

The GUILD REPORTER

Official Organ of the American Newspaper Guild, an Affiliate of the C. I. O.

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Publisher 'Gives Up' In NLRB Hearing

WILKES-BARRE, Pa.—National Labor Board hearings into Guild charges that the Wilkes-Barre Record fostered a company union came to an abrupt halt last week as the management "rested" its case—an action indicating that the paper was tossing in the sponge.

Testimony had been taken for only two days when the newspaper's attorney ceased his efforts and told Trial Examiner Henry J. Kent that he was ready to accept the board's findings without further hearing. The NLRB attorneys thereupon waived further hearing.

Much of the management's weakness revealed itself in the witness stand admissions made by Jack Davis, NLRB attorney, from Marvin Williams, president of the company union, the Wilkes-Barre Record Employees' Association. After telling of meetings held in the company's offices, Williams topped his testimony with the statement that the association went about its business "in secrecy" so that the management wouldn't "know" of its formation.

Williams admitted: That he took time off "without permission" prior to the Guild strike last fall, and used an advertising manager's office to get signatures to "loyalty" pledges which made employees members of the association.

That of his "own volition" he called an enrollment meeting of business office employees in the Record mailing room.

That when association members proposed improvements in the terms of a contract he drew up, Williams declared that he "could not conscientiously present those outrageous demands to Mr. Van Laeys (the general manager) and would resign the presidency unless they were changed."

That when association members questioned him about the contract phraseology, he told them that "Mr. Van Laeys thought it would sound better that way."

That the management told him negotiations might proceed more smoothly if the association were "chartered."

Guildsmen who testified were Secretary-Treasurer Dan Delaney, Record librarian; Michael Drugatch, circulation man; and Dorothy Carey and Marvin Wright, who quit the association to go on strike with the Guild last fall.

Rochester Opens Battle On Firings

ROCHESTER, N. Y.—Thwarted in efforts for an amicable adjustment of the case of May Walrath, discharged Democrat and Chronicle, classified advertising counter supervisor, the Rochester Guild last week turned to organized labor groups of the city for aid as it mapped further steps in its reinstatement battle. The local was to meet April 24 to consider this case and negotiations which so far have been stalemated by an adamant company attitude and unwilling for changes in management proposals.

San Francisco Contract Is Signed; City-Wide Gains Benefit 700

Pay Rises Bring Minimum Ranges to \$250 and \$175 in Editorial, Office Groups

(San Francisco contract highlights and comparative tabulation on Page 4)

SAN FRANCISCO—The Northern California Guild's contract was signed with the San Francisco-Oakland Publishers' Association on April 18, bringing 700 editorial and commercial department members vast improvement in their working conditions and salary increases for hundreds.

The first major, city-wide industrial contract in the ANG, the document covers editorial, business office and classified advertising employees on San Francisco's four dailies, the Examiner, Chronicle, News and Examiner, and the Oakland Post-Enquirer. Editorial salary minimums range to \$250 a month, commercial to \$175.

Unorganized heretofore, the commercial department members by comparison were the greatest beneficiaries under the contract. The editorial department members, who progressed from their bulletin board agreements of last year, won

over five per cent salary increases for morning paper workers, increases for librarians and other help on all papers, limitations of beginners and other improvements. For the commercial workers there were raises up to \$50 a month for 95 per cent, and newly-won vacations and sick benefits. The 5-day 40-hour week, which editorial employees had had for a year, was a new benefit for the commercial employees. For all departments the contract brought severance indemnity of one week's salary for each 30 weeks of service, up to a maximum of 26 weeks, to be paid without qualification except in cases of discharge for dishonesty in the commercial departments.

Security features of the contract prohibit pay or staff reductions as the result of signing the document, and provide that employees discharged for no fault of their own be placed on a preferential rehiring list. The first to go on this list was a group fired by the Chronicle and Call-Bulletin on

First Syndicate Pact to Be Signed

CLEVELAND — The Guild's first contract with a national feature service or syndicate was ready to be signed last week with the Newspaper Enterprise Association (NEA), a Scripps-Howard syndicate. The contract covers employees in the Cleveland, New York, Washington, San Francisco and Los Angeles offices. It will be signed by James P. Kirby, Cleveland Guild president, on behalf of the International Executive Board.

March 3. They will receive dismissal pay as high as \$900 for one.

Aside from the material benefits, the local achieved in the negotiations a spirit of unity, and a determination that the "first and most fundamental demand for the 1939 negotiations" will be the Guild shop, as recommended by the bargaining committee. The Guild shop was virtually the only point on the bargaining program not gained. Contrary to the tenor of the newspaper reports disseminated last week, the membership had won all (Continued on Page Three)

Senate Report Hits At N. A. M.

WASHINGTON (FP)—Employer associations, seeking to enlist the aid of the public in their warfare upon labor unions, constitute a direct menace to democracy and civil liberties in this country, the Senate civil liberties committee told the Senate in an interim report made on the basis of its investigation.

Though not identified by name, the committee made it clear that it was talking about the National Association of Manufacturers when it discussed the circulation of a pamphlet giving detailed advice on the organization of vigilante and back-to-work movements.

"A menace to democratic government was indicated to the committee in a pamphlet and a letter," the report in the Senate said. "They betoken, in consonance with other evidence, a willingness on the part of great businessmen's organizations not only to evade enacted laws, but to undermine democratic order, but to foment the means whereby pecuniarily interested parties can become a law unto themselves."

"In a country whose history provides evidence of vigilantism it is a matter of no little public concern when business organizations, influential and moneyed, seize and foster such movements to the attainment of their own ends."

The letter and pamphlet referred to were produced by the committee during its investigation of the NAM. The letter recommended two pamphlets, one of which described the uses of "independent" unions while the second, in the words of the Senate committee, "was, in guarded terms, a handbook of vigilantism."

The second pamphlet, entitled "Industrial Strife and the Third (Continued on Page Six)

Guild Slows Up Hearst's Jurisdictional Dispute Mill

The Hearst management's efforts to stir up rival jurisdictional claims from other unions to interfere with a Guild election for bargaining purposes on the New York Journal-American received a severe setback in hearings before Trial Examiner Holden of the National Labor Relations Board last week. The hearing, which was still in progress on Friday, is to decide whether the Guild unit on the Journal-American is appropriate for bargaining. A similar test was recently won on the Hearst Mirror.

Improved Pact Signed With Havas

Three-week vacations for the entire staff after one year's service, adjustment in work classifications which resulted in pay raises, and increases of \$5 for teletype operators and \$3 for copy boys are provided in the new Guild agreement reached with the Havas News Agency in New York last week. The agreement renews the Guild shop clause.

Effective for a year on June 30 with the expiration of the present contract, the new agreement maintains the minimums for rewrite, rewrite-editors and editor at \$65, \$70 and \$75.

Copy boy minimums are increased from \$15-\$18 and \$21 to \$18, \$21 and \$24. Teletype operators are to receive \$47.50 for the first five years, with an annual increase of \$2.50 thereafter.

All other provisions of the agreement now in effect, including severance pay schedules of two weeks per year's service, are maintained. The negotiations were conducted for the management by M. Leon Rollin, inspector-general of foreign services, and for the Guild by Organizer Jack Ryan and Morris Iushevitz.

The Hearst effort to inject the jurisdictional claims in this test, carried out by Harvey Kelly, labor counsel, drew responses from several unions, but the questions were being rapidly settled peacefully or were being shown not to meet the Labor Board's test of a "bargaining history."

Typical of the claims which sprang up in response to an adroitly worded letter from Kelly was one from the Typographical Union for jurisdiction over the composing room helpers or boys.

As long ago as Nov. 1935 a committee of these boys was formed to seek admission to the ITU. They received no encouragement and eventually formed their own union. The union, known as the Allied Printing Helpers' Union, with headquarters at 430 Sixth Avenue, New York, continued to seek a charter from the AF of L or admission into the ITU, without success. It dissolved in the Spring of 1936, and when the Guild broadened its jurisdiction a year later, these workers came into the Guild almost in a body.

The Stereotypers' Union and the Building Service Employees' Union were able to show a bargaining history in support of their claims, and the Guild yielded jurisdiction to them over plate boys and building service workers, respectively. The unions provided proof that these groups would be admitted to (Continued on Page Six)

Labor in Duluth Hits at Publisher

DULUTH, Minn.—Despite sharp condemnation from labor officials, the local publisher of the Duluth Herald and News-Tribune, Ridder brothers papers, again broke off negotiations with the Lake Superior Guild last Wednesday, the eighteenth day of the Guild strike and the thirteenth day of the suspension of the papers.

The break only further solidified the united labor support behind the strike, called when the publisher refused to consider unionization of various Guild departments.

The local publisher, J. H. Jordan, showed his position after an all-day session on Tuesday, attended by ANG Representative H. Richard Sells, in which Guild negotiators offered various suggestions as a possible basis for discussion. To each suggestion the publisher refused even consideration.

Fred Smith, head of the powerful General Drivers' Union, largest AF of L group in Duluth and Superior, declared to him:

"You haven't even offered these boys the sleeves out of your vest. I think with that attitude of yours, of just sitting there saying 'No' to everything, you haven't a legal right to publish a newspaper."

Smith's mention of "legal" right referred to the four-page 400-copy daily edition which the Guild has allowed the papers to publish to retain their status for legal advertising, a status which brings approximately \$125,000 a year in official county and city notices and which, if lost through a break in publication, would take two years to regain.

While professing willingness to negotiate a Guild shop with "limitations" for the other departments, the publisher has constantly refused to discuss other contract demands on wages, hours and conditions until the Guild waives its demand for a Guild shop in the editorial division.

This attempt at splitting of the industrial unit of 85 strikers fell on deaf ears, particularly when the publisher's proffered "exclusions" from the Guild shop provisions were found to cover more than 50 per cent of the present membership in the advertising division.

After the Smith outburst, the publisher softened for the first time since the strike was called on April 3, and offered to consider a compromise proposal put forward by Henry Paull, local CIO attorney.

(Continued on Page Two)

Brophy to Address Our Convention

John Brophy, director of the Committee for Industrial Organization, will address the fifth annual Convention of the American Newspaper Guild, which opens in Toronto on June 13. Brophy will take occasion during his visit to get first-hand information on the status of the international labor movement in Ontario and Quebec.

HIGH-LIGHTS OF SAN FRANCISCO 5-PAPER PACT

ANG's First Major City-Wide Contract

Following is the text of the important sections of the San Francisco contract:

THIS AGREEMENT, by and between the SAN FRANCISCO NEWSPAPER PUBLISHERS' ASSOCIATION, as the representative and authorized agent of CHRONICLE PUBLISHING COMPANY, PUBLISHER of SAN FRANCISCO CHRONICLE; HEARST PUBLICATIONS, INC., PUBLISHER of SAN FRANCISCO EXAMINER; DAILY NEWS COMPANY, LTD., PUBLISHER of SAN FRANCISCO NEWS; HEARST PUBLICATIONS, INC., PUBLISHER of SAN FRANCISCO CALL-BULLETIN; HEARST PUBLICATIONS, INC., PUBLISHER of POST-ENQUIRER of Oakland, California, hereinafter referred to collectively as the "PUBLISHERS," and individually as the "Publisher," and the Northern California Newspaper Guild, hereinafter referred to as the "GUILD,"

Section 1. The Northern California Newspaper Guild is hereby recognized as the authorized collective bargaining agency of the Editorial Department employees of the San Francisco News, San Francisco Chronicle, San Francisco Examiner, San Francisco Call-Bulletin, San Francisco Post-Enquirer, Classified Advertising Department employees of the San Francisco News, San Francisco Chronicle, San Francisco Examiner, San Francisco Call-Bulletin and San Francisco Post-Enquirer.

Section 2. If an employee, having been once released from duty, is called back for overtime duty, he shall be credited with one hour in addition to the actual overtime worked.

Section 3. Upon dismissal an employee making written request within seven days shall receive in writing from the Publisher or its representative a statement of cause of discharge.

Section 14. The Guild shall have the right to maintain a bulletin board in the premises of the departments of the afore-mentioned newspapers, such bulletin boards to be used by the Guild for the purpose of posting notices and official Guild business.

Section 15. There shall be no reduction in the present rate of pay and/or rate of commission of any employee during the life of this agreement.

Section 17. There shall be no staff reductions solely as the result of the signing of this agreement.

When the Publisher makes dismissals other than discharges for cause, he shall place those discharged upon a list which shall receive preferential re-hiring without priority or seniority. Throughout the life of this contract no person other than executives shall be hired by the Publisher except from his preferred list unless same is exhausted in respect to the general type of work for which an additional employee is desired; provided, the Publisher, if he desires to hire some person with special talents and no such person in the judgment of the Publisher is on the list, the Publisher may do so outside the list with notification to the Guild.

If an employee uses his own automobile on the business of the Publisher (with the Publisher's authorization) he shall be compensated at the rate of seven (7) cents per mile in or out of town. For constant use of his own automobile in town, the employee shall be compensated at the rate of ten (\$10.00) dollars weekly.

SPECIAL CONDITIONS

APPLICABLE TO EDITORIAL DEPARTMENT

Section 20. (a) When an employee of the editorial department is discharged after six (6) months of service, he shall receive a cash dismissal payment equal to one (1) week's pay for each thirty (30) days of employment.

WHAT THEY WON ON COAST

The tabulation below lists some of the principal gains made by the Northern California Guild in the hard-fought bargaining campaign against the San Francisco-Oakland Publishers Association. This itemization does not tell the whole story. The publisher proposals shown were made after bargaining had progressed considerably, and these offers—unacceptable though they were

—already represented improvement over conditions and salaries prevailing in the hitherto unorganized business and advertising departments. Another point in progress not revealed here is the elimination of the ambiguous clauses and clauses destructive to Guild principles which the publishers had sought to force into the contract.

COMMERCIAL SALARY MINIMUMS

OUTSIDE CLASSIFIED ADV. SALES PERSONS	PUBLISHERS' OFFER (weekly)	ACCEPTED IN FINAL CONTRACT (weekly)
Beginners	\$20.00	\$25.00
After 90 days	\$27.50	\$32.50
After 6 weeks		\$35.00
After 90 days		\$38.00
After 60 days		\$42.50
After one year		\$50.00
Telephone classified sales persons	Beginners 17.00	Beginners 18.00
After 90 days	20.00	23.50
		25.00
		28.00
Office boys, mail clerks and messengers		(Eliminate mail clerks)
Mail clerks (shifted from \$75 group), junior clerks, file clerks, duplication machine op's, addressograph op's	90.00	100.00
Intermediate clerks	120.00	130.00
Senior clerks (male)	140.00	165.00
Senior clerks (supervisory)	95.00	140.00
Bookkeepers (junior)	125.00	140.00
Bookkeepers (intermediate)	150.00	175.00
Bookkeepers (senior) and general cashiers		(Eliminate key punch operators, "female")
Typist/clerks (junior, female) and key punch op's	85.00	(Eliminate all but typist/clerks, senior)
Typist/clerks (senior), dictaphone machine operators and tabulating machine operators	100.00	(Eliminate billing machine operators)
Bookkeeping and/or billing machine operators	110.00	
Intermediate stenographers	100.00	
Senior stenographers	110.00	
Stenographers (combining above two into single classification)	120.00	
Advertising collectors	110.00	
Main telephone op's (not included in publisher's offer)	120.00	

*Base salary, plus commission.

*The Guild eliminated the publishers' attempts to write an discriminatory features into the contract. Several overlapping classifications were eliminated and others combined in the final contract.

EDITORIAL DEPARTMENT SALARY MINIMUMS

The monthly salaries of reporters, photographers and artists on morning papers were increased 5.38 per cent, or from \$228.33 a month to \$240.66, for those with five years' experience. Evening paper salaries remain at \$228. Head librarians' salaries were increased to \$195 on morning papers and \$184.17 on evening papers. The differential also was given to copy boys, who now get \$86.66 a month on morning papers and \$75 on evening papers.

SEVERANCE PAY
Publishers' offer: Maximum of two weeks' pay after one year's service for commercial workers; maximum of six weeks' pay after five years' service for editorial workers.

Accepted in final contract: Unqualified severance pay of one week for every thirty weeks of service for all, except in commercial departments where payment will not be made upon dismissal for dishonesty. Maximum payment is 26 weeks salary.

FIVE-DAY FORTY-FOUR HOUR WEEK AND OVERTIME

Publishers' offer: Six-day, 46½-hour week for outside classified sales persons, six-day 46-hour week for telephone sales persons, and six-day 40-hour week for business office employees, all working hours to be exclusive of meal periods. Prior to offer, hours were not fixed.

Accepted in final contract: Commercial as well as editorial department on 5-day, 40-hour week, with exception of outside classified sales persons who get 6-day 48-hour week. Business office employees to get time and one-half in cash for overtime, others single time off or in cash at option of publisher.

JOB SECURITY
Publishers' offer: No guarantee against staff or pay cuts; publishers wanted clause giving them free reign to lay off. Preferential rehiring request refused.

Accepted in final contract: Clause barring staff or pay cuts as result of signing contract; no pay or commission cut during life of contract. Persons dismissed for reasons other than cause to be placed on preferential rehiring list.

STRIKE WORK
Publishers' offer: None; they wanted a rigid "no strike" clause. Accepted in final contract: "No strike" clause was eliminated and oral agreement was made giving the Guild the right to refuse to walk through picket lines or handle struck work. Agreement was confirmed in a letter which established oral statement as a condition to signing of contract.

FORM OF CONTRACT

Publishers' offer: Separate contract for each department.

Accepted: Single contract covering all departments.

ment, or major fraction thereof, up to a maximum of twenty-six (26) week's pay. [This clause is repeated in sections covering business office and advertising department employees with qualification noted in adjoining tabulation.]

Section 22. When the management sells for profit any product of an employee for publication outside of the paper on which the employee works, a mutually agreeable percentage of the net return for any such sale shall be paid to the employee and such payment shall be in addition to his weekly wage.

Section 23. The time spent by editorial employees traveling to and from assignments shall be considered as part of the working day.

LIMITATION
Section 28. It is agreed that not less than two-thirds (2/3) of the employees within the classifications set forth in Sections 25 (a) and 26 (a) shall receive a wage not less than the minimum provided for employees of more than five years' experience. The Publisher shall not be required to make adjustments at this time to conform with this provision, provided that future additions to the staff shall work towards the ratio before described.

Section 30. It is mutually recognized that copy or office boys and typewriters who have been continuously employed for three (3) years or more should be given consideration when an opportunity of advancement arises.

Signing Ends Long Bargaining Battle

similar material; operate typograph or other embossing or stencil cutting machine to produce plates; maintain file of plates and make minor adjustments to machine.

Intermediate Clerks... Under supervision, performing varied and reasonably difficult work such as: Compiling and tabulating display and classified sales statistical data; marking paper, both classified and display; pricing of ad copy and customer invoices; compiling and assembling credit and/or collection data; maintaining collection records, and carry on routine collection follow-up procedure; maintain purchases and stock records; routine checking of prices and extensions of vendors' invoices; set up employees personnel record envelopes, file data, attend to obtaining Social Security number and assist in setting up checks for issuing and payroll bank account reconciliation; other clerical work of the general nature of clerical work.

These two decisions, broadly defining the employer's obligation to give effect to collective bargaining, and two others defining the appropriate bargaining unit in the Guild cases, outline the pattern for a Guild's relationship with its publishers. A Guild can expect to bargain for the present ANG jurisdiction; it can expect to obtain a signed contract.

GUILD CASES WERE IMPORTANT FACTORS

The main case deciding the bargaining unit as regards the Guild is that of the New York Mirror. An earlier case on the Daily News decided an important secondary point, the right of one small group to exclude itself. The decisions gave definite sanction to the Guild's industrialized base, placing stress on the economic interdependence of the employees of a single employer in a single enterprise. Thus where we are properly organized we have a right to expect the employer to negotiate with us for the employees in substantially our present jurisdiction, and to make an effort in good faith to arrive at a signed contract.

BOOKKEEPERS (intermediate grade)

Under supervision performing duties of a general type such as: Maintaining small set of double entry books, capable of maintaining records of each receipt and disbursement; journal and voucher records; posting customer or employee account receivable records; payroll section clerks handling employees earnings records; posting various subsidiary records and ledgers; compiling sales records; checking account balances and posting cost records and the like.

BOOKKEEPERS (senior grade)

These performing duties of a general type such as: Maintaining a set of double entry books, journals and general ledgers, including revenue and expenditure analysis; posting and balancing of general and subsidiary ledgers. Originate journal vouchers; take trial balances; prepare balance sheets; depreciation and fixed asset records; investment accounts, capital stock records; prepare financial reports; analyze financial data; supervise accounting detail; make tax reports of all kinds.

General Cashier

These performing duties of a general type such as: The receiving and accounting for cash taken in by counter clerks and/or sub-cashiers, branch offices, advertising collectors, circulation street men, branch managers; cash received from the public at the central cashier's office window and/or by mail; recording checks in payment of vouchers, etc., upon authorization and maintaining records in connection therewith.

Coupler clerks and/or sub-cashiers

These performing duties of a general type such as: The receiving and accounting for cash taken in by counter clerks and/or sub-cashiers, branch offices, advertising collectors, circulation street men, branch managers; cash received from the public at the central cashier's office window and/or by mail; recording checks in payment of vouchers, etc., upon authorization and maintaining records in connection therewith.

Typist/Clerk (junior grade)

Under supervision to do typing of form letter, "fill-in" letters, collection follow-up letters, etc. Type simple statements from copy and other related work. Rating includes simple billing when done on regular typewriter.

Typist/Clerk (senior grade)

Qualified to do efficiently all schedule, financial statement, expense analysis schedules, and incidental work of advanced clerical nature above the grade required of junior grade clerk.

Bookkeeping Machine Operators

Under supervision to operate an automatic or semi-automatic addressing machine in connection with addressograph ledger sheets, bills and statements, envelopes, cards, form letters and

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NLRB Rulings Clear Air for Negotiations

Clear-Cut Decisions in Support of Signed Contracts and On Appropriate Units for Bargaining Give Powerful Leverage for Bringing the Lagging Publishers Into Line

TWO important Labor Board decisions this month have put on employers the specific responsibility of cooperating with unions in collective bargaining including trying in good faith to negotiate and sign a written contract. Mere listening to the union's demands and acting on those on which the company sees fit is not enough; neither is that old flabby subterfuge that still haunts the Guild, the bulletin board statement. In the Inland Steel ruling, issued on April 5, the Board gave the crowning decision on this point when it ordered the company to bargain with the Steel Workers' Organizing Committee, and if an agreement was reached and the union so requested, to embody it in a written, signed contract.

It went a step farther in the H. J. Heinz Company decision on April 9 by paying its respects to bulletin board policy statements. The posting of such a statement not mentioning the union, in place of signing a negotiated contract, the Board held to be an evidence that the company was not bargaining in good faith.

These two decisions, broadly defining the employer's obligation to give effect to collective bargaining, and two others defining the appropriate bargaining unit in the Guild cases, outline the pattern for a Guild's relationship with its publishers. A Guild can expect to bargain for the present ANG jurisdiction; it can expect to obtain a signed contract.

Those performing the more difficult clerical work including preparing analysis and sundry reports; dictating letters; supervising the work of small groups and making clerical assignments; making adjustments of complaints, maintaining insurance records, handling claims, etc.

Bookkeepers (intermediate grade)... Under supervision performing duties of a general type such as: Maintaining small set of double entry books, capable of maintaining records of each receipt and disbursement; journal and voucher records; posting customer or employee account receivable records; payroll section clerks handling employees earnings records; posting various subsidiary records and ledgers; compiling sales records; checking account balances and posting cost records and the like.

Bookkeepers (senior grade)... These performing duties of a general type such as: Maintaining a set of double entry books, journals and general ledgers, including revenue and expenditure analysis; posting and balancing of general and subsidiary ledgers. Originate journal vouchers; take trial balances; prepare balance sheets; depreciation and fixed asset records; investment accounts, capital stock records; prepare financial reports; analyze financial data; supervise accounting detail; make tax reports of all kinds.

General Cashier... These performing duties of a general type such as: The receiving and accounting for cash taken in by counter clerks and/or sub-cashiers, branch offices, advertising collectors, circulation street men, branch managers; cash received from the public at the central cashier's office window and/or by mail; recording checks in payment of vouchers, etc., upon authorization and maintaining records in connection therewith.

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the company had said was in effect.

The Board systematically knocked down the company's plea that it was enough to be willing to receive and discuss collective demands and adopt such as it wished, and yet maintain as a "policy" the refusal to sign or make agreements with a union.

"In asking protection against unforeseen changes in the respondent's personnel and other uncertainties of the future," the Board said, "the employees are only acting as would any reasonable and prudent business man."

"The respondent's... attitude grows out of an antipathy toward organization of workers and a refusal to concede that the policy of the United States shall be the policy of the respondent. It is designed to thwart and slowly stifle the achievement of unionism."

"We therefore conclude that the act imposes upon employers the duty to meet with the duly designated representatives of their employees, to bargain in good faith with them in a genuine attempt to achieve an understanding of the proposals and counter-proposals advanced, and, finally, if an understanding is reached, to embody that understanding in a binding agreement for a definite term."

The counter-proposal figures prominently in the decision. The Board notes with disapproval that the company did not feel "required to work toward a solution satisfactory to both sides of the various problems under discussion by the presentation of counter-proposals or other affirmative conduct."

In the Inland case the Board went on to require signature if an agreement is reached:

"Unions justifiably feel that full recognition of their status as collective bargaining agencies on an equal footing with employers cannot be attained if they are denied normal contractual relationships. Employees realize that ordinary business dealings of any magnitude and complexity are conducted through written agreements. They rightly fear that an oral agreement leaves the way for prolonged haggling over what actually was agreed to."

In the Heinz case the Board rounded out the conception further. It put its finger squarely on the employer's obvious intention when he posts a memorandum of office conditions when the union is seeking a contract.

REFUSAL TO SIGN PACT IS DENIAL OF RECOGNITION

"Assuming that an 'agreement' with someone had been reached, the failure of the respondent to make or to acknowledge that it had made an 'agreement' with the union, although the union was the party with whom it was obligated under the (Wagner) Act to bargain collectively, was a failure to recognize and deal with the union as the collective bargaining agent of its employees... The refusal... was, as in the Inland case, based on the respondent's desire not to recognize the

its greatest effect will be in clarifying public opinion on questions of contracts and bargaining units. The unions have much to do to consolidate the positions won, both in bringing general acceptance of the contract idea, and even more in holding the Board to the industrial unit foundation in the fact of treacherous threats against it if it does not yield to the craft line. These declarations provide powerful leverage in mobilizing public opinion in each community against recalcitrant employers, and also in persuading eligible non-members and if used in these ways promise swift advances in building and consolidating the Guild.

HITS AT THE BOSS WHO IS ALWAYS 'GLAD TO TALK'

The Board met the contract question head-on in the Inland Steel case. The refusal of this company to enter into a signed contract with the Steel Workers' Organizing Committee precipitated the strikes in its plants last May.

The basis for the ruling had been laid in a series of earlier decisions, and especially in a lengthy review of the employer's responsibility in bargaining in the St. Joseph (Mo.) Steel Yards case. Here the "Amalgamated Meat Cutters and Butcher Workmen, an AF of L union, was refused even a memorandum of agreement on policies discussed in conferences and which

side was concerned, I was a front," he finally admitted.

All the money collected was turned over immediately to C. R. Franklin, assistant treasurer, who, Gerard said, he never saw or spoke to, even over the telephone.

Franklin, it was brought out, is an employee of Frank Gannett, newspaper publisher, who is chairman of the committee.

Gerard, though treasurer of the organization, had no books, signed no checks, had no knowledge of the expenditures of the organization and no knowledge of the receipts even though his name was signed to receipts.

At one point the financial statement of the organization was introduced showing an expenditure of \$2,000 for postage. Senator Minton (D., Ind.), chairman of the Senate committee, said that some of the literature sent out must have been under a congressional frank, inasmuch as over 14,000,000 pieces of literature were sent out.

Gerard disputed the statement and said that he was merely a figurehead for the committee and that his name was used as treasurer because the committee felt it would lend an air of responsibility to its activities. "As far as the financial

union and bargain with it in good faith."

The ruling in this case clearly forebodes another step on the part of the Board against companies that in the course of negotiations introduce improvements demanded by unions without crediting the union. This, too, is evidence of an attempt to defeat the union instead of coming to amicable terms with it.

The declaration in support of written contracts still faces a possible hazard in the Supreme Court. In upholding the Wagner Act in the Jones & Laughlin case the court was careful to make clear that the Act does not compel agreements between employers and employees. That line may encourage some employer to carry his case up on the hope of having the NLRB's new ruling thrown out. However, the court also said that

'Dispute' Mill Is Slowed Up

(Continued from Page One)

Through witnesses examined by Attorney A. J. Isenman for the Guild, the groundwork was laid for the Guild's claims to represent, besides the composing room boys, the circulation inspectors, scale boys, commercial artists, blotter clerks, stencil-room clerks, return room clerks and other fringe groups, who are not now being bargained for by any union.

The management was also clearly lacking to show on its own part that there should be separate unions in editorial, business office, circulation and advertising departments.

However, both employees who testified for the Guild and company officials who took the stand as Board witnesses showed conclusively that the functions of all departments were solidly linked.

A humorous development was the appearance of Tom King of the classified advertising department as a witness on behalf of the Agents' Club, a social organization in that department. King said his group had no constitution and was not a labor organization. He made no formal claim to represent employees in his department.

All "irrelevant!"

Attorney E. D. Salinger for the company devoted much of the eight long sessions that had been held up to Friday to countless objections that most witnesses' testimony was "irrelevant." He even said some testimony by officials of the company was "irrelevant."

T. E. Crowley, business manager; Walter Merrill, advertising director; and William A. Curley, editorial chief, all admitted under Isenman's cross-examination that their departments had links with the others.

Art Miller, photographer, called by the Guild, told how pictures he took in his editorial work were used by the advertising department. Hugh Smith, assistant circulation manager, called by the Board, testified that the circulation department ran such promotion stunts as selling World's Expositions and Singing Lariats with liberal use of editorial and advertising space.

Despite company officials' testimony to the contrary, George McKee, commercial artist, related how advertising artists and editorial artists work interchangeably on occasion and in the same room. W. A. Ucker, rewrite man, called by the Guild, told how he had been assigned to do vacation work in the advertising department.

Union Foes Face Court-Martial

ST. PAUL, Minn.—Governor Elmer A. Benson has directed Adjutant General E. A. Walsh to try by court-martial a group of officers of the Minnesota National Guard, "with a view to their immediate expulsion" on charges involving misuse of the National Guard in anti-labor activities. One of the defendants is Major J. R. Clark, president of the J. R. Clark Company, woodware manufacturers in Minneapolis.

A preliminary inquiry conducted by a National Guard board on April 14 found that Clark "had knowledge of or should have reasonably known that property of the Minnesota National Guard was used for private purposes in Clark's plant when the labor dispute developed. Others accused are Captain George W. Sylvester and Sergeant Honie. They were charged with using the property to recruit and assemble troops and guards who were to be used in the plant.

Clark, executive board member of the Detroit Guild, was elected to the executive board of the newly-formed body, which will be known as the Greater Detroit and Wayne County Industrial Union Council. Weeks was top man in the voting for the 15 board members chosen at the meeting.

Adolph Germer, State CIO director, outlined the general purposes of the council and warned the delegates that Michigan has been singled out as the State where re-

Senate Committee Report Hits Industrial Association as Menace to Democracy

(Continued from Page One)

Party," contrary to the loaded policy of the NAM, gave no indication of where it came from, contained no address or printers' label, nor was any mention of the NAM made.

"Should 'nationally known' and well financed organizations take to propagating such methods, civil rights will hardly prosper," the report said. "Out of such conditions there can arise in many communities an invisible super-government, arrogating to itself judgment (in the shape of manufactured public opinion), and execution of its will (in the name of law and order)."

"Add to this complaint or corrupted local officials and privately paid deputies and it is clear civil and other rights are placed in jeopardy."

Labor Press Has 8 Million Readers

NEW YORK (FP)—There are 870 labor papers in the U. S. with a combined circulation of 8,778,000, according to a copyrighted tabulation prepared by Eric Seligo after a nationwide survey.

The total includes organs owned by trade unions, those with union endorsements and independent periodicals with a pro-labor slant. Included are 276 weeklies, 129 monthlies and small numbers published at other frequencies. Listed by type, the labor press consists of 264 general labor papers, 16 Farmer-Labor, 6 farmer, 20 political, 140 organs of locals and international, 3 workers' education, 7 youth and child labor, 15 cooperative, 12 fraternal, 23 progressive, 1 sports, 2 press service. Of the foregoing, 49 are published in foreign languages. Ninety-two were founded before 1900, 154 in 1938 and after.

Salem Firm On Pact Demand

SALEM, Mass.—The Salem News unit, which now has a majority of business office employees and three press room helpers, has voted to notify the management by letter that the unit was standing firm on its demands for a Guild shop, 5-day week, job security and pay raises.

Fred Meyer, New England organizer, attended the meeting. The unit also made clear its opposition to stalling, demanding that any contract signed subsequent to the expiration of the present pact be retroactive to the expiration date.

LARKE HEADS BUFFALO BUFFALO, N. Y.—Alfred G. Larke has been elected president of the Buffalo Guild. Other officers are Carl Wall, secretary; J. Howard Garfield, treasurer; and Arthur P. Reed, Jr., chairman of the board.

ARE YOUR DUES PAID?

Guildsman Gets Top Vote On CIO Council Board

DETROIT—With resistance to reactionary forces will try to wage a decisive battle this year. The attack, he said, will center on the progressive labor unions and Michigan's progressive governor, Frank Murphy.

Among the principal resolutions adopted was a protest against wage cuts as contrary to the best interests of the whole community. The meeting went on record as favoring the filing of union charges against any organizer or union official who signed a contract permitting reductions from the wage scale in previous contracts.

The meeting was attended by 904 delegates from 79 local units. On April 23 and 24 a convention was to be held at Lansing to set up a State CIO council.

ardly. The committee believes it important that all the facts concerning these new techniques should be fully investigated to the end that the Senate and the people shall know who control, who pay, and to whose profit they are being utilized."

The committee was also unaparing, in its report, in condemning William Frew Long of the Cleveland Associated Industries and Ralph Smith, head of the Corporation Service Bureau, a detective agency, for destroying records to prevent them from getting into the hands of the committee.

The report was given the Senate in connection with a request for an additional \$60,000 with which to conclude the investigation. Citing the new forces which have taken the field against labor since the

GET CONVENTION REVOLVER HERE!

"Successful conventions are made, not born," warns William Scully, 44, of Montreal, in a letter to Secretary-Treasurer Pasche at the ANG's convention at Toronto in June is almost "on top" of him. Scully, 44, wants to set convention before to Pasche, according to his neatly mimeographed solicitation on a letterhead which lists other products sold by Scully.

And here are a few of the products: Billies, boots, revolvers, stoles, sweaters, helmets, tear gas, bullet-proof vests, holsters, police clubs, twisters and trench coats. Also shirts and whistles.

CERTIFICATION DEMANDED

Opening negotiations last week between the New York Guild and the New York Post resulted in a demand for labor board certification on the part of the management.

BARBAIN WITH WEEKLY WASHINGTON—The Washington Guild negotiating committee is preparing for its initial conference with the publisher of The Washington News, Springfield, on a proposed contract for non-mechanical employees.

This will be the first excursion of the Washington Guild into the field of small weekly newspapers in this area. Two employees will be affected. The company does printing for the CIO.

ARTHUR U. SPARR, president of the Twin Cities (Minneapolis-St. Paul) Guild, has passed the crisis in a serious illness from pneumonia. Spar was taken ill while in the midst of making plans for an intensive organization drive among commercial employees.

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Debater Sees New Monopoly

WASHINGTON—Charges of spying on workers, company unionism, and misappropriation of \$500,000 in company union dues were made by the National Labor Board in its complaint filed against the Western Union Company. The complaint was filed on the initiative of the American Communications Association, CIO international union in the telegraph and radio industry.

The company union, known as the Association of Western Union Employees, is the oldest in the nation, having been established 20 years ago.

The company is accused of collecting \$500,000 from employees by coercion and "forced levies," without ever having made any accounting of the way it was spent.

'Art for Subways' Shown at Exhibit

Sponsored by the Transport Workers' Union, an exhibition, "Art for Subways," is being shown in the Museum of Modern Art here by the Public Use of Art Committee of the United American Artists and the New York Federal Art Project.

The exhibit is designed to show the feasibility of installing murals and sculpture in the city-owned subway system. It is also presented as an example of the interest of the trade union in art and is the result of considerable research into methods of overcoming technical and esthetic problems. Three methods have been developed which are capable of producing murals in various materials, including concrete, stone, and brick.

Text of Contract In San Francisco

(Continued from Page Four)

Fisher, Remington, Underwood, Burroughs, Moon-Hopkins, etc., and/or related work incidental to the operation of them.

Stenographers—Work embraces taking of dictation and transcribing, along with more or less routine clerical duties. Confidential Secretaries—Those actually employed and acting as the confidential secretaries of management.

Section 36. Employees engaged in more than one classification of work shall insofar as wages are concerned be given that classification which occupies in excess of fifty (50) per cent of their time. If employees are involved in a variety of work classifications, their wages shall be that paid for the highest classification.

Local Presses Stalling Publishers

SIoux CITY, Iowa.—The Guild is preparing for bargaining with the Journal and the Tribune, despite the mysterious absence of the two publishers and the vague replies of the papers to the Guild's demand that they cease their stalling tactics. Plans for Labor Board action have been dropped.

The Tribune publisher is said to be ill and the Journal publisher is said to be out of the city, although there is a persistent rumor that the latter has returned from his Southern vacation.

Three other unions in the two plants, the printers, mappers and binders, are attempting to bargain with the papers on a negotiations schedule worked out with the Guild.

L.N.P. IN MARYLAND

BALTIMORE—More than 200 delegates representing CIO and AF of L unions, farm co-operative, fraternal and professional bodies, last week organized the Maryland State Branch of Labor's Non-Partisan League. Thomas F. Drew, of Baltimore, international representative of the Printing Pressmen's Union, was elected chairman.

CARL THORRANN, treasurer of the Indianapolis Guild and editor of "Daredevil," which was introduced by Herbie Kay and Dorothy Lamour.

PAY YOUR DUES AND ASSESSMENTS!

Accuse W.U. Of \$500,000 Dues Grab

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Called 'Merchants'

At the November meeting of the news vendors unit, President Robert M. Buck announced he had communicated with the publishers with a view to beginning negotiations, and had been advised by the publishers that they were not employees, but "little merchants," and hence did not come under the provisions of the Wagner Labor Relations Act. He apparently accepted this attitude of the publishers without question and advised us to seek a separate CIO charter. "It is difficult to understand how a separate charter could help us if we were not subject to provisions of the Wagner Act, but we were initiated in the intricacies of Union procedure and on Mr. Buck's recommendation, the unit voted to inquire as to the possibility of securing a separate CIO charter. We did not vote to withdraw from the WNG.

On several occasions at later meetings, Mr. Buck told us the CIO would give us a charter, but we have never been granted one. At a meeting in March, Mr. Buck brought a charter application, and this committee was appointed to inquire if the CIO would grant us one. This committee called on Mr. Smethurst at the CIO office and was told that the CIO would grant us a charter if the Guild expelled or forced us out, but thought we would be better off in the Guild and advised us to stay in.

ITU REJECTS ASSESSMENT

INDIANAPOLIS (FP)—Members of the International Typographical Union, by a vote of nearly 8 to 1 (36,780 to 12,115), rejected payment of the 1-cent monthly assessment levied by the American Federation of Labor, ITU Secretary-Treasurer Woodruff Randolph has announced.

By a vote of 44,438 to 4,493, the members approved a proposition that a referendum vote be required before any assessment levied by the AF of L executive could be paid.

The vote was announced after completion of a 5-point referendum of which concerned the union's relationship with the AF of L. The vote indicated that the union's May election would be a close race. The presidential incumbent, Charles P. Howard, opposed payment of the assessment, while his opponent, Charles M. Baker, who received a 3-1 edge over Howard in nomination returns, supported payment.

Continuation of the policy "that the individuality of the ITU shall be maintained and that the ITU shall not take a charter or be subordinated to any organization" was approved, 45,284 to 3,228.

Authorization of the executive council "to take such action as may be necessary to retain the right of the ITU in the AF of L" carried, 44,841 to 3,478. By a vote of 25,919 to 21,804, members opposed relinquishing jurisdiction over matters and mailing.

2 SLUGGERS JAILED

DETROIT—Two men have been arrested here and identified by nine persons as the pair who, with drawn guns, invaded a birthday party at the home of Walter Reuther, United Auto Workers leader, and beat Reuther with a blackjack. One of the men held, Willard (Bud) Holt, told police he was an investigator for the Ford Motor Company, but later declared he had been laid off two months ago and was unemployed. Holt had been arrested here twice before once in a robbery investigation and once in a murder case.

The other man was Edward Percell, also known as Eddy Paul. Police records show he had previously been questioned in connection with a robbery case, a complaint of carrying concealed weapons and the murder of Harry Millman, a Detroit gangster.

GORDON VANDERBURG, Chicago INS Guildman, wrote the words to "I'm in the Doghouse Now" and the words and music of "Daredevil," which was introduced by Herbie Kay and Dorothy Lamour.

PAY YOUR DUES AND ASSESSMENTS!

LETTERS TO THE GUILD REPORTER

WASHINGTON, D. C.

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In response to grievances against the newspaper publishers, who had recently cut wages and commissions, the news vendors applied for membership in the WNG last July and were accepted. During the next few months more than 100 were admitted and all but a small proportion paid initiation fees and dues.

At the November meeting of the news vendors unit, President Robert M. Buck announced he had communicated with the publishers with a view to beginning negotiations, and had been advised by the publishers that they were not employees, but "little merchants," and hence did not come under the provisions of the Wagner Labor Relations Act. He apparently accepted this attitude of the publishers without question and advised us to seek a separate CIO charter. "It is difficult to understand how a separate charter could help us if we were not subject to provisions of the Wagner Act, but we were initiated in the intricacies of Union procedure and on Mr. Buck's recommendation, the unit voted to inquire as to the possibility of securing a separate CIO charter. We did not vote to withdraw from the WNG.

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Mr. Buck continuously told us we were not in the Guild since last fall, and in January had announced our meeting printed with the Washington News Vendors Union, formerly of the Washington Newspaper Guild, although we never voted to withdraw. Later he had printed new cards for the "Washington News Vendors Union," as though we were no longer members of the Guild.

He Told us That We Were Not in the Guild, That We Could Not Take the Dues, That We Could Not Take the Assessments, Which He Said Would Run to \$1 a Month, and He Even Refused to Accept Payment of Some of Our Unit Members When They Offered It to Him. But He Never Asked us to Vote and We Never Took a Vote on Whether or Not We Could or Would Pay Them, Although We Later Learned That Assessments Had Been Paid for Last 12 Months Have Only Been \$2.

Asked Rebuttal

This committee went to the Guild meeting, March 30, to ask reinstatement on as lenient terms as possible. We were permitted to state our case at the meeting, but were requested to leave immediately afterward and before discussion of the question began. We waited out in the hall to hear what action was taken and through the open door heard Mr. Buck, whose voice as everybody knows is loud and carries unusually well, contradict our absent spokesman and say that our unit had voted to withdraw. He then ruled out of order a motion to reinstate our members on payment of a minimum of \$2 a half of which would be refunded as we paid it.

It was during this discussion that Mr. Buck declared that we had voted to withdraw, at a meeting Dec. 5, 1937, and he knew we had done so because, he said: "I wrote the minutes to that meeting myself."

Mr. Buck did attend that meeting, but it is not true we voted to withdraw, and we have a secretary to write the minutes, who is an earnest, conscientious news vendor and Guild member.

Charge Injustice

While this discussion was still going on, we heard Mr. Buck recognize some member, who moved to adjourn the meeting. A vote was taken and it sounded to the members of our unit, we are placing our case before the members of the WNG and the American Newspaper Guild. Organization is our only salvation. We are ready and willing to take our place in the Guild and are proud to be associated with it and believe we can make some contribution to it. We have grievances to take up with our employers, and are deeply interested in our organization because of this uncertainty. The ANG has ruled that the problem is one for the WNG to settle. We ask for our answer not from Mr. Buck, but from the WNG, which took us in the first place, and we feel sure we will give us a square deal now.

NEWS VENDORS UNIT COMMITTEE

John J. Leonard, chairman Irving Horowitz, secretary Alva H. Haskender.

REVIEWING A REVIEW

Editor, The Guild Reporter: Ever since I joined the News Vendor Guild, I have promptly and gladly paid assessments and dues. But for the past two years, there has been in me a conviction that the penalty exacted in return for such prompt payment, namely, receipt of THE GUILD REPORTER, is more than I am willing to pay.

Please, sweetheart, take my name off the list of subscribers to the Reporter. Give someone else this premium. I intend to go right on paying my dues promptly and gladly, but if the GUILD REPORTER continues to be sent me, I'll not be responsible for what happens. Already, the mere thought of the Reporter makes everything turn black.

I am prompted to write this letter in appreciation of the fair, unbiased and charming appraisal of Miss Irene Kuhn's book, "Assigned to Adventure," in the current issue of the Reporter. You've got something there, something that the Times and Herald-Tribune book editors—such old fogies!—might well study with an eye to improving their own output. I think it is a simply wonderful idea to turn the review of a book over to a critic who obviously nurtures a bitter personal dislike of the author.

New System?

Under this new system, you get away from those stuffy, long-winded book reviews that merely weigh the literary excellence and the ethical concepts of a volume. Reviewing of this old-fashioned type is bound to be dull. But your never, snappier method of judging a tome by simply making the review a personal attack on the author is lots better reading. Nothing like personalities, say I, especially when carried out with an ax and a grudge.

Now I realize that in sending you this critical congratulation on the Kuhn book review I am laying myself open to the usual tolerant, kindly reprisals with which the GUILD REPORTER meets all dissent.

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WASHINGTON, D. C.

The News Vendors Unit of the Washington Guild protests against the attempt of the president of the WNG to deny this unit the privilege of membership which the members thereof were granted and of which they have not been legally denied.

In response to grievances against the newspaper publishers, who had recently cut wages and commissions, the news vendors applied for membership in the WNG last July and were accepted. During the next few months more than 100 were admitted and all but a small proportion paid initiation fees and dues.

At the November meeting of the news vendors unit, President Robert M. Buck announced he had communicated with the publishers with a view to beginning negotiations, and had been advised by the publishers that they were not employees, but "little merchants," and hence did not come under the provisions of the Wagner Labor Relations Act. He apparently accepted this attitude of the publishers without question and advised us to seek a separate CIO charter. "It is difficult to understand how a separate charter could help us if we were not subject to provisions of the Wagner Act, but we were initiated in the intricacies of Union procedure and on Mr. Buck's recommendation, the unit voted to inquire as to the possibility of securing a separate CIO charter. We did not vote to withdraw from the WNG.

On several occasions at later meetings, Mr. Buck told us the CIO would give us a charter, but we have never been granted one. At a meeting in March, Mr. Buck brought a charter application, and this committee was appointed to inquire if the CIO would grant us one. This committee called on Mr. Smethurst at the CIO office and was told that the CIO would grant us a charter if the Guild expelled or forced us out, but thought we would be better off in the Guild and advised us to stay in.

Mr. Buck continuously told us we were not in the Guild since last fall, and in January had announced our meeting printed with the Washington News Vendors Union, formerly of the Washington Newspaper Guild, although we never voted to withdraw. Later he had printed new cards for the "Washington News Vendors Union," as though we were no longer members of the Guild.

He told us that we were not wanted in the Guild, that we could not take the dues, that we could not take the assessments, which he said would run to \$1 a month, and he even refused to accept payment of some of our unit members when they offered it to him. But he never asked us to vote and we never took a vote on whether or not we could or would pay them, although we later learned that assessments had been paid for last 12 months have only been \$2.

Asked Rebuttal

This committee went to the Guild meeting, March 30, to ask reinstatement on as lenient terms as possible. We were permitted to state our case at the meeting, but were requested to leave immediately afterward and before discussion of the question began. We waited out in the hall to hear what action was taken and through the open door heard Mr. Buck, whose voice as everybody knows is loud and carries unusually well, contradict our absent spokesman and say that our unit had voted to withdraw. He then ruled out of order a motion to reinstate our members on payment of a minimum of \$2 a half of which would be refunded as we paid it.

It was during this discussion that Mr. Buck declared that we had voted to withdraw, at a meeting Dec. 5, 1937, and he knew we had done so because, he said: "I wrote the minutes to that meeting myself."

Mr. Buck

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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Cast Your Telegram

THE mouthpieces of New Deal opposition have long since lost any claim to sincerity of purpose. The latest evidence of that fact is their brazen admissions that the attack upon and defeat of the reorganization bill was in complete disregard of the measure's merits. In fact, they said that the bill was a good one,—presidents for decades have begged patronage-greedy Congresses for its enactment. The attack was motivated by an overwhelming desire to get Roosevelt.

It is well to bear this in mind in considering the New Deal recovery plan. Action on this measure will not come up in Congress before May, but the drums already are beating.

Two schools of thought lead in the new opposition. One concentrates on a smear-Roosevelt campaign, and on a ponderous stand for "restoration of confidence." It calls for hands off while America's frontier spirit and derringdo rescue the hungry unemployed and bankrupt small business folk. The other is that school of eccentric economics which, by devious dialectics, undertakes to prove the socialistic or communistic import of Roosevelt's proposal.

Neither group offers an alternative proposal to the President's plan. Their slogan is "hands off business," and beneath it there is a callous disregard for the fact that 14 per cent of the population is on relief, that more than 13,000,000 are jobless, and that these and many more are half hungry all of their days. Obviously, the opposition has never hungered.

Obviously, too, it is insincere. The private enterprise they declare ready to take up the slack in unemployment is the same enterprise which laid off 4,000,000 workers since last September, while dividends showed little shrinkage.

Again the vast majority of the nation's newspapers are in the vanguard, and again the night letters will be poured into Washington. As early as April 17 a New York Times headline said, "Spending Fought in Most Messages Flooding the Capitol."

In the joy of victory over the reorganization bill the publishers apparently forget the lesson of 1936. The trade papers lead with stories of their influence, and one says that reorganization's defeat "is a definite indication that the press is as powerful a force as ever for creating and leading" (sic) public opinion.

The leadership of all labor and progressive forces is united in defense of the Administration plan. Small business is speaking out for it. But that will not be enough. If this issue is to be decided by night letter, let it so be. It becomes the duty of every employee, every merchant whose livelihood depends upon the spending power of employees, to join in this new form of balloting.

Vote for the President's program. Send a postcard, letter or telegram ballot to your representatives in Congress and to the President. If your representatives are for the plan, send them word of your support.

Who's to Blame?

THAT UP story on the Postal pay raises, which failed to mention that they resulted from union strikes and bargaining, and which we reprinted, turned out to be a Guild member's story. In the almost martyr-like fashion characteristic of so many of us who are dependent on others for jobs, he has rushed forward with a letter, printed on another page, to exculpate the management. He is to blame; he did not know the labor angle. The GUILD REPORTER, too, belongs on the sinners' bench for not finding out how it happened. He lets

THEY HESITATE TO SWING AXE WHEN THE PUBLIC IS WISE

Employers Planning Staff Reductions Must Reckon With Growing Popular Sentiment for Job Security

(The following discussion of job security measures is amplified in considerable detail for the benefit of local Guild officers and negotiating committees, who should find the specific data useful in collective bargaining, in a series of mimeographed memorandums prepared by the Employer Relations Committee of the International Executive Board.—Editor.)

By MORGAN HULL
ANG International Representative

UNEASY lies the head of the employer who proposes a staff reduction—more uneasy right now, in fact, than at any previous time in the history of the American labor movement.

From all sides evidence accumulates that employers are becoming impressed with a growing public intolerance of mergers, technological advances and "industrial engineering" which put working men and women on the street looking for work.

Inversely, this means that there has never before been a time when unions had available as much public support for measures designed to protect job security. That is, for unions which are willing to make a planned and determined campaign on the issue and which are willing to take their program to the public as well as to the employers with facts and figures and win public support.

We have all seen evidence of it in the newspaper industry. Each of four recently won strikes has gained guarantees of one kind or another against economy dismissals and a determined strike threat won important limitations on economy from two of the biggest Hearst papers. We have also seen dismissal compensation paid along Guild contract lines and voluntary establishment of preferential rehiring lists for dismissed employees of unorganized departments. These victories are due not only to the threat of Guild organization in these departments but also to the fact that newspapers are vulnerable to public opinion (which they presumably mold) which is daily becoming more labor-conscious and, hence, less tolerant of ruthless dismissal policies.

RECOGNIZED BY EMPLOYERS

INTERESTING evidence is also provided in a publication entitled "Dismissal Compensation" issued by the National Industrial Conference Board. The NICB, in its own words, is "an institution for scientific research, professional education, practical service, and public information in the field of industrial economics and industrial management." For authority a few facts on the NICB are worth noting:

Among its officers and board members are Irene du Pont, Lammet du Pont, David M. Goodrich, David Sarnoff, Tom Girdler, Walter J. Kohler, Lessing J. Rosenwald, I. Zellerbach and many others.

In the study of dismissal compensation, the NICB surveyed graduated dismissal indemnity systems of 172 companies, of which "nineteen were operative during the depression, but were discontinued when conditions improved." Presumably most of these plans were or are operative in unorganized plants.

It is significant that most of these plans were born in the depths of the depression and that a few of them were discontinued "when conditions improved," for, as the NICB says, "One management may feel itself morally obligated to help discharged employees over the difficult period of readjustment, while another management may recognize no such obligation but at the same time be convinced that the discharge of an employee with a service record of several years without some provision for the adjustment period is likely to create resentment in the working force and cause derogatory comment in the community, particularly if the company is large and prominent."

TOWN'S ATTITUDE IS FEARED

IT is also pointed out that "... the attitude of the town toward a plant management may assume considerable importance. Not only is the town the main source of labor, but the local government officials may have it in their power, if so inclined, (that is, if labor is politically conscious and active.—Ed. G.R.) to cause plant management trouble and expense. (1) Several companies emphasized the fact that a reputation for treating employees more than fairly is the best builder of good will in the community."

"Resentment in the working force"—local officials—community good will! The NICB is exactly right, these are the materials with which to build job security.

That the companies surveyed felt terrific pressure from all these sources is indicated by the fact that the highest per capita severance payments were made in 1931 and 1932, the depths of the depression, a time when big business felt itself at the mercy of an aroused public.

Let any reader suspect that these benefits are anathema fall—by inference—on all who cast aspersions on the holy UP.

We are not even surprised at Brother Myler's revelation. We have never visualized the management as cooking up skulduggery over each little story. That is not the way the system works. By the same token, we doubt that Brother Myler is half the sinner he thinks he is. How did he come to miss the labor angle? How did the desk man and the wire filer miss it? And what happened when the story reached the telegraph editors and copy desks on the thousand and more client papers. All of those seasoned and perfectly good newspaper men apparently let the piece stand without a query.

picayunish, it is stated by the NICB that of 27 companies which have had such systems in operation since 1930, the average cash payment was \$545 in 1931, \$453 in 1932 and \$425 in 1933.

The New York Telephone Company, a utility which is always under fire from consumers groups as well as currently under the threat of organization by CIO unions, is going some of its fellow corporations quite a bit better in an effort to reduce staff and retain public good will, according to the New York Times.

In an attempt to reduce its staff of operators and some of its accounting staff without actually firing anyone, the company has announced that until such time as the staff is reduced by the necessary number, everyone in the two departments who resigns will be paid one week's pay for every year of service or fraction thereof, plus vacation pay if any is due. Here we have severance indemnity payable on resignation. This is sort of "pulling" rather than pushing the people out of the job. The company had the same policy in effect in 1933 for the same purpose and the fact that it is being reintroduced at this time after a lapse, indicates first that the company found it worthwhile in 1933 and, secondly, that it recognizes that public sentiment is as sensitive or even more so to such matters today.

RECORD SET BY RAIL WORKERS

FOR real economy reduction, the railroad brotherhoods probably hit a hitherto all-time high with the railroad agreement which followed the Emergency Railroad Transportation Act of 1933. This act, which was to consolidate railroad service, eliminate duplication of trackage and other facilities, prohibited reduction in personnel as a result of the economies effected.

Employees were nevertheless affected in one manner or another and the brotherhood agreement with the roads provided, first, any employee reduced to a position paying less than previously received must be paid the difference by the company for a period not exceeding five years, and, secondly, that any employee dismissed as a result of the consolidation was to receive severance pay.

Payment was made, not in a lump sum, but over a period of time determined by length of service at the rate of 60 per cent per month of average monthly earnings, according to the following schedule:

Length of Service	Period of Payment
1 but less than 2 years	6 months
2 but less than 3 years	12 months
3 but less than 5 years	18 months
5 but less than 10 years	36 months
10 but less than 15 years	48 months
15 years and over	60 months
Less than one year's service	Single cash payment equivalent to 60 day's pay

Eligible employees were allowed to resign, if they preferred, and receive graduated compensation in a lump sum which reached a maximum of one year's pay after five years' service. The agreement also provided for compensation of loss of value in sale of homes, expenses of employees and their families forced to change residence, and other miscellaneous losses.

INFLUENCED BY PUBLIC OPINION

THE fact that these benefits were carefully restricted to loss of employment due to the consolidation is indicative of the fact that they were due to the powerful political influence of public opinion which made it necessary for Congress to forbid economy dismissals under the act. Such examples are indicative again of what may be accomplished by political action and by mobilizing public opinion behind measures for the protection of job security.

Other examples could be cited. Prospective elimination of ferry boat service on San Francisco Bay because of the new Oakland-San Francisco bridge caused the labor movement to bring powerful pressure to bear on both the employers and the state legislature with the result that ferryboatmen will receive big cash settlements when retired from service.

These examples are ample indication of the fact that the public, if adequately and consistently informed, will support the labor movement in its efforts to block economy dismissals and certainly support demands for much better compensation provisions than are now common for those whose dismissals cannot be prevented.

True, some of the examples cited are spectacular and unusual. Yet it is no doubt true that a railroad switchman can be just as hungry when fired unspectacularly.

As newspapermen we can dramatize job security, we can make the labor movement and the public conscious of our needs by both trade union and political action. That is the way we win strikes. That is the way we can win much greater measures of job security than we now have.

If it was important to the UP management to include the labor angle on favorable stories, does Brother Myler imagine that both he and all the others would have missed it or let it slide? Certainly when Guild stories appear they are scrutinized down to the last word, as to slant, length and content.

At this point we can almost see someone tossing the bomb that Brother Myler apparently held in reserve: "Why, man the UP can't be biased on labor! It even serves such clients as the Communist Daily Worker!"

Which only proves all the more that all the clients have grown used to accepting exactly the kind of reporting they are receiving.