also time and a half to production workers for Saturdays and double time for Sundays and holidays. The third shift gets a five per cent bonus.

"The settlement is an important victory," declared President Walter Reuther of the West Side Local, "because it was a national test case in the drive of the employers on wage standards in the auto industry. We stopped the drive by persuading the 'guinea pig' pushed forward by the employers to resume collective bargaining and re-instate the old wage rates."

GROWTH OF ALLIANCE

CINCINNATI (FP)—Impressive as the length of its name is, the recent growth of the Hotel & Restaurant Employees International Alliance and Bartenders International League of America, AF of L, The International has leaped in membership from about 30,000 prior to 1934 to beyond the 200,000 mark today. Bob Heath, international general secretary, reports: "The haughty hotels and swanky clubs and resorts are being unionized. The Willard Hotel at the national capital recently came under the union banner. So did scores of New York hostesses."

Levinson's Book Wins Lewis Praise

NEW YORK (FP)—Labor on the March, the story of the CIO, by Guildman Edward Levinson, New York Post labor editor and author of "I Break Strikes," the story of Pearl Bergoff, will be published by Harper & Bros. April 14. The book has received high praise from Chairman John L. Lewis of the CIO.

Lewis in a letter to Levinson said: "I think that your book is an admirable analysis of the background, sources and growth of the CIO. . . . In addition it contains some magnificent reporting. It is an authoritative, dispassionate and exact review of the work of the CIO. I believe that the book will be valuable not only to the public of today but to historians who will eventually chronicle this period of American history."

Guildman Scores Int-Man Art Show

NEWARK, N. J.—Frank J. Daley, Guildman and staff artist for the Star-Expo, had an exhibition of his work at the Cooperative Gallery. Twenty-seven paintings, on display from April 4 through April 18, make up Daley's first one-man show.

Daley, who began painting seriously only a few years ago, has made remarkable progress, especially in the last year, other artists say. Among the paintings of the later period which are considered as his best works are "The Bath," "Rhumba," "Sale Time," and two newspaper office scenes, "Copy Desk" and "Sports Desk." These are said to show good composition and fine color relationships.

Post-Intelligencer Hearings End

SEATTLE—Hearings of the Seattle Guild's complaint against Hearst's Post-Intelligencer has ended after 20 days of testimony. When the sessions came to an end, Trial Examiner Charles Wood commented that the testimony of several witnesses would carry little weight because it had been completely broken down on cross-examination.

Although no names were mentioned, it was believed that Wood referred chiefly to Russell Young, head of the classified advertising department, and Joe Pass, classified "job finder" who used Post-Intelligencer radio time to broadcast attacks upon the Guild.

The hearing was over the dismissal of Mrs. Ruth Givan, classified telephone operator; Miss Helen Hoover, classified solicitor, and Ray Griffiths, district circulation manager. They were fired last July, the Guild claiming, for union activity.

MOORE REINSTATED
ATLANTA, Ga.—The Newspaper Guild of Atlanta has won a technical victory, with reinstatement by The Journal (afternoon) of A. T. Moore, circulation district manager, fired early in January for Guild activity.

However, The Journal assigned Moore to a territory 100 miles removed from Atlanta, at West Point, Ga. Moore accepted the new assignment without protest.

Your Dollar

By ARTHUR KALLEY and ALEXANDER L. CROSSBY

It is estimated that about 50 per cent of the retail mattress business is fraudulent. Consumers are regularly cheated by misrepresentation of the contents and by high prices based on the number of ventilators and other features that have nothing to do with durability and comfort. Mattress selling offers unusual opportunities for deception, since the buyer cannot look beneath the surface, and even when cut-open samples are displayed, only the customer with special knowledge of mattress construction can benefit.

Only 12 states have laws that are to any extent effective in regulating the manufacture and sale of bedding. And of these, only two (New York and Pennsylvania) forbid the use of second-hand materials. The result is that some millions of Americans are sleeping on mattresses that were purchased as new, but were actually made from the junk dealer's collection.

Consumers Union rates Spring-Air (\$24.50 to \$45) as a Best Buy. Listed as Also Acceptable are Honor-Bilt and Quail-Rest (\$42.50), and mattresses made by Stearns & Foster Co., The Simmons Beautyrest (\$39.50), is considered Not Acceptable, although comfortable when new, it has poor durability. Simmons Slumber King and Deep-Sleep, and the Imperial mattress (\$39.50) are Not Acceptable.

CHAIN STORE WORKERS

Sales girls in the 5-and-10 stores and clerks in chain drug stores are making substantial headway in a fight against low wages, long hours and the activities of industrial spies, a survey by Consumers Union has revealed. During the past year thousands of workers have signed up in the Department Store Employees Union and in the United Retail Drug Store Employees Union. A number of successful strikes have been conducted against chains that have operated for many years under a policy of cut-rate wages and excessively long working hours.

Some employees of Whelan drug stores in New York City, for example, were working as much as 80 hours a week without overtime pay until a strike was won early in 1938. The agreement provided for a 54-hour week, overtime pay and paid vacations. On the other hand, the unorganized workers in the Walgreen and Liggett's chains work longer hours and receive less pay. Pharmacists are paid as little as \$22 a week in these chains; top pay is \$28. A company union has been formed in the Liggett's stores, and the Willmark spy system has been exposed.

Your Dollar will be a regular monthly feature. The facts and opinions given are based on the monthly reports of Consumers Union, 55 Vandam St., New York City, a non-profit membership organization whose object is to safeguard buyers by testing and reporting on consumer goods. Note especially the information on labor conditions under which products are manufactured.

Guild Upheld in Knoxville Labor Board Complaint

KNOXVILLE, Tenn.—The Guild's position in the National Labor Board complaint against the Knoxville (Tenn.) Journal has been upheld on every point in Trial Examiner Albert L. Lohm's recommendations to the Board. His report represents the ANG's first victory in a complaint charging refusal to bargain collectively.

Lohm recommends that the paper be ordered to bargain at request of the local, to reinstate with back pay four fired Guild members—Mrs. Lula Hubbard, Miss Lucia Brown, Kenneth Harrison and Harry Human—to cease and desist from coercion, intimidation, and to post notices saying it will so cease and desist.

Lohm's report finds that the testimony of Herbert Marks, a TVA attorney, who acted as volunteer Guild spokesman on his own time, "is fully corroborated by the testimony of Mr. Page (Henry C. Page, general manager of the Journal), who admitted that he advised the Guild committee that the respondent could not afford, and that it was a financial impossibility,

IEB Pushes Ship Probe Spy Issue

Asking that the Copeland investigation of maritime industries be extended to the "real abuse" of hiring of labor spies, use of federal subsidies to fight application of the Wagner Act and other anti-labor practices of shipowners, the International Executive Board has demanded an about-face on the Senatorial inquiry.

Making it clear that the Guild did not oppose investigations by Senate committees, a resolution adopted by the board pointed to Copeland's record and his evident desire to use the investigation to wreck the labor movement, and asked that the inquiry be put to good purpose.

The resolution read in part: "Whereas by use of a legislative trick the resolution of Senator Copeland for investigation of the labor situation in the United States Maritime Industry was passed unanimously by the Senate of the United States, and whereas it is apparent from the preamble of the resolution and from the past efforts of Senator Copeland to attempt discrediting of labor organizations by failure of shipowners to observe present maritime laws . . .

Now therefore be it resolved, that the International Executive Board of the American Newspaper Guild, in quarterly session, call upon the Senate committee to repulse any and all efforts to discredit honest unions and honest unionism and to broaden the inquiry to include all varieties of abuses practiced by American shipowners to the end that such abuses may be halted by the adoption of appropriate regulations.

Electric Heating Pads
The hot water bottle of the home and buggy epoch is in some ways more desirable than the electric heating pad. Consumers Union technicians report after a test of 10 different brands of these modern appliances. The users of several brands of pads run the risk of burns and shocks, and there is also the chance of the mechanism's getting out of order.

Rated as Acceptable are the Safety-Heat (\$7.50), the Electro Sheet (\$7.50) and the Samson Wet-proof Model 520 (\$3.95), also sold as Macy's Wetproof. The Westinghouse WP 164 (\$5.95) and the Ward's Fireproof (\$3.75 plus postage)—both cloth type pads—are also considered Acceptable, but only when they are used at all times with a rubberized envelope. Even so, these pads are less safe than the first three listed. All cloth-type pads were found to have excessive shock hazard when used without rubber covers.

It is never safe to go to sleep with a pad turned on, or to leave a pad with a child or an invalid.

DETROIT. THE GUILD REPORTER: Hey! Hey! That head on page six, April 11 issue—"EXHAUSTED" GUILD SNAGGED IN DETROIT BARGAINING.

Detroit hopes everybody noticed these single quotes around the word "exhausted" only in a very limited way—namely, with the arguments of Mr. Malcolm W. Bingley, editorial director of the Free Press. In all other matters the Guild hasn't even got into preliminary paring.

Indeed, even in connection with Mr. Bingley's peculiar ideas about the nature of collective bargaining, "exhausted" is not quite accurate. The proper word is "regusted."

On the testimony of Robert B. McNitt, former managing editor of the Journal, Lohm comments, "It is true that McNitt denied all of the statements of numerous witnesses that were attributed to him in opposition to the Guild, but when all of the facts are considered it is not tenable to accept McNitt's mass denial."

TED SUMERLIN, former member of the Houston (Texas) Press unit, is editor of The Petroleum Retailer, state-wide newspaper for service station operators.

Labor, Guardian of America's Democracy

NLRB Member Warns That Employers' Fight Against Unions Takes On a 'Fascist Pattern'

From a Speech
By EDWIN S. SMITH
Member, National Labor Relations Board
(Delivered before the Carolina Political Bureau)

THE title of my address describes the National Labor Relations Act as a "guardian of democracy." This, I trust, is not rhetoric, but a simple statement of sober truth. That democracy everywhere is menaced becomes daily more clear. That this danger to ourselves can be averted only by the alert and wholehearted resistance of those social groups whose stake in democracy is greatest seems self-evident. No group since the modern industrial system began has more faithfully and fearlessly advocated the widening and deepening of the democratic process than the industrial workers. No class has so experienced the tragic helplessness of the individual who, unsupported by the collective economic strength of his fellows, faces alone the entrenched autocratic economic power of the employing class.

In the United States we have indulged in much sentimentalizing over individualism and freedom of opportunity for economic self-improvement. The sentimentalizing lies not in respect to the ideals for which these expressions stand but in terms of their application to the realities of life for most of our population. The lens of millions of our people who now, as in the past, produce the goods by which we exist are expending their physical and mental energies not in a struggle for the abstractions of individual freedom and unfettered economic opportunity but for attainment of the bread of life itself. These millions, despite our popular system of government, have known little of the blessings which democracy is supposed to bestow, but they have never ceased to hope and strive for the creation of a real democracy.

The democracy which the workers are fighting to attain can only be defined and realized in terms of collective action by themselves and for themselves. . . . As organized collective groups they can aspire to achieve a state of affairs in which the individuals who compose these groups can at last grow and flourish. The kind of democracy which embraces the needs of the great masses of the people is implicit in any genuine visualization of the democratic idea. However, this conception is but faintly embodied in the utterances of many whose voices are raised most loudly in democracy's praise.

'SPECIAL' DEMOCRACY FOR EMPLOYERS

The American businessman, as a type, advocates that kind of democracy which leaves him freest to pursue his own course. Individualism is his stand-by and his shield. He can afford to travel alone. He is highly suspicious of all collective action by the workers and even by the government. Call his reasons philosophical or merely selfish, the average employer's practical actions have always tended in the direction of thwarting those collective efforts of his employees, by which alone the individual worker may hope to improve his lot in life.

Persistence by employers in this course can lead, as it has led abroad, to a final discarding by them of the whole democratic formula. If trade unions and political programs inspired by working class needs and philosophies are essential aspects of democracy, then, disillusioned employers abroad have said, let us strip off the democratic mask and take our chances with the new phenomenon, that outwardly mystical but inwardly intensely practical state of things known as fascism. What relief this idea of a totalitarian state affords! The first thing naturally to be done is to abolish utterly and for all time those anti-totalitarian menaces, the labor unions. The employer, being the now quite undisputed boss, becomes simultaneously that much more dignified personage, the leader. His solemn duty to the state is to lead his subservient followers where they should go. Then follows the intensely pleasant discovery of such leadership that by keeping wages low not only can profits be kept high, but the totality (that vague and comforting word) is thereby potentially served. While democracy hopes, fears and



EMPLOYER VIOLENCE IN STRIKES: "There have been ferocious beatings . . . and even actual murders . . ." The photograph above shows "outraged farmers" removing the Hershey chocolate signowners. Note the "farm" implement in the upraised hand of the "farmer" at the left.

hesitates, the spirit of autocracy waxes, giving free play to aggressive ambitions against weaker nations which have not yet experienced the fascist enlightenment. So at the end of the fascist road the leaders of the totality find themselves engulfed in a strange war-world which can encompass without apparent shock the death by bombing and machine gun fire of women and little children.

My purpose here tonight is not to deliver a lecture on fascism or to prognosticate that our own nation may tread that frightful path. I do say that there are signs and warnings of which the thoughtful and the lovers of democracy should take heed. I do assert that the businessmen who denounce and fight against the natural evolution of democracy which is seeking to proclaim itself through the labor union movement are playing with dangerous fire for all of us. If we hope to preserve democracy, the inevitable movement of the industrial workers for fullest collective organization, economically and politically, must receive acceptance by the public, as it must likewise receive from the government, firm protection against those who have the power and the will to destroy it. It is in that sense I have called the National Labor Relations Act a guardian of democracy, and, I think, a most important one. . . .

OMINOUS SIGNS
WARRANT CONCERN
The results so far achieved by the Act and by the Board give one undoubted cause for optimism regarding the future peaceful and democratic evolution of the labor movement and labor relations in this country. Nevertheless, ominous signs still cloud the horizon which warrant grave concern as to the course which American industry will choose to pursue and the problems which will confront labor and its sympathizers in preserving our democracy inviolate against the anti-democratic

tendencies now loose in the world of which fascism is the symbol and the spirit. The last few years have seen in most sections of the country an alarming growth of the vicious spirit. Under its influence the employer decides that his economic interests are paramount and the law is subordinate. So deciding, he chooses to resort to force and brutality to achieve the ends which he seeks. The LaFollette Committee hearings, as well as the records in numerous cases coming before the Board, show that certain employers whose names are held in high respect in many quarters have resorted to methods to stifle the organization of their employees on which genuine fascists would willingly stamp their seal of approval.

There have been ferocious beatings and kidnappings of union organizers and even actual murders accomplished, sometimes with the subservience or connivance of what in this connection must be ironically referred to as public agents of law enforcement. . . .

On a directly fascist pattern, American employers in many instances have sought to break up strikes and destroy labor organizations by arousing not only the loyal workers, or as the labor unions less flatteringly term them, the "scabs," but also members of the community generally against the strikers. . . .

The industrial employer's tremendous economic power in the community has been utilized by propaganda and by more direct means of pressure to inflame against striking workers the sentiment of local bankers, merchants, and even professional men such as preachers, doctors and dentists. . . . The employer in numerous instances is responsible for a deliberate attempt to poison the mind of the community against the unions. The foundation for the sentiment which he desires to rouse is his own hints or definite threats to move his plant to some other town. On top of this he is careful to see that the

He Fears Industry's Persistence May Lead To Discard of Whole 'Democratic Formula'

ery of radicalism and communism is really only raised against the union and the strikers. National propaganda associations, working in the interest and with the financial support of employers, are glad to supply him with literature along these lines, which is distributed to the public.

Professional people and small merchants . . . are by these means stimulated to truly hysterical fear. The local papers are for business reasons sure to be closely allied with the employer's interest, so that labor's side gets no adequate publicity and news stories and editorial comment favorable to the employer daily agitate the flame of anti-union sentiment. From ignorance and fear it is but a short step to mob spirit and to acts of brutality and aggression, a step which citizens' committees formed in strike situations have almost inevitably taken . . .

IMAGE OF REDS CONJURED UP

In the kind of atmosphere in which the citizens' committees move all sense of proportion is lost. The notion that the strikers are simply their fellow townsmen, who are organizing to improve their working conditions, has long since receded from the picture. Instead, there has been conjured up and constantly kept before the public the image of reds bent on violence and destruction, not only of property but probably of government and morals as well.

When the "best people" in the town are saying such things, and when the people next below in the economic and social scale are much beholden to the best people, it is small wonder that the atmosphere of antagonism to the strikers grows by leaps and bounds. As a consequence, otherwise decent people become associated with the activities of hired detectives and thugs and become the apologists for, if not direct proponents of, violent action against the workers. The exposing of such matters by the LaFollette Committee and by the Board has undoubtedly done much to check their spread. But many employers are expressing a grim determination to stand out against the legal compulsion which they clearly understand and to make use of unsavory means to attain their illegitimate ends.

One thing above all which the defender of American democracy who recognizes the vital importance of the organized labor movement in the democratic scheme can and must do is to oppose hostile amendments to the Wagner Act. There seems little chance that any of the amendments which have been proposed will be adopted by the present Congress. One may be sure, however, that in the years ahead, unless the employer interests bow to the implications of the Wagner Act, they will press vigorously and use all the political armory at their command for what they term equalizing amendments to the Act. It behooves citizens not directly involved in the struggle between labor and capital to realize just what the mailed fist is behind the silk-glove language in which these proposed amendments are expressed. In the name of being fair to both sides, the object of these amendments unquestionably is to injure and cripple, and, if possible, destroy the effectiveness of the labor movement. The same thing is true of many proposals advocated by employers for increasing state regulation of labor union activities. From such regulation to complete emancipation of labor unions might be an all too short step once the dangerous process has started.

SEES FASCIST SPIRIT IN ATTACK ON LABOR
If the spread of Fascism externally as well as the growth of fascist ways of thought within our country constitute a peril to American democracy, one must begin by warding off the danger at the point at which it is most vital for the fascist spirit to succeed before it can progress to its full flowering. That point is the attack on organized labor. Those who would support democracy must support the workers' right freely to organize economically and politically. To follow any other course is to betray the objectives for which the American people have been struggling since the start of their history.

The Guild Reporter

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"... It shall be the duty of the GUILD REPORTER, under the supervision of the IEB, to promote in every legitimate way the policies of the ANG as established in Convention, and to confine its editorial policies to that specific program. All notices printed in the REPORTER shall constitute notices to the entire membership."—From Art. XX, Sec. 1, ANG Constitution.

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April 18, 1938 Vol. V—No. 19

Government by Night Letter

THE defeat of President Roosevelt's executive reorganization bill in the House makes Congress, at this moment, Labor's outstanding problem. The bill itself was relatively unimportant, but the mastery over the national legislature which big business established by this defeat of Roosevelt is ominous for the people of the United States.

No intelligent person gave any credence to the charge that the bill would have made Roosevelt a dictator. Even Republicans admitted it would not. This was not a fight for a principle but merely a campaign to block the New Deal. Who were the leaders in the fight? Frank E. Gannett, reactionary newspaper publisher, William Randolph Hearst, ditto, and Father Coughlin, most outspoken proponent of fascist ideas in the United States. Gannett organized the so-called Committee to Uphold Constitutional Government, rallied to it a fine assortment of Tories and crackpots and went into the business of sending night letters wholesale, apparently in some instances without bothering to consult the people, in whose names the telegrams were sent. Hearst's henchmen organized a "Paul Revere march" to Washington (railroad transportation paid for) in which fewer than 100 took part. He also promoted night letters. And Coughlin told his radio listeners to send night letters. The result was that Congressmen were swamped with 350,000 telegrams, the largest number ever to pour into Washington on any piece of legislation.

This was plainly a synthetic "revolt," fanned by publicity, shady characters and a powerful oligarchy of wealth. It featured a lot of incredibly loose talk, including the threat of a violent uprising if the reorganization bill was passed. Yet the mere fact that so many telegrams were sent, regardless of their source, caused six Progressives and two Farmer-Laborites to vote against the bill—enough votes to have saved it if they had gone the other way.

NO sooner had the bill been defeated than its opponents clarified their main purpose. The newspapers immediately reported that "Pay-Hour Bill Defeat, Too, Is Now Expected" and that all controversial legislation was doomed.

To understand what this means it is necessary to look back at what has happened in the last few years. By 1933 it had become clear that the uncoordinated economic system in the United States had broken down—a breakdown from which the mass of people suffered most. Almost everyone agreed that government action of some kind was necessary, and Roosevelt proceeded to try to pump new life into the system with measures to balance consumption with production. As soon as the danger of immediate collapse had been removed, however, big business began to fight reforms. The New Deal has been able to salvage some of the forward steps—social security, the Labor Relations Act—but none of them has been drastic enough to dispel the economic crisis, and for the last three years the reform movement has been virtually stalled. Yet, with a new recession, a vast army of unemployed and other signs of the inadequacy of the laissez-faire system—still predominantly the system under which we live—the need for economic reforms is as great as ever.

IN this situation, Congress has practically abdicated its power to legislate. No constructive legislation, no steps

to take care of the needs of the people, have originated in that body for several years. Consequently, President Roosevelt has been forced into the position of initiating legislation. His role has been that of the representative of the people trying to get their will done by a reluctant Congress, which is patently under the control of lobbyists and big business. The evidence that that is the case is overwhelming. The 1936 national election showed that the people of the United States were decisively for Roosevelt and his program. The Gallup polls show that the people are still of the same mind.

Yet the people are being thwarted by the power of private wealth. Today the reactionary clique has stopped the reform movement in Congress. What will they do tomorrow? If they solidify their majority, will they hesitate to undo the reforms? The greatest challenge to their power is no other thing but the growing labor movement. They are thirsting to wreck the Wagner Act. How long will they keep their hands off it once they feel able? If they could start the labor movement downhill, all popular reforms might be set back for a decade.

To give voice to the wishes of the people there is only one dependable group—organized Labor. Organized Labor, and all elements of it, including the Guild, must throw its strength into the coming election struggle to see that the reactionaries and unrelies are thrown out wherever possible; and that members of progressive tendencies, at least friendly to labor, are brought in. It would be dangerous even to take a draw in this election; it must be won.

In the meantime, and until a political realignment occurs that will enable the rank and file of the people to send their own representatives to Congress, instead of having to depend on a collection of Bourbon representatives from the South and political hacks from all sections, the people need to make their influence more directly felt in Congress. Had they expressed themselves on the reorganization bill even the avalanche of night letters from the Tories and their stooges would have been dwarfed. They should be heard constantly and aggressively—as the oligarchy of wealth makes itself heard, even when it speaks in whispers.

Labor must lead the people to be at least as articulate as the Gannetts, Hearsts and Coughlins.

The Retainers Revolt

THE Broun-Robb debate on the Guild was not expected to decide anything, and it did not; but it threw a penetrating light on the fundamental clash of views between the Guild and its opponents. To Robb, newspaper employees are like family retainers; the industry is the beginning and end of their existence. They should never reveal ugly secrets to the neighbors, as the Guild does in its strikes; to do so starts nasty rumors and undermines confidence. The GUILD REPORTER in printing the Consumers Union reports about commodities likewise is breaking down confidence in advertising—our river of life. We are part of the family and should help hide the skeletons. As Robb spoke one could almost picture his image of the newspaper publisher, a broad-shouldered, portly gentleman with mutton-chop whiskers of the Chester Arthur vintage, who somehow missed the normal human allotment of self-seeking instincts and had only the noble virtues; and whose brow was furrowed with care because his children and his retainers did not blindly leave their lives in his hands. If his industry loyally go under with it.

Against this image Broun fired shot after shot from the experiences of the retainers; vivid, moving incidents showing the low value which in actuality papers place on newspaper men's loyalty—stories of the rude awakening, which explained why the retainers decided to carve out a new destiny for themselves.

Robb did not even know his image was hit. To his dying day he will think that we believe the publishers have horns; he himself will never even know that what they really have is glands.

His antiquated conception of our duty to keep a good face on the industry calls to mind the old vaudeville wheeze about the man who went into the cheap restaurant. The food looked sad; the bread was soggy, the dish of beans was dried up, there were flies on the butter. The man looked over the layout and demanded of the waiter, "Is that all you have to eat here?"

The waiter replied, "I don't have to eat that, I just work here."

Under Robb's theory, the publishers may ruin their papers by policies antagonistic to their readers' interests; they may connive with advertisers, as they have done, to prevent protection of the consumers, yet we must cheerfully take the consequences and go on keeping up the false front with the public. It is no wonder the points of view are so hard to reconcile.

Bogus Liberalism

AMONG the most effective instruments for shaping public opinion is the newspaper columnist. The majority of newspaper readers scarcely glance at the editorial page except to locate their favorite commentator. Indeed, most of the columnists are given preferred positions on the editorial page itself. Their political importance is formidable.

Roosevelt's sweeping victories forced reactionary newspapers to recognize the fact that the sentiment of their readers was becoming increasingly liberal. If they were to effectively combat a liberal philosophy, they would themselves have to adopt a false liberalism. If the country would be liberal, they, too, would assume a liberal viewpoint and snipe at liberal measures from ambush.

So they formulated a policy to meet this situation. This policy was to buy out former liberals and use their reputation for liberalism to establish a claim to impartiality. The tactic for such columnists is to praise progressive objectives in general terms and knife specific proposals.

—From the Railway Clerk.

She Covered a World And Saw NOTHING

It Is All Just Mad, Glorious, Stupendous to Irene Kuhn, Another Romantic Reporter

ASSIGNED TO ADVENTURE. By Irene Kuhn. New York: J. B. Lippincott Company. \$3.00.

Reviewed by EVELYN SEELEY

IRENE KUHN wrote a book "in order to live it over again, the whole crazy, glorious, mad adventure to which destiny assigned me." She dedicated it to her daughter Rene, who has decided to be a foreign correspondent, as "my assignment from life, my adventure in living." And she wound up with the final platitude "To live close to reality is really to live."

As newspaper people, we may challenge Miss Kuhn's closeness to reality as she "lived it all over again." We challenge her book's value as a legacy to Rene and thousands of Rene's young friends, boys and girls, who from reading books like this look upon the newspaper world with eyes dazzled by glamor, as a fine place of escape from social responsibility, a place where you look upon events with no feeling or relation to them.

As newspaperwomen and newspapermen, her former and present colleagues may well feel this book has traduced them. It has promoted the legend of the newspaper movies, through which the girl reporter moves always romantically through "crazy, glorious, mad adventure," protected somehow from the facts of life. And the reader, becoming interested in Miss Kuhn's emotional life and her adventures and some of the good stories she tells, will fall again for the same old, safe, sweet story that makes the progress of reporters hard and keeps newspaperwomen in their place. In this world that Miss Kuhn describes the reporters should be glad to work seven days a week for nothing.

WHAT DID HAPPEN?

The reporter's autobiography may be valuable, because the reporter sees more than the average human being has opportunity to see, and he may grow in understanding as he sees. Miss Kuhn moves among world events without comment. Plunged into the center of things happening, she gives no insight into affairs or people.

Great things happening in the world are used mainly as a background for the things that happen to her. "Paris in 1921 was the newspaperman's 'dream girl'." "Time spins a crazy top." "Nobody knows what China is all about." And—

"War and revolution were abstract terms. I think they still are to most women until, through the introduction to violence of men close to them, the connotation of these words becomes a more personal one. War means nothing to women in terms of victory, extension of national power and influence, acquisition of territory. It means only—what will it do to my husband, my brother, my sweetheart? Will he come back to me?"

Miss Kuhn, says the blurb on the book jacket, "was born to have things happen to her." What happened to her, in a real sense and in the development of her thinking, the book does not reveal.

The top in this superficiality is her use of that great sob-story, Anne Lindbergh's testimony at the Hauptmann trial. She shows us—not Anne Lindbergh, that day when reporters at last were able to see her and watch her and write about her in an intensely dramatic appearance—but Irene Kuhn, the great reporter.

WAS ANNE THERE?

She wrote her story and the next day she received a letter from a man who owned a farmhouse near Flemington. "Your story in tonight's Telly is one of the finest I have ever read," he wrote. He offered her his home to live in, he signed his name—"a fine Scotch name." Miss Kuhn "was deeply touched by the compliment paid me by someone who judged my character only from what I had written." "After all," she wrote, "anybody can lend you money and give you time; but when someone hands a stranger the keys to his home, well... that's the accolade."

Now this book contains some good stories about Miss Kuhn's life and the people she met in her travels. It moves along fast and adventurously. It is written in good tabloid style, although we draw the line at this—"Sometimes the brain vomits for the human race"—and at this—"And, soon, as if I'd never had it off, I was wearing the same old harness, champing at the same old bit, like a dobbie at pasture who hears the clang of the bell, sniffs the air and paws the ground. Printer's ink does that to one."

There is nothing in these pages that will offend any publisher who may want to employ Miss Kuhn. All the proper persons—Roy Howard, Lee Wood (executive editor of the World-Telegram) and other big shots—get hearty pats on the back.

Miss Kuhn is not a member of the Newspaper Guild. She walked out of the Guild at the World-Telegram after failing in a sharp attempt to break it. Her platform, resented by every other reporter but one, sought a professional guild, having nothing in common with printers, opposing AFofL affiliation and Heywood Broun, and fitting exactly into the publisher's expressed dream. It held out sympathy with "the poor."

Not because she knifed the Guild—but because the same reporter who walked out on the Guild walks through these pages—we leave the accolade bestowal to the man with the fine Scotch name.