THE GUILD REPORTER

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AFL Rival Bobs Up At Times Parley

(From Local Correspondent)

When representatives of the New York Guild called on Publisher Arthur Hays Sulzberger of the New York Times on July 25 to begin negotiations for a contract, after a four weeks' delay at his request, he informed them that two "highly respected" members of his editorial staff had formed an AFL union in the news department and he could not negotiate with the Guild until the Labor Board had settled the question of representation.

Sulzberger said he had just received a letter from the two staff members stating the claim of their organization to jurisdiction over the news department.

A unit meeting on July 29 pointed, in a resolution, to the suddenness of the rival union's appearance and the fact that it sprang up just as bargaining talks were to begin, and instructed the Guild representatives to go back and demand that the Times management resume negotiations. The Guild representatives were instructed to report back to the unit the result of this action.

420 New Members

The appearance of the AFL group came when, after years of trying to bring the Times to negotiate a contract, the local had just organized 420 additional members, giving it a substantial majority in departments in the Guild's jurisdiction.

A news story in the Times said that William L. Laurence, as president, had announced the formation of the American Newspaper Writers Association, Federal Local 22,397 of the AFL. The story said "the new organization will be included in a national council soon to be formed by the AFL preliminary to the establishment of a full-fledged international union of news writers."

First sign of the effect of the organization of the AFL group on Times employes came in a letter from Prince M. Carlisle, former head of the personnel bureau of the American Press Society, applying for membership in the Guild.

"My action," Carlisle wrote, "following many years of resistance to joining the Guild because I disagree with the views of some of its officers, is taken solely as a protest against the sudden emergence of a new 'union' in the time-honored AFL tradition, at a time when the Times unit is seeking to negotiate with the management."

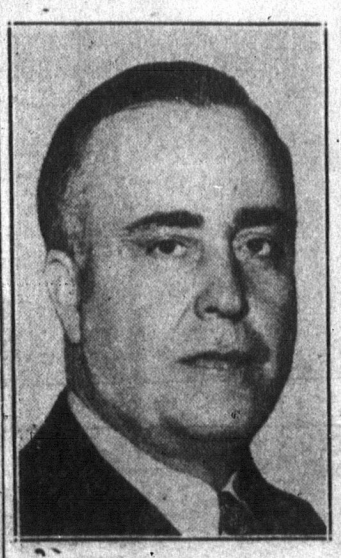
Laurence, who is science reporter on the Times, was one of six persons who resigned from the Guild following the Memphis Convention. It is understood that Joseph Shaplen, a former Guildsman and labor reporter on the Times, is secretary of the new union.

The Guild News Letter, published by the Times unit, described Laurence's departure from the Guild in its issue of July 26:

"On or about June 6, William L. Laurence told a fellow reporter he would resign from the Guild after the Convention in Memphis.

"On June 19, Arthur Hays Sulzberger wrote the Guild asking that negotiations be postponed until after the Guild Convention, adding:

(Continued on Page Four)



ELISHA HANSON

VICTOR PASCHE

The publishers' arguments for revision of the definitions under the Wage-Hour Law were presented in Washington hearings by Hanson and answered for the Guild by Pasche. (Details of the hearings are on Page 3.)

Monroe Judge Bans Picketing of Merchants

Guild Will Appeal Ruling Obtained by Retailers; Court Says Louisiana Anti-Injunction Law Does Not Apply; Labor Board Hearing Gets Underway

An injunction depriving the Monroe Guild of the right to picket individual advertisers in the struck News-Star & World or to distribute leaflets, publish an "unfair list," or otherwise ask the public not to patronize them, has been issued on the request of fifteen retail firms here by the state district court.

Of the fifteen firms participating in the legal attack, four are national, Sears-Roebuck, Montgomery Ward, J. C. Penney and Walgreen's.

In issuing the injunction, Judge J. T. Shell ruled that Louisiana's unique and sweeping anti-injunction law did not apply in the present suit for the reason that the merchants, in his opinion, were not parties to the Guild's dispute with the Monroe News-Star and World.

State Law Unusual

The state injunction law goes further than similar state acts and the Norris-LaGuardia Anti-Injunction Act by specifically prohibiting courts from restraining the right of "ceasing to patronize" or urging others to do so unless there is violence which the police cannot control. In his written opinion, the judge, in outlining the sections of this law on which the Guild relied, specifically omitted from his quotations this outstanding feature of the anti-injunction act.

The Guild immediately filed notice of appeal and filed an appeal bond. In the opinion of Guild Counsel Isserman, the injunction, despite its restraints of constitutional liberties, permits continued strike activities which will be effectve pending appeal.

Besides Isserman the Guild had as attorneys, O. A. Easterling of Monroe and C. P. J. Mooney, Jr., assistant United States District Attorney in Memphis and Attorney for the Memphis Guild.

Judge Is "Crammed"

The injunction hearing, which lasted for five full court days, had some remarkable aspects in the little Southern city. It was the first injunction case in a labor dispute since 1922 and only the third in the state since 1934 when the anti-injunction act was adopted. It was the first labor case brought before 70-year-old Judge Shell who has been on the bench for many years and who remarked, following Isserman's oral argument, "I feel like I'd just been crammed for a bar examination."

Many of the town's attorneys, interested in what for this community was an unusual legal procedure, sat in the courtroom for days. Members of the Monroe Typographical Union, the Brotherhood of Railroad Trainmen, and a number of local AFL unions, also regularly attended the sessions.

Immediately upon the conclusion of the injunction hearing, a Labor Board hearing into the anti-labor practices of the struck newspapers began before Examiner Samuel Jaffe, loaned to the National Labor Relations Board by the Bituminous Coal Commission.

Scripps Units Press for Pact With the Chain

Memphis and Denver Groups First To Act on Council's Plan; Hearst Units Ratifying Accord

The move for national negotiations with the Scripps-Howard chain was speeded last week when the Guild membership on the Rocky Mountain News in Denver and on the Commercial-Appeal, Press-Scimitar and Radio Station WMPS in Memphis approved a proposal of their chain advisory council that our International Executive Board be authorized to approach the general management.

As soon as seven Scripps-Howard units and their locals agree, the Board will have authority to approach the general management on the basis of the program authorized by the council, which includes Guild shop, standard severance pay scale, time and a half cash for overtime, consultation before dismissal clause, a war and conscription clause and transfer protection. The Denver local will meet shortly to act on the News unit's approval of the program. The Memphis action constituted both unit and local approval.

Units Act on Hearst Formula

Meanwhile eight of the 14 Hearst newspaper units of the Guild have ratified the Hearst-Guild national "peace formula" which was negotiated by Executive Vice President Kaufman, Secretary-Treasurer Pasche and Agnes Fahy, now a member of the IEB, with Harvey Kelly, Hearst labor counsel. The ratifying units were:

The Los Angeles Herald-Express, Chicago Herald-American, Albany Times-Union, San Francisco Call-Bulletin, Seattle Post-Intelligencer, Pittsburgh Sun-Telegraph, Detroit Times and San Antonio Light.

The program for Scripps-Howard was decided upon by the Chain Advisory Council in Memphis after the Hearst Guild Council had approved the peace formula for that chain, which includes modified Guild shop, improved severance pay standards for most units, death benefit clause, time and a half cash for overtime and other guarantees to apply to all units.

At S-H Council Meeting

Represented at Scripps-Howard council meetings in Memphis were unit representatives from the Cleveland Press, Columbus Citizen, Denver Rocky Mountain News, New York World-Telegram, San Francisco News, Indianapolis Times, Cincinnati Post, Knoxville News-Sentinel, El Paso Herald-Press, Washington News and Memphis.

The feeling of some Scripps-Howard units regarding the necessity for national bargaining is indicated by the following telegram which was received from the executive committee of the Columbus local at the advisory committee meeting in Memphis:

"Wish you would advise the Scripps council meeting of our interest in taking immediate action to inaugurate chain bargaining and rid locals of chronic 'general management' alibi."

Last winter Columbus negotiators were told by the local management after several week's discussion of the Guild shop that it wished such matters could be settled in national negotiations.

Hearst Plan in Contract

The Hearst formula was incorporated in the new Seattle contract which was agreed to by the management and the unit July 29. In addition, the new Seattle contract includes a number of improvements, such as $6,000 in salary increases for the year, an advancement opportunity clause and provision for merit pay raises.

The Los Angeles unit acted on the Hearst formula shortly after it had completed negotiations for a new contract which brought pay increases amounting to about $300 a week for approximately 100 employes; an advancement opportunity clause and improved working conditions in every department.

The unit approved the peace formula, the local's correspondent reported, for "the general good of the entire chain of units, but did so with regret because of compulsory arbitration clause and qualification of severance pay."

Negotiations in both Seattle and Los Angeles started in March and at one point the L.A. unit voted to authorize the representative assembly to call a strike if the Guild shop was not granted. This authority was held in abeyance after the national negotiations were announced.

CONSCRIPTION - - - - -

IEB Will Be Asked to Take A Stand On the Burke Service Training Bill

In answer to an inquiry from John L. Lewis for a recommendation as to what the CIO position should be on the Burke-Wadsworth peace-time conscription bill, President Donal M. Sullivan, in the absence of any official ANG action, said that he and the other two general officers of the Guild planned to ask the International Executive Board to consider opposing the measure.

Sullivan's reply was telegraphed to Lewis as the Senate Military Affairs Committee was putting the finishing touches on the bill to be submitted this week to the Senate. Opposition to it has developed around Senators George W. Norris, Burton C. Wheeler and Arthur W. Vandenberg.

The belief of himself and the other two general officers, Sullivan wired Lewis, was that "the present bill should be defeated, on the principal ground that it would draft men without even a measure of comparable draft of the sources of production of defense material. If the emergency is such that it warrants the compulsory sacrifice of freedom and earning power of individuals, it surely calls for the effective compulsory enlistment of all means of production of arms and equipment for defense in the service of the people.

"Instead we find the biggest sources of defense production, the large steel, auto and armament manufacturers, operating at big profits, and exercising their choice as to whether or not they will produce for defense.

"The bill has other dangerous features for salaried workers, such as the obvious risk of discrimination against union members in the authority given the War and Navy Departments to hold some men beyond the training period and to exempt others entirely on the claim they are needed elsewhere in the 'national interest.'

"The essential anti-labor attitude

(Continued on Page Four)

The Progress Report

$30,000 Raises In San Diego

(From Local Correspondent)

After nearly six months of negotiations, the SAN DIEGO local has concluded a contract with the San Diego Union-Tribune Publishing Co., which incorporates many gains for the Guild.

Despite the assertion at start of negotiations that the Copley Press never would submit to anything approaching a Guild shop, the principle is established in a letter accompanying the retroactive contract.

The contract calls for $30,000 annually in raises, night pay and new employes. The raises range from $2 to $15 a week for advertising, accounting, credit and collection departments with some raises for editorial workers in lower experience groups, which were revised upwards. The five-day week is provided for all employes in Guild departments, with switchboard operators getting a 35-hour week, a provision against split shifts and pay increases.

Severance pay is increased from 24 to 26 total weeks and based on one week's pay for each 26 weeks instead of the old basis of one for each 32 weeks. Part-time workers get severance pay on the basis of how much time they work.

A war clause protects any employe called to military service and guarantees his job back or payment of his severance pay to dependants in case of death or disablement while in military service.

PREPARE INP DEMANDS

Negotiations for a Guild contract with INTERNATIONAL NEWS PHOTOS awaited final arrangement with the management this week while INP units over the country considered 22 proposed demands.

The ANG was certified as exclusive bargaining agent by the National Labor Relations Board following an election in which the Guild defeated an employe association 90 to 13.

King Features Syndicate, Inc., parent of INP, recently withdrew its unilateral bulletin board agreement with the Guild under which it has been operating since 1937. This action was followed by a management inaction to all INP employes to furnish "adequate, accurate, detailed information as to the duties and responsibilities of his or her job."

Acting on suggestion of the executive committee of the New York unit, Vice President Morris Watson sent a sheet of carbon paper to each employe so that a copy could be made for the Guild. Early responses indicated that all were doing so.

The New York unit will meet July 31 to act on the draft demands, one of which calls for the company to make up the difference in pay in the event an employe is conscripted. Otherwise, the demands parallel the original demands made on UP and AP.

ASK CLEVELAND AP PARLEY

(From Local Correspondent)

An Associated Press unit of the CLEVELAND local was formed Sunday, July 21, with 100 per cent membership of the wire service's full-time editorial department. The unit of 9 members empowered the executive committee of the local to start negotiations at once with AP's Columbus office for a contract containing no less than the working conditions established by Guild contracts now in effect in Cleveland.

Lawrence Hauck was elected chairman of the unit, Joseph Morton, secretary-treasurer, and Ray Blosser was named representative to the CNG executive board.

ONE HAPPY FAMILY: Immediately following the Convention in Memphis, International Vice Presidents Philip M. Connelly and Agnes Fahy visited Monroe. Sunday afternoon Monroe strikers and their wives gathered for an informal meeting with them. Pictured above, they are (standing, left to right): Mrs. Millard Harris, Miss Virginia Scheen, Miss Inez Roberson, Mrs. DeWitt Henry, Miss Nellie Kincaid standing immediately behind Mrs. W. G. Jasper, Morgan Hull, Mrs. Harold Breard, Mrs. Ann Bernhard, Millard Harris, Connelly, Miss Fahy, W. G. Jasper, Miss Marie Dell Horuff, H. H. Brinsmade, DeWitt Henry, Mrs. Albert Hand. Seated, left to right: Odis Day, Harold Breard and Nancy Starr Breard, Perry Snyder, and Charles Cain of Milwaukee. A week later Executive Vice President Milton Kaufman and Mrs. Kaufman visited Monroe. They are shown in the picture at the right picketing the News-Star World plant with Striker Snyder.

$549 Cash Gifts Helping Monroe

Below are additional contributions received by the Monroe strikers. These are apart from the ANG Defense Fund payments:

Akron Guild	$50.00
Chicago Guild Auxiliary	17.30
Chicago Guild	49.85
Seattle Guild	25.00
Memphis Guild	75.00
Rochester Guild	15.00
New York, Brooklyn Eagle Unit	8.30
St. Louis Globe-Democrat Unit Classified Dept.	1.75
Delegates of ANG Convention— Memphis	288.54
Inland Boatmen's Union, Memphis	7.00
Mr. and Mrs. Bob Sanford, Chicago Guild	5.00
Office Staff, ANG	5.00
Individuals	4.50
TOTAL	$549.34

Guild locals, members and anyone else wishing to make donations, may send them to Room 804, Bernhardt Bldg., Monroe, La.

Thank You, Bill, Says San Diego

(From Local Correspondent)

SAN DIEGO, Cal. — Bill Brodie, who, after long, tiresome months, led to a successful conclusion contract negotiations between San Diego Guild and Union-Tribune Publishing Co., was presented with a wrist watch as a token of appreciation from Guild and auxiliary members.

President Henry Love made the presentation immediately after the contract was signed in the offices of Col. Ira C. Copley, owner.

A handsome leather wallet was purchased for Melvin Mayne, chairman of the Union unit, in which was placed the "surplus" to be used as a "pleasure fund" while at the Guild Convention, to which Mayne and Love were delegates.

Strikers Send Their Thanks To Delegates

The gratitude of the Monroe strikers for contributions which were made by the delegates at the Memphis Convention is expressed in a letter to the GUILD REPORTER from Harold Breard, secretary of the Monroe local.

"Nothing," Breard wrote, "served to stimulate the morale of the Monroe strikers as much as the solidarity shown by the American Newspaper Guild at Memphis.

"It came at a crucial time when both the merchants and some of the leaders of the AFL had turned against us, and served as concrete indication that we could depend on our fellow newspaper workers to see us through all difficulties. Despite the terrific pressure to force us out of the Guild into Willie Green's fold, we are hanging tight and are teaching the public as well as the local labor movement just how tenacious Guildsmen and folks who are proud of the CIO can be.

"Although I expressed the thanks of the strikers for the contribution on the floor of the Convention, they are not completely satisfied with that expression of gratitude. They, therefore, ordered me, their secretary, to write and ask you to publish their thanks in some form in the GUILD REPORTER."

ADS HURT MONROE

The following companies and products are advertising in the Monroe News-Star and World despite the Guild strike.

- Montgomery Ward
- Falstaff Beer
- Cook's Beer
- Jax Beer
- Fabst Beer
- Century Distilling Co. products
- Bernheim Distilling Co. products
- Calvert Distilleries Corp. products
- E. Taylor Distillery (brand name)
- Old Lewis Hunter
- Gordon's Gin
- Hair & Hair
- Royal Crown Cola
- Coca Cola
- Chesterfield Cigarettes
- Camel Cigarettes
- Prince Albert
- Ford Motor Co.
- Pontiac
- Plymouth
- Hudson
- Chevrolet
- Oldsmobile
- Nash
- Cudahy Packing Co.
- Armour & Co.
- Kellogg Co.
- General Foods
- Best Foods, Inc.
- Penzoil
- Sinclair Refining Co.
- Clorox
- Firestone
- Goodyear
- Waterman's
- Lever Brothers, makers of Lifebuoy Soap, Lux, Rinso, etc.
- Colgate-Palmolive-Peet Co.

KAUFMAN BACK

Executive Vice President Milton Kaufman returned to his desk at ANG headquarters on July 29 after his vacation.

Referendum Bid Is Voted

(From Local Correspondent)

YOUNGSTOWN, Ohio. — The Youngstown Guild has unanimously voted to initiate steps toward bringing about a referendum of the ANG membership on the question of a more definite stand on "Isms."

The local is now in process of obtaining seconds to its referendum motion, but does not plan to submit the motion to the IEB for publication in the Guild Reporter —thus setting in operation the constitutional procedure for a referendum—until a later date.

Adoption of the referendum motion followed the report on the Convention by delegate Stanley E. Wolfe, local president. The move was a reaction to the stand taken by the Memphis Guild, which in effect declared itself in favor of the Convention minority report, after its own delegates had voted against it.

Sees Aid to Organization

After the adoption of the motion, Wolfe explained that "the Youngstown Guild has the problem —as every Guild in the nation has—of organization being blocked by the Red brand on the Guild. A great majority of Guildsmen are not Red or Brown or Black and Youngstown sees no reason why the Guild cannot say so and have the question settled in our own minds as well as the public's.

"The Red issue was not fully debated at the Convention because neither the administration nor the anti-administration forces wished to bring it into the open.

"Therefore Youngstown feels a referendum will air the issue and result in a stronger and bigger Guild.

Opposes Limitations

"Youngstown does not propose to bar Communists from membership because their party remains legal in the United States and because such a ban would lead to other undemocratic limitations, but we do propose to reduce Communist influence to a minimum. We feel that if John L. Lewis's UMW can speak plainly against Communism, surely one of his CIO affiliates can do the same," Wolfe declared.

It is understood here that Youngstown plans to push the referendum to obtain adoption by the Guild of the minority report of the resolutions committee of the Convention. While the Convention went on record as opposing "subversive activities," the Youngstown Guild believes that the ANG membership does not have any compunction about naming Communism, Fascism and Nazism.

(Other local actions on the Convention are reported on page 5.)

PAY YOUR DUES AND ASSESSMENTS!

Wage Hour Law Meaning Debated

Guild Spokesman Opposes Changes In Definitions At Washington Hearing; ANPA Position Supported By Three University Journalism School Deans

WASHINGTON, D. C.—A demand from the American Newspaper Publishers Association, supported by three deans of schools of journalism, for redefinitions of wage-hour act terms which would exclude large groups of newspaper workers from such benefits as they obtain under the act was made in a public hearing in the Wage-Hour Division here last week.

The American Newspaper Guild opposed the changes. Secretary-Treasurer Victor Pasche, who appeared for the Guild, declared that the new definitions were "intended to defeat the very purposes for which the act was enacted or at the very least to whittle down its coverage."

The proposed redefinitions would greatly widen the number of employes classed as "executive" or "administrative," who are excluded from the scope of the act.

Sees Damage to Act

Pasche declared that all of the proposals for changes in definitions applicable to the newspaper industry and the arguments in support of them "have the same characteristics of being aimed at what the proponents wish the act would do, instead of what the act says and is intended to do. . . .

"Definitions are proposed under which the exercise of any elements of discretion or judgment would immediately make a worker an administrative employe and exempt him from the act. Even an operative on an assembly line or at a cigarette packing machine is called upon to exercise judgment and discretion, and the proposed definition would actually remove from the coverage of the act the majority of the wage earners in this country, if not in fact cancel out the act entirely."

The highlights of Pasche's statement appear in another column.

The revisions were asked by Elisha Hanson, representing the ANPA and other publisher associations. Hanson also contended that editorial and advertising department employes are professionals and not covered by the law. This position was backed by statements from Carl W. Ackerman, Kenneth E. Olson and Frank Martin, deans respectively, of the Columbia, Northwestern and Missouri university schools of journalism.

Hanson's "Executives"

Hanson's chief proposals would create separate definition for "executive" and "administrative," which are treated as synonymous in the present definitions. He would make the "executive" exemption apply to any one whose suggestions as to dismissal or advancement of employes might guide management decisions and who exercises discretionary powers although he may spend his time at non-executive work.

His redefinition of "administrative" employes would cover any one receiving $25 or more a week who "assists any other employe in executive capacity" who "supervises responsible work requiring special training and exercises discretion or judgment" or who "has special tasks or assignments related to management policies or takes part in general business operations involving exercise of discretion or judgment."

"Promulgation of the definitions which we are now considering, followed up by the application of those definitions, has disturbed the orderly and regular procedure not only of the newspaper business but of all other business," Hanson said.

Dean Ackerman, supporting the proposal to exempt news and advertising workers as professionals, argued that the wage-hour law definitions endangered the freedom of the press. He declared that—

"Although journalism is closely related to the industry of manufacturing newspapers . . . the industry could not serve our republic as an independent reporter, interpreter and distributor . . . except for the professional services of men and women in an intellectual pursuit outside of government control. . . ."

Dean Olson, pointing out that the ANPA had recognized certain schools of journalism as professional, said:

"It is the contention of these schools that the work their graduates do as reporters, copyreaders, rewrite men, ad solicitors, even before they rise to executive positions is professional in character and that the professional classification therefore attaches to all those engaged in similar work even though they may not have been graduated from professional schools of journalism."

RALPH FOSTER

New International vice president of the Guild, from Canada who was elected at the Memphis Convention but who left before the group picture of the new IEB was taken. Foster is a former president of the Toronto Guild and is now editor of the "New Lead," official organ of that local. He was also vice president of the local prior to his election to the IEB.

Clarksburg Wins NLRB Decision

A decision ordering the Clarksburg Publishing Co., publishers of the Clarksburg (W. Va.) Exponent and Telegram, to bargain with the Guild, to cease discouraging membership in the Guild by coercion and restraint, and to reinstate Helen Post to her job as an assistant proof reader, was handed down by the National Labor Relations Board on July 16.

The company's fight against the Guild, according to the decision, began in December, 1938, and a complaint against it for alleged violations of the Wagner Act was issued by the regional NLRB office in Pittsburgh on June 16, 1939.

The Board found that "the company interfered with, restrained and coerced their employes in the exercise of the rights guaranteed in . . . the act and refused to bargain collectively with the Guild.

"Upon the reinstatement of Helen Post, the Guild will represent seven of the 18 employes in the unit. If the respondents had not engaged in unfair labor practices, it is highly likely that the Guild would represent a majority of the employes in the unit, since one resignation from the Guild was caused by such practices, and since it appears that new employes have not been requested to join the Guild because of the respondents' unfair labor practices."

The Exponent is a morning paper supporting the Democratic party, while the Telegram is an evening paper supporting the Republican party. The company and the two staffs publish the Sunday Exponent-Telegram, which is nonpartisan.

San Antonio Organizes Commercial

(From Local Correspondent)

SAN ANTONIO, Texas — All members of the business office staff of the San Antonio Light have joined the Guild. Determination of the business staff to seek Guild membership was voiced before national Hearst negotiations were begun and a complete membership roll taken soon thereafter.

PASCHE ANSWERS THE ANPA

Says Redefinitions Asked by Hanson Would Kill Law's Purpose

From a statement by Secretary-Treasurer Victor Pasche before the Wages and Hours division hearing on new definitions proposed by the publisher associations.

The Guild is here to oppose any and all of the revised definitions which have been offered, as all of these are directed in greater or less degree to the same purpose, an increase in the exemptions from the application of the Act, without any sound or even substantial evidence that the existing definitions are faulty in any way. . . .

As long ago as last March, . . . a careful survey . . . showed that out of the total national circulation of daily newspapers of 39,670,682, Guild contracts were with newspapers with a circulation of 14,566,603. Further, that in the same cities there were newspapers without Guild contracts but with standards directly affected by Guild contracts, with a total circulation of 6,934,874. The purpose of a Guild contract in respect to hours closely parallels that of the hours provisions of the Fair Labor Standards Act. In respect to wage minimums, the average Guild contract also parallels the aims of the Fair Labor Standards Act, although being considerably better in actual terms. The foregoing facts would therefore seem to be highly conclusive of the practical applicability of the Fair Labor Standards Act to the newspaper industry, and of the practical acceptance of those standards by most of the industry.

Guild Shows Demand

It is even more pertinent to note that the need for the protection of wage and hour standards in the newspaper industry was such that in less than seven years, despite the consistent opposition of most publishers, such a large number of newspaper employes wholly unaccustomed to the idea of union organization, formed their own union to place a ceiling on hours and a floor under wages.

I think this point needs emphasis because of the solicitude for newspaper employes expressed by the proponents of a revised interpretation of the Act. . . .

Would Defeat the Act

The fact remains that this hearing is not being held to determine what various groups would or would not like, but what definitions will truly carry out the intent of the Fair Labor Standards Act. It is our view that the present definitions do so, and that the efforts to find them inadequate or to revise them . . . represent assertions and wishes, and take the form of torture of the English language and of common sense in hope of defeating the purpose of the Act.

I do not believe that we are called upon here to discuss the wholly extraneous matters which have been introduced in the hearing. . . . Dean Ackerman's contention that freedom of the press goes beyond freedom of publication and expression, and that this freedom is endangered by the protection of working conditions is a plaint as old as the organization of any of the employes in the newspaper industry. It was taken care of by the United States Supreme Court in the Watson case. The alarm lest the regulation of working hours of newspapermen endangers their ability to expose public corruption, also advanced by Dean Ackerman, hardly seems to call for comment. . . .

"Imaginary Obstacles"

The complaint against the existing definition of the words "executive" and "administrative," offered by Mr. Hanson, merely sets up imaginary obstacles in denial of the rule of reason. The present definition correctly exempts any genuine executive, one who is not merely given a title while doing routine work. The apparent purpose of the proposed definition offered by Mr. Hanson is simply to make it possible to have an employe with the title of executive employed at full time in routine work of a non-exempt nature.

It is in the proposed redefinitions of the term "administrative," by the ANPA and by other organizations, that the attempt to violate the intent of the law and the meaning of the English language is most pronounced. It is proposed to separate "administrative" from "executive" for the avowed or implied purpose of excluding from the benefit of the law all so-called "white collar" or office employes, despite the fact that in a great many instances they are the ones in greatest need of a limitation on their hours. . . .

Upsetting Plain Language

But the fault in the proposed redefinition of "administrative" comes at the start, in the attempt to establish a legal distinction between it and "executive." The administrator has correctly ruled that the two are synonymous and explanatory one of the other. To deny this is to deny English language and usage. We all know that the administration of the United States means the President and his Cabinet and the assistant secretaries, not the clerical and Civil Service employes. . . .

Webster . . . defines the noun "executive" as "any person or body charged with administrative or executive work," indicating clearly the synonymous nature of the two words. As a synonym to the adjective "administrative" it gives simply one word, "executive." There is no ground of language, logic, or experience for changing the present definition of the words "executive and administrative capacity."

Discusses "Professional"

When it comes to defining a professional, language usage is much looser. Its usage has ranged all the way from any gainful occupation to vocations with the strictest requirements of learning, advanced degrees, government licenses, and services independent of any employer. Probably neither the ANPA nor the deans of journalism would seriously argue that we should claim professional status on the basis of its usage in the expression "the world's oldest profession."

Webster gives as his definition number one of the adjective "professional," the following: "of or pertaining to a profession, especially a learned or skilled profession." The present definition correctly carries this out. . . . While the publisher associations . . . on this subject . . . concentrate virtually their entire fire in an effort to show that newspaper editorial and advertising employes are employed in a professional capacity, the only change they propose in the existing definition is one which would allow the employment of a professional employe in non-professional work and still class him as an exempted professional. Their definition as it obviously must, preserves the requirement of professional capacity for which no branch of newspaper work can qualify, namely that the work be "based upon educational training in a specially organized body of knowledge, etc."

Says Ours Are Crafts

It is not detracting in any way from our legitimate pride in the craft of news gathering and writing or the technique of advertising solicitation to recognize frankly that neither one has a professional status, and that it is a skilled craft, entitled to the same kind of protection as any other craft.

Three deans of schools of journalism have gone to great lengths at this hearing to present an array of opinion, assertion, quotations, self-serving declarations, and a few assorted facts and figures, in an attempt to show the professional status of editorial and advertising workers.

These presentations all boil down to the fact that the three deans would very much like to have journalism accorded a professional status, and to have it made a rule that a newcomer seeking to enter the field of journalism must have a degree from one of the 32 so-called class A schools of journalism to qualify. . . .

Answers Hanson on "Salesmen"

The proposed redefinition of "outside salesmen" again is merely an effort to broaden the exemption in such a way as to take in anyone remotely connected with a sale, even though not a salesman at all. . . .

The fact is that a circulation man is primarily not a salesman at all but a collector and a delivery checker. Also, the publishers themselves have frequently argued that advertising solicitors were not salesmen at all, but merely employes servicing accounts. We think it would be proper for the Administrator to ask how the publisher associations propose to prove at one and the same time that an advertising solicitor is a "professional" whose main job is to help and advise the advertiser, as contended by Dean Olson, and yet at the same time an "outside salesman."

Wage-Hour Low Resolution

The following resolution on the Wages and Hours Act was was adopted by the Convention at Memphis:

RESOLVED, That this convention not only emphatically opposes efforts to narrow the application of the Federal Wages and Hours Law, but favors the extension of the law's benefits to all workers not now included through state legislation conforming to the federal standards.

In particular, as the law relates to the newspaper industry, this convention takes note of the efforts of publishers and their associations to have newspaper workers exempt from the provisions of the law and urges the American Newspaper Guild and all locals to use all efforts to prevent such action.

We also urge that Congress appropriate sufficient funds to assure rigid enforcement of the law.

Watch Congress, Lewis Warning

CIO President Says Labor Must Be on Its Guard; Seeks Presidential Order to Bar Wagner Act Violators From Being Awarded Government Contracts

CIO affiliates were advised by John L. Lewis last week not to "drop their guard" against possible reactionary attacks. As long as Congress remained in session, Lewis pointed out in a letter to affiliates accompanying the latest report of the CIO legislative committee, liberal legislation such as the Wagner Act, Wages and Hours Act, Walsh-Healey Act, Social Security Act and others is in danger of being drastically amended or destroyed.

This was one of three important statements on national matters made in the last fortnight by Lewis. The second was his public demand for an executive order forbidding government contracts to violators of the National Labor Relations Act. The third, opposing conscription, is reported in a story on Page 1.

Three years of steady campaigning by the CIO to have the Walsh-Healey Act amended to bar Wagner Act violators from government contracts have failed, Lewis charged, because the Administration and Congress majority leaders have blocked Congressional action.

Asks Support for Order

Lewis called on all CIO executive board members to mobilize support of his plea for the executive order.

In a letter to CIO Vice President Sidney Hillman in his capacity as labor coordinator for the National Defense Council, Lewis asked support of the proposed executive order.

"Under the urge of a declared emergency," he wrote, "the Government is making patriotism profitable for finance and industry. Surely it is not too much to expect of Government that it will also protect the inherent and statutory rights of labor to organize and bargain collectively.

"Labor as well as industry has declared its willingness to cooperate completely in making effective a program of national defense. Assuredly, if under this program industry is to wax opulent, then labor as a partner of Government should at least be permitted to live and not be deprived of its rights by concerns which enjoy attractive and profitable Government contracts."

Sends Papers to Unions

Lewis sent each executive board member a documented history of the CIO's efforts to amend the Walsh-Henley Act for this purpose. It contained three main sections:

1. The letter to Hillman.
2. A draft of an executive order proposed for President Roosevelt's signature, requiring compliance with the Wagner Act by all contractors, and a supporting memorandum giving the legal basis for such an order.
3. Copies of six letters on the subject between Lewis and President Roosevelt.

The exchange between the president and Lewis began on Jan. 18, 1939, when Lewis wrote pointing out that firms which had repeatedly violated the NLRB received Federal orders, and asking that an executive order be issued to stop it.

FDR Doubted Legality

Declaring that Lewis' letter gave him much concern, Roosevelt replied that the proposed order "drafted along the lines you suggest would be open to the gravest legal doubt" and that Lewis should seek remedial legislation in Congress.

Lewis replied that the House Rules Committee had killed such remedial legislation after it was approved by the Senate and that the Administration's Labor Department had refused to press for passage of the bill.

The President, in reply, again suggested "remedial legislation" and said the Labor Department would give "technical assistance" in drafting it.

Lewis came back with a letter charging that the National Association of Manufacturers and Administration spokesmen combined to defeat an amendment to a military bill in the Senate which would have barred contracts to violators.

"The War and Navy Departments," Lewis declared to the president, "took it upon themselves to write to the conferees vigorously against the enactment of the amendment. . . .

Cited Active Opposition

"In other words, the War and Navy Departments and the NAM have determined that 'business appeasement' and 'protection of national defense' must necessarily involve the destruction of labor unions and the deprivation of the fundamental rights of the workers to organize into unions of their own choosing.

"It is therefore hard to see how we can attempt to obtain through the Democratic Administration legislation that would prevent corporations which flout the law of the land from receiving the benefits of profitable government contracts."

The CIO legislative report noted two major victories in the drive to maintain labor standards in the national defense program, pointing to defeats of attempts to weaken both the Wage-Hour Law and the Walsh-Healey Act.

The report urged CIO affiliates to watch particularly for any attempt to slip the Smith Wagner Act amendments through the Senate and pointed to the danger of passage of the Walter-Logan bill which would cripple the administration and enforcement of all social legislation.

WHAT 'GROSS' MEANS

Arbitrator Says It Is Not Series of Minor Offenses In Deciding Severance Pay Case in Favor of Guild

An interpretation of the word "gross" as used in Guild contracts where managements have demanded the right to withhold severance pay from employes fired for "gross" neglect of duty or "gross" insubordination, has just been given by an outside arbitrator in a case involving the New York World-Telegram (Scripps-Howard).

The case was that of Joe Kelly, an office boy on the paper who was fired last Dec. 27 and from whom the management withheld severance pay on the grounds that he was guilty of "gross" neglect of duty and "gross" insubordination. Kelly was controller of the World-Telegram unit at the time.

The arbitrator awarded Kelly severance pay, upholding the contention of the unit on the point, and the management paid it.

The question involved was whether an accumulation of minor offenses extending over a period of years can finally, on firing, be interpreted as "gross," or whether, as the unit and the New York local argued, the term "gross" in the contract meant something violent, excessive, sudden, wilful.

Had Been Late for Years

Kelly's principal offense was lateness. He had frequently been late over a period of years and had been repeatedly warned about it by the management, "without effect," the arbitrator noted.

On the day he was fired he came to work between 45 and 50 minutes late. The city editor gave him a thorough lacing, terming it a "five-star warning." That afternoon, choosing what he considered a slack period, Kelly took half an hour off to get a shave. He did not have permission, and when this was discovered, he was fired. Severance pay was withheld.

Kelly made no request for reinstatement but did ask the Grievance Committee to get his severance and pay for him. The unit felt that a vital principle was involved. A petition urging management to pay on the ground that not to do so "jeopardized" the severance pay clause in the contract was signed by 196 members of the unit.

Decide to Arbitrate

The management proposed arbitration, and the unit, in consultation with the local, decided that this could not be used as a precedent for more basic use of arbitration, and consented.

Both sides agreed to go to the American Arbitration Association, and George W. Alger was chosen to act. Kelly and Morris Gilbert, unit chairman, testified for the Guild, with Executive Secretary Nat Einhorn of the local conducting the questioning in the Guild's behalf. B. O. McAnney, city editor, testified for the management.

Sees Principle Involved

Because "from both the standpoint of the Guild and of the management, this matter has a serious importance as a matter of principle," the arbitrator said, he gave it "more than ordinary thought and attention," and wrote his views on it. He continued:

"From the management's viewpoint, if flouting of authority can go on, and, notwithstanding its long duration, will still entitle a discharged employe to full severance pay, essential discipline will be undermined. From the standpoint of the Guild, if a trifling incident such as this shave, added to a number of prior minor violations of discipline, can be made to constitute gross negligence or gross insubordination, the dismissal pay principle is so undermined as to give the management full discretion to discharge without severance pay men whom the contract was intended to protect and cover."

Just Bad Judgment

"On all the record," the arbitrator ended, "I am inclined to conclude, with some hesitation, that in going for this shave Kelly was not deliberately flouting authority or deliberately disregarding the warning he had received in the morning. What he did in going for the shave was what had been done by others as well as himself in the normal operation of the paper. A newspaper is not run like a factory, and he was apparently taking advantage of that fact. He doubtless felt that if the exigencies of his work did not require his presence . . . and it was a slow period of the day, he could without injury to the work of the World-Telegram take this time off for a shave.

"He had no right to do it without permission from his chief. It just happened that this was a bad day for him to reach this conclusion in view of the morning's warning. A reasonable amount of common sense would have dictated another course of action. . . . The discharge which he received was entirely justified.

"I, however, conclude that his conduct in going for the shave, even taken in connection with these other minor violations of tardiness and the like, cannot under the facts be considered such a wilful flouting of authority as to constitute gross neglect of duty or gross insubordination, and that he should have received full severance pay on his discharge."

Answering Mr. Pegler

Different methods have been taken by three locals in handling the attacks of Westbrook Pegler on the Guild. The Memphis local had published in the Memphis Press-Scimitar a statement of its executive committee. Philadelphia-Camden issued a special supplement to its regular "Guild Letter." Richmond offered to make Pegler a delegate to the Convention to enable him to make his charges in person provided that he paid up his dues in the New York local.

"Pegler whose particular province lies in seeing no good in anything," the Memphis statement said, "has sniped consistently at the Guild while professing to be a friend of labor. His tactics are malicious. His intentions are suspect."

The Philadelphia statement, pointing out that Pegler had branded as Communistic both the national Guild leadership and the Philadelphia leadership which opposed it in Convention, continued:

"Pegler has denounced such Guild objectives as job security, the Guild shop, etc., as Communistic. He says that when we in Philadelphia 'subscribe to the fundamental principles and policies of the ANG' we are subscribing to Communistic principles and policies. Philadelphia Guild members who developed the job security idea and who now benefit from job security and the Guild shop will know these policies grew out of the needs of men and women in the newspaper industry seeking to establish their economic lives on a secure and self-respecting basis befitting America."

W. C. Bourne, Richmond delegate, described to the Convention at Memphis how he had written Pegler,

"I told him," he said, "that our Guild in Richmond would be glad to name Westbrook Pegler as one of our two delegates to this Convention, and that if the question of Americanism were raised down here he could rest assured he would have the absolute, positive backing of the other Richmond delegate on any question that even approached threatening Americanism."

Pegler had not replied, Bourne said.

IEB Will be Asked to Act On Conscription Bill

(Continued from Page One)

of the authors of the bill is shown in their opposition to any real protection of the job tenure of conscripted employes. Even the Senate committee's proposal on this problem is evidently ineffectual.

"We need real defense of America and its institutions, not the suppression of elementary American justice and traditions in the name of such defense. We must not repeat the mistakes of England and particularly of France.

"How can Congress accept a situation in which men are to be taken from their jobs while Henry Ford and other manufacturers can dictate United States policy by deciding whether or not and on what terms they will produce airplane engines?"

The CIO's opposition to the bill was expressed by Lewis July 29 in letters to Rep. Andrew May, chairman of the House Military Affairs Committee, and to Sen. Morris Sheppard, chairman of the Senate Military Affairs Committee.

". . . I have carefully canvassed," Lewis wrote, "our organizations and find that the consensus of opinion is in fundamental opposition to this measure.

"The Congress of Industrial Organizations has pledged its full support to . . . national defense . . . However, we are firmly of the opinion that national defense does not and must not be based upon the destruction or curtailment of our basic democratic institutions.

"Compulsory conscription in time of peace . . . involves a very definite departure from the basic principles of the United States Constitution and Declaration of Independence.

"Compulsory conscription would necessarily result in tremendous dislocations among the lives of millions of individuals in industry and in communities throughout the country. Basic civil liberties, including the freedom of speech and freedom of press, and freedom of individual initiative and enterprise, would be seriously threatened."

A resolution asking the ANG to give immediate support to an amendment to the Burke-Wadsworth Selective Training Bill to "adequately insure every person drafted for service under the act the return of his position . . . at the termination . . . of service" has been adopted by the Richmond (Va.) Guild.

The preamble to the resolution pointed out that the proposed act called upon citizens "to make considerable sacrifice in the armed forces" and voiced the belief that "citizens called to service under this act should not be made to sacrifice more than is right and just."

In a letter to Secretary Treasurer Victor Pasche, Robert A. Wilson Jr., president of the local, said that this resolution was passed before the bill was amended but that he believed "the wording of the amended act designating as an 'unfair labor practice' the refusal of an employer to rehire a person after he has served his training period is vague and does not give sufficient power for enforcement of the provision."

Times' Head Tells Guild At Parley of AFL Rival

(Continued from Page One)

". . . the Guild is holding its Convention in Memphis in July at which time I understand important issues are to be decided by your membership.'

"On July 15, immediately after the Convention ended and before any official proceedings were published, William Laurence offered his resignation to the Guild.

"On July 25, the Guild met with Mr. Sulzberger to discuss a contract and learned of a 'new union' in which William Laurence is a leading spirit. When the Guild negotiators pointed out that 'new unions' frequently appear on the scene on the eve of negotiations, Mr. Sulzberger replied: 'And sometimes after conventions!'"

Anti-Trust Actions Are Analysed

The anti-trust rulings of Thurman Arnold, assistant U. S. Attorney General, threaten to "destroy the pattern of progressive labor legislation and of progressive labor decisions which have been laboriously built up through recent years," A. J. Isserman, Guild counsel, declared in an address to the Memphis Convention.

If they are woven into the fabric of American law, Isserman continued, "we shall be headed back towards the days when the union activity was synonymous with criminal activity. Union meetings and collective bargaining demands will fall under the shadow of criminal conspiracies."

What Sherman Said

Tracing the history of the Sherman anti-trust law, Isserman contended that it was never intended to be used against labor unions, their officers or members as Arnold has been using them. Instead he quoted Senator Sherman, its author, to show what the intention was. Sherman said:

"The popular mind is agitated with problems that may disturb the social order, and among them none is more threatening than the inequality of conditions of wealth and opportunity that have grown up within a single generation out of the concentration of capital into vast combinations to control production and trade and to break down competition."

Isserman declared that Sherman and other leading legislators of the day agreed with Attorney General Olney in the '90's when he said:

"Prosecution of a union under the Sherman anti-trust law would be a perversion of a law from the real purpose of its authors."

Clayton Act as Safeguard

The courts, however, were persuaded by corporation lawyers, Isserman asserted, that the law did apply and in 1912 the U. S. Supreme Court handed down the Danbury Hatters decision which paved the way for the foreclosure and sale of workers' homes and confiscation of their personal property.

In 1914, Isserman related, Congress passed the Clayton Act which it believed would stop prosecution of unions under the anti-trust law and he quoted Congressman Henry, one of those instrumental in having the law passed:

"In my judgment, when Congress was dealing with 'combinations in restraint of trade' it never intended that the law should apply to labor organizations or farmers' organizations without capital and not for profit."

Of the new law, Isserman quoted Henry as saying:

"We are now about to correct that error, and make it plain and specific, by clear-cut and direct language that the anti-trust laws against conspiracies in trade shall not be applied to labor organizations and farmers' unions."

Called Labor's Charter

President Wilson, according to Isserman, joined Samuel Gompers and other labor leaders in proclaiming the act as "labor's magna charta." Wilson said, according to Isserman:

"The workingmen of America have been given a veritable emancipation, by the legal recognition of a man's labor as a part of his life, and not a mere marketable commodity; and by exempting labor organizations from processes of courts which treated their members like fractional parts of mobs."

Labor, Isserman pointed out, had won in Congress but not in the courts because it was after the passage of the Clayton Act that the famous Bedford Stone case was decided against labor in 1927.

Frankfurter's Opinion

In 1930, according to Isserman, Felix Frankfurter, famous Harvard law authority and now a member of the Supreme Court, declared that "the Sherman law has been one of the strongest influences counteracting trade unionism in the United States."

Isserman also quoted Robert Jackson, present U. S. Attorney General, as saying in 1937 that the government had failed to enforce the anti-trust laws where they should have been enforced and—

"A failure to enforce the anti-trust laws would have been bad enough, but they were not merely ignored, they were perverted against labor."

Thurman Arnold, however, goes even further than the worst anti-labor decision of the Supreme Court under anti-trust laws, Isserman charged.

"He now," Isserman stated, "ignores the fact that the Sherman Act was directed against trusts and monopolies and against restraint by which unfair methods limited 'business competition.' He perverts the law when he refuses to consider that union demands, when made for the benefit of union members, are lawful even though interstate commerce might be affected.

"He forgets that labor is not a commodity—another essential fact—when he supports the conviction of the fur workers because they sought to unionize a whole industry. And finally he fails to apply to labor unions the 'rule of reason' which allows monopolies to continue though they control, or have a decisive influence, on prices of commodities."

JUGGING ON DOWN: Guildsmen and their wives enjoy the music of an old-fashioned Negro jug band at an outing which the Memphis local gave them during the Convention.

Cleveland Supports Referendum Elections

(From Local Correspondent)

CLEVELAND, Ohio — Membership of the Cleveland Newspaper Guild approved by unanimous vote the report of its delegates to the ANG Convention and resolved that "the Cleveland Newspaper Guild continue its efforts to improve the American Newspaper Guild."

The local also adopted a resolution requesting the IEB to set up the Convention-authorized Constitution Commission at its next regular meeting and to work for a report of the Commission not later than November 1.

This resolution included support of the Convention suggestion of the San Francisco delegation that international officers be elected by ANG membership vote rather than by Convention. The resolution was aimed particularly at obtaining an early recommendation on this.

In the discussion of this proposal it was argued that ANG "politics" had crowded out basic work of the Convention.

It was also pointed out that a delayed report of the Constitution Commission would tend to make difficult or impossible any membership action under the Constitution on recommendations of the Commission.

(From Local Correspondent)

DENVER—The local voted complete satisfaction in the action of the Convention in adopting policies and in the retention of Milton Kaufman as executive vice president and Victor Pasche as secretary-treasurer. By unanimous vote, the local also expressed confidence in the leadership of President Donal M. Sullivan and the 10 International vice presidents.

Frederick S. Warren, veteran reporter for the Denver Post, and one of the pioneers of Guild organization on that paper, was elected president of the Denver Newspaper Guild July 21 by acclamation.

Warren will serve during the unexpired portion of the term of Dick Henry, president of the local for the past two years, who became ineligible because of his election as International vice president at the Convention.

(From Local Correspondent)

MEMPHIS—The Memphis Guild on July 21 adopted a resolution saying "that Communism, Fascism and Nazism are subversive forces in the United States. We have no interest in protecting the feelings of those who may resent having Communism, Nazism and Fascism called by name, nor do we know of any situation within the ANG calling for sidestepping this simple fact."

LETTERS TO THE EDITOR

ONE FOR PEGLER

SAN FRANCISCO

Editor, THE GUILD REPORTER:

An open letter to Columnist Westbrook Pegler.

Your charge that the American Newspaper Guild is controlled by a Communistic element is made with the usual stab in the dark.

To date our union has been organized for over seven years.

During that time the white collar editorial worker, through his right to organize, has bettered his working conditions and standard of living immeasurably.

Our Guild is an American Union, democratically run by its 20,000 members.

The executives of the locals and International are elected from the working press.

It seems to me that you withheld your attack upon the Guild until after the untimely death of our late International President Heywood Broun.

Were he alive today, I am sure that he would have plenty to write in retort to your stupid and perverted charge.

To counter-act your red charge, one could spitefully intimate that during the last nine months, you, through the medium of your column are being made the tool of those who seek to spread dissension amongst the ranks of labor to the point where the strong unions that took years to merge into great organizations would again revert to the old-time small groups fighting futilely for even the barest security. We hope this was not and is not your purpose.

Our free press—a solid pillar of the Bill of Rights—a trust in which the entire reading public looks to us to maintain—we most assuredly SHALL maitain!

There are far better causes you can be the champion of and for. Need I point them out? The problem of the Negro—in the South—in the large and congested cities of the North. Of white trash—the sharecropper—the migrants — the millions of unemployed—health for the poor—housing—religious tolerance; to name a few.

These need a champion, sir, so why look the other way? Leave labor to itself. It can stand on its own feet. These others happen to be on the other side of the fence.

In closing, sir, may I reiterate: THE AMERICAN NEWSPAPER GUILD STANDS FOR BUT ONE ISM—AMERICANISM!

BILL TOWNE.

FOR KEEPING OUT

PHILADELPHIA.

Editor, THE GUILD REPORTER:

In Daniel L. Shorr's letter to the Editor in the June 15 issue, he asks the question, "Who gave the GR the right to join the Isolationists?" Perhaps I cannot answer this question but I know that anyone who really has the interests of the average citizen of the US of NA at heart must feel as do: Colonel Lindbergh, Cardinal Dougherty, Father Coughlin; Senators Walsh, of Mass.; Holt, of W. Va.; Wheeler, of Montana; Ambassador to London Kennedy; Henry Ford, and a host of others. Their views sum up to "Strong Defense No Offense."

As you may note, Mr. Shorr, none of the above are Communists.

The term "Short of War" is nonsensical.

If a ringside fan had presented Galento with a baseball bat to use on Baer, how would Maxey have reacted to this kindly action?

ANTHONY GRIESHABER.

OR LUKE 6:41

NEW YORK.

Editor, THE GUILD REPORTER:

The unanimous report of the ANG Convention Publications and Labor Press Committee said: "The GUILD REPORTER should be accurate, objective, and factual, avoiding the journalistic disease of adjectivitis. . ."

I don't recall whether the Hotel Peabody supplied the delegates with bibles. If the committee had been able to consult Matthew 7:3, the report would have read: "The GUILD REPORTER should give the facts objectively, avoiding the disease of adjectivitis. . ."

ALEXANDER L. CROSBY.

New York CIO Names Guildsman

Saul Mills, a member of the New York Guild, has been elected secretary-treasurer of the newly created Greater New York Industrial Union Council which represents more than 350,000 CIO members. This is the only full-time job in the council.

Mills, who was discharged for Guild activity by the Brooklyn Eagle in 1936, has been publicity director for the Transport Workers Union and active in the labor press unit of the New York Guild. He was an alternate to the Memphis Convention.

Joseph Curran, national president of the National Maritime Union, was elected president of the council which was created on orders of the CIO's International Executive Board.

Richmond Local Elects Wilson

(From Local Correspondent)

RICHMOND, Va.—Robert A. Wilson, assistant city editor of the Richmond News Leader and an active member of the Guild since 1935, has been elected president of the Richmond Guild for the ensuing year.

James Latimer was elected vice president and Mrs. Elizabeth Copeland Norfleet, secretary. Latimer is a member of the Times-Dispatch unit and Mrs. Norfleet a member of the News Leader unit.

Miss Anne Cottrell, who was elected treasurer, has resigned her post to accept a publicity position with Paramount Pictures, Inc.

Members of the new executive committee are Earle P. Lutz and Roy C. Flannagan of the News Leader and Oswald Moore and William C. Bourne, retiring local president, of the Times-Dispatch.

STORK 'WANTS' CARD IN TACOMA LOCAL

(From Local Correspondent)

TACOMA—The stork evidently wants to become a Tacoma Guild member the way he keeps coming around. Recent deliveries at the Tacoma News Tribune brought daughters to Nelson Hong, federal building reporter, and Ed Honeywell, editorial relief man, and a son to Stuart Welch, News Tribune feature writer.

NEW YORK RESTAURANTS

PIROLLE now at 111 W. 45th — Famous for French specialties. — Lunch 55¢. Parisian dinner $1. Wines and Liquors.

MISCELLANEOUS

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LongRange Associate Plan Set

The following is a condensed version of the report of the IEB Committee on Associate Membership which was approved by the Committee on Education and Associate Membership and by the Convention:

. . . This committee has come to the conclusion that our approach to associate membership in the past has not been realistic or designed to do more than keep the problem alive from Convention to Convention. Experience has shown that proposals made last year are not at this time practical. We believe that before any real organizing campaign for associate members can succeed, a certain amount of groundwork must be laid, and we therefore propose a long-range strategy which may not bear fruit immediately but which we think indispensable for the eventual success of an associate membership. At the same time, we wish to encourage the continued activity of units already in existence and the building of associate units by interested locals.

Our recommendations are divided into two categories: One, an educational campaign which does not directly attempt to organize, but to propagandize, and, Two, methods of helping the associate units already organized.

1. An educational campaign must be directed three ways: to students in schools of journalism and on college papers, to teachers of journalism, and to locals. We suggest, first, that the Guild print a pamphlet by some prominent newspaperman telling the story of the Guild in a human, dramatic fashion. It should take advantage of the glamour of our profession in telling the Guild's story. This pamphlet would be distributed to all schools of journalism. It should also, incidentally, prove useful in organizing and education of some of our own membership.

Book May Sell Itself

We propose a book to be written by Guild members on their experiences as newspaper men and as Guild members. The book need not necessarily be sponsored by the Guild but by a group of newspapermen themselves. We feel sure that a publisher could be interested in such a book if we were able to enlist enough of the "name" writers who are Guild members. The book would sell itself to all journalism schools and college libraries. We are well aware that this proposal will be difficult to carry out and will require attention and patience, but we think it deserves serious consideration.

We propose that the Guild arrange informal meetings with the Teachers Union so that a direct contact can be established with teachers in some of the journalism classes. It has been our experience that most associate units are started where some teacher is himself a member and interested in seeing his students belong.

We propose that a special pamphlet aimed at Guild members on the associated subject might be issued if and when finances permit. This pamphlet would detail ways and means by which locals can work with associate member units and attempt to interest locals in the building up of an associate membership.

Successful Units

Successful associate units have been built in at least two locals, New York and San Francisco. There are units in several other locals, but as far as we could learn, these do not function for various reasons. We believe the success of the New York and San Francisco units is based not on selling of direct economic benefits but of finding ways and means of making the unit important and interesting and a part of the campus life. . . .

2. We propose a Broun memorial award for the best college newspaper "job" of the year modeled after that which is proposed for working newspaper men and women. Professors at the schools of journalism should be asked to judge the work of their students and submit a candidate for the award to a national judging committee to be established by the Guild. Such an award would serve the double purpose of interesting the students and the professors as well since both would have a part in that award. We offer simply as a suggestion that the award might consist of a two or three week summer job on THE GUILD REPORTER.

We recommend that an associate member, on becoming ineligible, may continue at his or her request to receive the THE GUILD REPORTER for six months thereafter. We also propose that ineligibles may continue to attend their associate unit meetings with a voice but without a vote for six months after graduation or until he or she obtains employment or becomes eligible for Guild Membership. Active associate members have assured us that such a privilege would help greatly in organizing, particularly among senior students.

This Committee believes a number of changes should be made in the constitutional provisions concerning associate membership. We urge these changes because we believe experience has shown that associate members should be in a regular local where they can feel a much closer link to the organization and will take more interest in Guild activities. It would also make certain that the policies and the constitution of the Guild are being followed by the associate membership.

Change Section 2 of Article XI to read "Associate members shall belong to the nearest local in the area in which their institution is located."

Section 1, Article XI, eliminate the words "or associate locals."

Section 2, Article XI, eliminate the sentence "Where their institution is not in the territory of any chartered local an associate local of not fewer than five members may be chartered by the IEB."

Eliminate Sections 6, 7 and 8 of Article XI.

Lastly, we recommend that a permanent committee be appointed to supervise and advise associate members and to be responsible for putting into effect any proposals of recommendations made by the Convention Committee on Associate Membership. This committee, we believe, should consist of Guild members and one or two Associate Members.

Revised Bargaining Program

The following are the revised Collective Bargaining Program and Recommendations as approved by the Convention. The changes are printed in italics:

Program

A contract between the Guild and a publisher is a listing of the rights and privileges—other than the rights already adequately protected by law—which are guaranteed to the employes by the publisher. Statements of the legal rights and prerogatives of the publisher have no place in the contract, nor is any contract language permissible which implies that acts of individual employes can be construed as contract violations.

1. FORM: Parties to any contract shall be the local Guild or the ANG, on the one hand, and the publisher or publishers on the other. In no event shall a unit be party to a collective bargaining contract. Guild jurisdiction shall be covered by a single contract with provisions uniform for all departments. Where one division of the Guild's jurisdiction is already under contract, the other division shall be covered by a contract supplemental to the existing contract and expiring at the same time.

2. *WORK WEEK: The work week in any contract shall consist of no more than five days of eight hours each.*

3. *HOLIDAYS: Contracts shall provide for holidays.*

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9. SICK LEAVE: Sick, disability and maternity leave with full pay shall be granted all employes.

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13. *CALL-BACK: When the "call-back" practice becomes a problem in any local contractual provision should be made to check its abuse.*

14. OVERLAPPING OF JOBS: Any tendency to speed up work or reduce employment by assigning employes to double jobs, such as having photographers act as reporters and vice versa, should be prevented by contract action where it arises.

15. STRUCK WORK: Locals should extend the practice of inserting in contracts a clause providing that no employe be required to handle struck work or work destined for struck departments of any publisher or wire or photo service.

16. IRREGULAR EMPLOYMENT: Locals should attempt to eliminate part time, temporary, and space employment, or restrict it by placing a percentage pay premium on such employment. Such employes should be subject to all other working conditions established in the contract.

17. CLASSIFICATIONS: Locals should avoid permitting substandard wage minimums through the creation of false differentiation in jobs. Locals should avoid writing into contracts pay minimums under-cutting actual standards existing for a particular classification. All Guilds are urged to include in or attach to their contracts definitions of classification titles.

18. BY-LINES: The right of employes to be protected against use of by-lines without permission should be covered by contracts.

19. STOCK BUYING PLANS: The ANG opposes stock issuance plans of publishers which require that employes purchase stock in the paper. Local Guilds shall be required to report such plans to the IEB.

20. *CONTRIBUTED WORK: Locals should seek elimination of practice by press agents or free lance agents of reporting, writing and photographing material for publication which properly is the province of editorial employes. This recommendation proposes no infringement on the legitimate scope of press agent or free lance agent in providing information on matters whose publicizing is the occupation of the press agent or free lance agent involved. The committee recommends further that no work shall be performed in any category of service or employment except by employes.*

Defense Training Positions For Jobless Guildsmen Seen

Unemployed Guildsmen should consider the possibility of obtaining jobs through the National Defense Advisory Commission and in the Commission's vocational training courses, the Guild Placement Service advised in a bulletin just sent out.

The bulletin said that all unemployed Guildsmen should register immediately with the nearest office of the United States Employment Service.

The CIO is also asking all its affiliates to see that they get a voice in the training programs which are planned first, for the retraining of workers now unemployed or employed out of their skills, and second, for the training of new workers to be available as the need becomes clear.

Many workers who have despaired of returning to their own craft or profession may find in the training program an opportunity to enter a new field of work, the CIO pointed out.

MANUAL ON TRIAL PROCEDURE URGED

Membership Appeals Committee Plan Is Adopted; IEB Is Upheld in Action on L. A. Expulsions

The following is the text of the report of the Committee on Membership Appeals which was approved by the Convention and omitted from the July 19 REPORTER *for lack of space:*

The Committee on Membership Appeals report has three sections.

The first is a report of committee findings on an appeal by four former members of the Los Angeles Newspaper Guild from a decision of the IEB to which they had appealed a disciplinary case upon which trial had been held by the Los Angeles local.

The second is a report of committee findings on an appeal of Daniel Keleher from a decision of the IEB to which he had appealed a disciplinary case.

The third is a recommendation of the committee, based upon its experience at this Convention, that the committee feels should be adopted to facilitate efficient and prompt action by future Committees on Membership Appeals and assure that the various steps in the handling of all disciplinary cases, from their inception to final decision by the ANG Convention, shall be both legally unassailable, orderly and accord the person charged his full legal rights.

Five of the six members of the committee have attended all sessions of the committee. R. A. C. Ballantyne of Montreal, the sixth member, was unable to meet regularly with the committee because of other Convention duties, and so has refrained from voting on any of the matters contained in the committee report.

LOS ANGELES APPEAL

This appeal comes before the Convention as an appeal by Stanley N. Hope, Ivan J. Deach, Rena M. Vale and Dorothy F. Tait, former members of the Los Angeles Newspaper Guild (Federal Writers Project Unit) from a unanimous decision of the IEB, dated December 2-3, 1939, which sustained the action of the Los Angeles local in expelling them and seven others from membership, but giving them the right to re-apply for membership after a sixty-day period subject to their qualifying under the constitutional requirements of the ANG.

The facts briefly are these: On Nov. 14, 1938, the Executive Board of the Los Angeles Guild elected a negotiating committee to negotiate on behalf of the Guild unit on the Federal Writers Project, instructing them to confer with the unit, determine its demands and proceed to negotiate for them; at the same time the board censured a so-called "coordinating committee" of the project as an outlaw organization and instructed the negotiations committee not to deal with it; the negotiations committee met with the project unit the next day, informing the unit of the executive committee action setting up a negotiations committee and offering its services to the unit in accordance with the empowering resolution; the unit voted "to reject the services of this committee" until the executive board's action of the previous evening be "rescinded"; this vote was taken after warning by the chairman of the negotiations committee not to take such action and that if it were taken he would recommend to the Guild that those voting not to accept the negotiations committee be considered as having withdrawn from the Guild; in a roll call vote the appellants and the seven others who do not appeal voted in favor of the motion to reject; subsequently one or more of the appellants sought to have the local rescind the resolution, but they were unsuccessful in this; no appeal from the action of the local in refusing to rescind the executive Board's action was taken.

Three Charges Filed

Subsequently, and arising out of this situation, three charges were duly filed against the appellants. The appellants were found guilty of them by a trial board duly selected and after a proper trial. The decision of the trial board was affirmed by the representative assembly and subsequently by the membership of the Los Angeles Guild. Their expulsion then took effect.

An appeal was taken to the IEB. This appeal, dated May 8, 1939, raised two questions: That the sentence in itself was "*prima facie* evidence of bad faith on the part of the trial board," and that the evidence did not warrant the findings of the trial board. The IEB sustained the appeal on two of the charges, dismissed it on the remaining charge and did not alter the disciplinary action. The appellants, in accordance with the instructions of the IEB, filed an appeal to this Convention from the portion of the IEB decision which sustained the Los Angeles local on the third charge. The Los Angeles local filed no appeal.

The charge on which the Los Angeles Guild was sustained under sub-sections (c) and (k) of Section 1, Article XII of the ANG Constitution charged that each of the appellants did "vote to reject duly authorized negotiating committee elected by the Executive Board of the Los Angeles Newspaper Guild and to refuse to discuss the problems of the Guild unit on the Federal Writers' Project with said committee; such vote being in purpose and in fact a withdrawal of designation of the Guild as his collective bargaining agency." For convenience, this will henceforth be referred to as Charge III.

Trial Constitutional

In sustaining the action of the local on this charge the IEB found the following: That the order of the executive board of the Los Angeles Guild, instituting the negotiations committee, was a lawful order; that the appellants had failed to comply with this order; that in so doing, under the circumstances of the case, the appellants had, in fact, withdrawn their designation of the Guild as their collective bargaining representative; and that all of the trial proceedings and other proceedings leading to the expulsion were in accordance with the constitutional provisions of the ANG and without violation of any rights of the appellants. Specifically the IEB found that the sentence imposed was not *prima facie* evidence of bad faith and that there was ample evidence in the record to support the findings.

The appellants set forth as their grounds for appeal from the ruling of the IEB that the IEB erred in: (1) refusing to admit as evidence competent testimony submitted by appellants in their appeal to said IEB; (2) refusing to consider the element of prejudice in proceedings and findings of the local trial board; (3) bringing a verdict of guilty on Charge III after reversing the decisions of the local trial board on Charges I and II, in that the accusations contained therein provide the basis for the formation of the "negotiating committee," the conditional rejection of which by appellants now constitutes the only ground for their expulsion from the Guild; (4) assuming a false premise upon which to base a finding of guilty on Charge III.

Grounds (1), (3) and (4) are specifically directed to the action of the IEB and are properly before the Convention.

Ground (2) relating to alleged prejudice in the trial proceedings was not raised before the IEB and is not properly before the Convention as a ground of appeal.

Evidence Is Lacking

Nevertheless the IEB, after considering the record properly before it, found allegations of but no proof of such prejudice. We find no error in this action of the IEB. We wish here to point out that a trial board was duly selected with no objection by the appellants; that the procedure before the trial board was fair and not in violation of any constitutional provision; that the representative assembly and the Los Angeles Guild in unchallenged procedures sustained the trial board. While the transcript, alleged to have been taken stenographically by one appellant, was not properly before the IEB and was rejected by it, the appellants did not call to the attention of the Convention, either in their written or oral argument on their appeal, any alleged evidence reported in that transcript which indicated proof of prejudice.

At the committee sessions Mr. Ivan J. Deach, representing himself and claiming to represent the three other appellants, appeared twice and was fully heard. He stated that he had no constitutional objection to the trial procedure and that essentially the appeal raised a question of fact, the appellants claiming that the evidence supported a finding that there was no intention to withdraw the bargaining agency and that the rejection of the negotiations committee was merely contingent on the local's rescinding its action of censure.

The committee, however, decided to consider all the grounds properly raised on the appeal. The Los Angeles local did not appear before the committee. The IEB did not appear before the committee.

The committee limited its consideration to Charge III. The IEB's action on Charges I and II in reversing the Los Angeles local was favorable to the appellants and the Los Angeles local took no appeal. In its consideration the committee studied the entire record before the IEB, the IEB decision, the notice of appeal to this Convention, a written statement filed in support of the appeal, and the oral argument of Mr. Deach.

Record Is Studied

This committee did not conceive that its duty was to re-try this case or to weigh the evidence. It supports the position of the IEB that its function was to determine whether all the procedures taken in this case were in accordance with the ANG Constitution, were fair to the appellants, and whether there was substantial evidence to support the findings of the trial board and Los Angeles Guild.

The grounds for appeal (1), (3) and (4) have been considered separately by the committee and diligent search made of the entire record to ascertain if they were meritorious and warranted reversal by this Convention of the IEB's decision sustaining Charge III. We hereby summarize the conclusions resulting from the committee's study and deliberations.

Ground of appeal (1): We find that the IEB committed no error in refusing to consider as part of the record the alleged transcript of the hearing taken by one of the appellants and support its reasoning. We find further that the IEB, from the record before it, had ample evidence for its conclusions without reference to this transcript. Furthermore, the appellants did not call our attention to any part of this transcript which showed any error in the findings of the IEB.

Ground of appeal (3): In effect the appellants contend that the reversal of Charges I and II necessarily call for a reversal on Charge III as well. They claim that no negotiations committee would have been created but for the alleged acts of the appellants set forth in Charges I and II. We find that this is not necessarily so. We further hold that the motive or causation for the order of the local setting up the negotiations committee is not material in view of the IEB findings, which we support, that this order was lawful and consequently it was the duty of the appellants to comply therewith.

Subject to Discipline

Ground of appeal (4): The appellants take the position that the IEB decision was based upon a "false premise" because the IEB found that the appellants took no appeal from the order appointing the negotiations committee. We find, in the first place, that the IEB decision is not essentially based upon this premise. We find further that the premise was not false. The appellants confuse their attempts to obtain a recision of the motion appointing a negotiations committee with the appeal method provided by the ANG Constitution. Upon their failure to obtain a recision of this motion, if they believed it improper or unconstitutional, they had recourse to appeal which ultimately would have brought the order in question before the IEB, and perhaps this Convention, for decision. Their motion to rescind was not such an appeal. It was merely an unsuccessful effort to change a lawful order of the Los Angeles Guild acting through its executive committee. This attempt to rescind was no justification for failure to comply or for disobedience. The rejection of the committee, while conditional in form, was properly found to be absolute. The condition was not a legal or proper one. In effect it required the Los Angeles Guild to repudiate a part of its action before the appellants would obey a lawful order. This the appellants had no right to do. Furthermore, the "conditional" action became absolute, even on the appellants' version, when the Los Angeles Guild refused to rescind its action. They refused to obey at their own peril, relying on the possible recision of the motion or on its unconstitutionality. The motion was not rescinded. It was constitutional and proper. The appellants were therefore subject to discipline for their admitted refusal to comply.

For the reasons set forth herein and in the decision of the IEB and on the entire record we find unanimously that there is no merit to the pending appeal. We find that the procedure in the case was in accord with the ANG Constitution, that it was fair to the appellants, and that there was evidence to support the local's action. We therefore recommend that the appeal be dismissed.

KELEHER CASE

This matter comes before the Convention on an appeal from Daniel Keleher from a decision of the IEB made Feb. 3, 1940, which sustained the imposition of a fine of $150 which included approximately $35 due and owing for dues and assessments; said fine was imposed by the Hudson County Newspaper Guild as a reinstatement fee after expulsion because Keleher, while chairman of the Bayonne Times Unit Strike Committee and before the strike ended, left the strike to accept employment with the Associated Press in New York, without consent of the unit. The appeal includes also a request for reimbursement of $50 which Keleher paid to the Court of Chancery of New Jersey as a fine for violating an injunction while engaged in strike activity, which injunction prohibited the use of a sound truck. Subsequently, Keleher obtained employment on the Philadelphia Inquirer, a Guild shop paper. The evidence shows that when he obtained employment in Philadelphia on the Inquirer, he failed to disclose his past membership in Bayonne. His past Guild membership record was disclosed accidentally when the story of the chancery fine was published.

This appeal filed with the IEB raised no question of challenging the propriety of the procedure resulting in the fine. However, the question was raised that the fine was excessive and that the appellant was further punished unduly by being compelled to pay the $50 Court of Chancery fine.

The IEB acted within its powers in dismissing this appeal. However, this committee believes that some action should be taken by the Convention on the facts before the committee. While the fine of the Bayonne Guild is fully justified, the committee believes that, no Guild member should be penalized for service during a strike period. The committee therefore recommends that the decision of the IEB be modified as follows:

1. That the $150 fine of the Bayonne Guild be sustained, without however including therein the arrearages of dues and assessments owed by Keleher.

2. That the IEB reimburse Keleher for the $50 which he paid as a fine in the Court of Chancery of New Jersey for using the sound truck in view of the fact that the fines levied against five other strikers were paid by the IEB at the request of the local.

3. That from this $50 there be deducted all dues and assessments owed by Keleher and previously included in the $150 fine, which dues and assessments amount to approximately $35.

4. That the said sum of $35 be allocated to the Hudson County Guild and ANG in accordance with the customary distribution of such funds.

The committee recommends this modification of the decision to emphasize the fact that Keleher and no other Guild striker in the future should be punished for advancing the cause of a Guild strike, at the same time supporting fully the action of the local in imposing the fine in the circumstances of this case.

RECOMMENDATIONS

The Committee on Membership Appeals has found itself handicapped in its deliberations at this session by lack of information on procedure. It has discovered that no appeals have been heard at previous Conventions. It was faced with the necessity of discovering for itself the exact scope of its duties and the necessary steps to be taken to guarantee review of the cases in a just, impartial and thorough manner. Correct and legal procedure under the Constitution of the American Newspaper Guild in all cases of membership trial is of primary importance, particularly in view of the fact that recourse can be had to the civil courts by appellants who believe they have not had proper hearing. With these thoughts in mind, the Committee on Membership Appeals makes these three recommendations which it believes should receive the careful consideration of the IEB:

1. A proper manual of trial procedure should be prepared and made available to all locals and officers. This should be prepared by a competent attorney, who should keep always in mind that he is writing for the instruction of laymen. It should give in detail exact procedure to be followed in trial before a local, and in the several steps in the prosecution of an appeal. It should be more than a recital of the constitutional provisions. It should be a detailed plan of procedure and should cover, insofar as possible, all possible situations with special attention to the pitfalls which are ever present in matters of this kind and which might serve to upset the entire proceedings.

2. The committee recommends particularly that in all disciplinary cases, local officers be directed to keep and preserve full and complete reports of each and every action having any bearing, regardless of how slight, upon such disciplinary action. It further urges that recourse be had to legal coun-

(Continued on Page Eight)

LongRange Associate Plan Set

The following is a condensed version of the report of the IEB Committee on Associate Membership which was approved by the Committee on Education and Associate Membership and by the Convention:

. . . This committee has come to the conclusion that our approach to associate membership in the past has not been realistic or designed to do more than keep the problem alive from Convention to Convention. Experience has shown that proposals made last year are not at this time practical. We believe that before any real organizing campaign for associate members can succeed, a certain amount of groundwork must be laid, and we therefore propose a long-range strategy which may not bear fruit immediately but which we think indispensable for the eventual success of an associate membership. At the same time, we wish to encourage the continued activity of units already in existence and the building of associate units by interested locals.

Our recommendations are divided into two categories: One, an educational campaign which does not directly attempt to organize, but to propagandize, and, Two, methods of helping the associate units already organized.

1. An educational campaign must be directed three ways: to students in schools of journalism and on college papers, to teachers of journalism, and to locals. We suggest, first, that the Guild print a pamphlet by some prominent newspaperman telling the story of the Guild in a human, dramatic fashion. It should take advantage of the glamour of our profession in telling the Guild's story. This pamphlet would be distributed to all schools of journalism. It should also, incidentally, prove useful in organizing and education of some of our own membership.

Book May Sell Itself

We propose a book to be written by Guild members on their experiences as newspaper men and as Guild members. The book need not necessarily be sponsored by the Guild but by a group of newspapermen themselves. We feel sure that a publisher could be interested in such a book if we were able to enlist enough of the "name" writers who are Guild members. The book would sell itself to all journalism schools and college libraries. We are well aware that this proposal will be difficult to carry out and will require attention and patience, but we think it deserves serious consideration.

We propose that the Guild arrange informal meetings with the Teachers Union so that a direct contact can be established with teachers in some of the journalism classes. It has been our experience that most associate units are started where some teacher is himself a member and interested in seeing his students belong.

We propose that a special pamphlet aimed at Guild members on the associated subject might be issued if and when finances permit. This pamphlet would detail ways and means by which locals can work with associate member units and attempt to interest locals in the building up of an associate membership.

Successful Units

Successful associate units have been built in at least two locals, New York and San Francisco. There are units in several other locals, but as far as we could learn, these do not function for various reasons. We believe the success of the New York and San Francisco units is based not on selling of direct economic benefits but of finding ways and means of making the unit important and interesting and a part of the campus life. . . .

2. We propose a Broun memorial award for the best college newspaper "job" of the year modeled after that which is proposed for working newspaper men and women. Professors at the schools of journalism should be asked to judge the work of their students and submit a candidate for the award to a national judging committee to be established by the Guild. Such an award would serve the double purpose of interesting the students and the professors as well since both would have a part in that award. We offer simply as a suggestion that the award might consist of a two or three week summer job on THE GUILD REPORTER.

We recommend that an associate member, on becoming ineligible, may continue at his or her request to receive the THE GUILD REPORTER for six months thereafter. We also propose that ineligibles may continue to attend their associate unit meetings with a voice but without a vote for six months after graduation or until he or she obtains employment or becomes eligible for Guild Membership. Active associate members have assured us that such a privilege would help greatly in organizing, particularly among senior students.

This Committee believes a number of changes should be made in the constitutional provisions concerning associate membership. We urge these changes because we believe experience has shown that associate members should be in a regular local where they can feel a much closer link to the organization and will take more interest in Guild activities. It would also make certain that the policies and the constitution of the Guild are being followed by the associate membership.

Change Section 2 of Article XI to read "Associate members shall belong to the nearest local in the area in which their institution is located."

Section 1, Article XI, eliminate the words "or associate locals."

Section 2, Article XI, eliminate the sentence "Where their institution is not in the territory of any chartered local an associate local of not fewer than five members may be chartered by the IEB."

Eliminate Sections 6, 7 and 8 of Article XI.

Lastly, we recommend that a permanent committee be appointed to supervise and advise associate members and to be responsible for putting into effect any proposals of recommendations made by the Convention Committee on Associate Membership. This committee, we believe, should consist of Guild members and one or two Associate Members.

Revised Bargaining Program

The following are the revised Collective Bargaining Program and Recommendations as approved by the Convention. The changes are printed in italics:

Program

A contract between the Guild and a publisher is a listing of the rights and privileges—other than the rights already adequately protected by law—which are guaranteed to the employes by the publisher. Statements of the legal rights and prerogatives of the publisher have no place in the contract, nor is any contract language permissible which implies that acts of individual employes can be construed as contract violations.

1. FORM: Parties to any contract shall be the local Guild or the ANG, on the one hand, and the publisher or publishers on the other. In no event shall a unit be party to a collective bargaining contract. Guild jurisdiction shall be covered by a single contract with provisions uniform for all departments. Where one division of the Guild's jurisdiction is already under contract, the other division shall be covered by a contract supplemental to the existing contract and expiring at the same time.

2. *WORK WEEK: The work week in any contract shall consist of no more than five days of eight hours each.*

3. *HOLIDAYS: Contracts shall provide for holidays.*

4. OVERTIME: Compensation for overtime shall be in cash on the basis of not less than time and a half. A true record of all overtime shall be kept by the publisher.

5. MINIMUM WAGES: Minimum wages shall be established for all categories of employes covered by the contract, and such that they will not injure the collective bargaining position of another local or the ANG.

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16. *NATIONAL EMERGENCY: It is important that locals obtain contractual protection for individuals who leave their jobs for service in the armed forces of the United States or their adjuncts.*

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13. *CALL-BACK: When the "call-back" practice becomes a problem in any local contractual provision should be made to check its abuse.*

14. OVERLAPPING OF JOBS: Any tendency to speed up work or reduce employment by assigning employes to double jobs, such as having photographers act as reporters and vice versa, should be prevented by contract action where it arises.

15. STRUCK WORK: Locals should extend the practice of inserting in contracts a clause providing that no employe be required to handle struck work or work destined for struck departments of any publisher or wire or photo service.

16. IRREGULAR EMPLOYMENT: Locals should attempt to eliminate part time, temporary, and space employment, or restrict it by placing a percentage pay premium on such employment. Such employes should be subject to all other working conditions established in the contract.

17. CLASSIFICATIONS: Locals should avoid permitting substandard wage minimums through the creation of false differentiation in jobs. Locals should avoid writing into contracts pay minimums under-cutting actual standards existing for a particular classification. All Guilds are urged to include in or attach to their contracts definitions of classification titles.

18. BY-LINES: The right of employes to be protected against use of by-lines without permission should be covered by contracts.

19. STOCK BUYING PLANS: The ANG opposes stock issuance plans of publishers which require that employes purchase stock in the paper. Local Guilds shall be required to report such plans to the IEB.

20. *CONTRIBUTED WORK: Locals should seek elimination of practice by press agents or free lance agents of reporting, writing and photographing material for publication which properly is the province of editorial employes. This recommendation proposes no infringement on the legitimate scope of press agent or free lance agent in providing information on matters whose publicizing is the occupation of the press agent or free lance agent involved. The committee recommends further that no work shall be performed in any category of service or employment except by employes.*

Defense Training Positions For Jobless Guildsmen Seen

Unemployed Guildsmen should consider the possibility of obtaining jobs through the National Defense Advisory Commission and in the Commission's vocational training courses, the Guild Placement Service advised in a bulletin just sent out.

The bulletin said that all unemployed Guildsmen should register immediately with the nearest office of the United States Employment Service.

The CIO is also asking all its affiliates to see that they get a voice in the training programs which are planned first, for the retraining of workers now unemployed or employed out of their skills, and second, for the training of new workers to be available as the need becomes clear.

Many workers who have despaired of returning to their own craft or profession may find in the training program an opportunity to enter a new field of work, the CIO pointed out.

MANUAL ON TRIAL PROCEDURE URGED

Membership Appeals Committee Plan Is Adopted; IEB Is Upheld in Action on L. A. Expulsions

The following is the text of the report of the Committee on Membership Appeals which was approved by the Convention and omitted from the July 19 REPORTER for lack of space:

The Committee on Membership Appeals report has three sections.

The first is a report of committee findings on an appeal by four former members of the Los Angeles Newspaper Guild from a decision of the IEB to which they had appealed a disciplinary case upon which trial had been held by the Los Angeles local.

The second is a report of committee findings on an appeal of Daniel Keleher from a decision of the IEB to which he had appealed a disciplinary case.

The third is a recommendation of the committee, based upon its experience at this Convention, that the committee feels should be adopted to facilitate efficient and prompt action by future Committees on Membership Appeals and assure that the various steps in the handling of all disciplinary cases, from their inception to final decision by the ANG Convention, shall be both legally unassailable, orderly and accord the person charged his full legal rights.

Five of the six members of the committee have attended all sessions of the committee. R. A. C. Ballantyne of Montreal, the sixth member, was unable to meet regularly with the committee because of other Convention duties, and so has refrained from voting on any of the matters contained in the committee report.

LOS ANGELES APPEAL

This appeal comes before the Convention as an appeal by Stanley N. Hope, Ivan J. Deach, Rena M. Vale and Dorothy F. Tait, former members of the Los Angeles Newspaper Guild (Federal Writers Project Unit) from a unanimous decision of the IEB, dated December 2-5, 1939, which sustained the action of the Los Angeles local in expelling them and seven others from membership, but giving them the right to re-apply for membership after a sixty-day period subject to their qualifying under the constitutional requirements of the ANG.

The facts briefly are these: On Nov. 14, 1938, the Executive Board of the Los Angeles Guild elected a negotiating committee to negotiate on behalf of the Guild unit on the Federal Writers Project, instructing them to confer with the unit, determine its demands and proceed to negotiate for them; at the same time the board censured a so-called "coordinating committee" of the project as an outlaw organization and instructed the negotiations committee not to deal with it; the negotiations committee met with the project unit the next day, informing the unit of the executive committee action setting up a negotiations committee and offering its services to the unit in accordance with the empowering resolution; the unit voted "to reject the services of this committee" until the executive board's action of the previous evening be "rescinded"; this vote was taken after warning by the chairman of the negotiations committee not to take such action and that if it were taken he would recommend to the Guild that those voting not to accept the negotiations committee be considered as having withdrawn from the Guild; in a roll call vote the appellants and the seven others who do not appeal voted in favor of the motion to reject; subsequently one or more of the appellants sought to have the local rescind the resolution, but they were unsuccessful in this; no appeal from the action of the local in refusing to rescind the executive board's action was taken.

Three Charges Filed

Subsequently, and arising out of this situation, three charges were duly filed against the appellants. The appellants were found guilty of them by a trial board duly selected and after a proper trial. The decision of the trial board was affirmed by the representative assembly and subsequently by the membership of the Los Angeles Guild. Their expulsion then took effect.

An appeal was taken to the IEB. This appeal, dated May 8, 1939, raised two questions: That the sentence in itself was "*prima facie* evidence of bad faith on the part of the trial board," and that the evidence did not warrant the findings of the trial board. The IEB sustained the appeal on two of the charges, dismissed it on the remaining charge and did not alter the disciplinary action. The appellants, in accordance with the instructions of the IEB, filed an appeal to this Convention from the portion of the IEB decision which sustained the Los Angeles local on the third charge. The Los Angeles local filed no appeal.

The charge on which the Los Angeles Guild was sustained under sub-sections (c) and (k) of Section 1, Article XII of the ANG Constitution charged that each of the appellants did "vote to reject duly authorized negotiating committee elected by the Executive Board of the Los Angeles Newspaper Guild and to refuse to discuss the problems of the Guild unit on the Federal Writers' Project with said committee; such vote being in purpose and in fact a withdrawal of designation of the Guild as his collective bargaining agency." For convenience, this will henceforth be referred to as Charge III.

Trial Constitutional

In sustaining the action of the local on this charge the IEB found the following: That the order of the executive board of the Los Angeles Guild, instituting the negotiations committee, was a lawful order; that the appellants had failed to comply with this order; that in so doing, under the circumstances of the case, the appellants had, in fact, withdrawn their designation of the Guild as their collective bargaining representative; and that all of the trial proceedings and other proceedings leading to the expulsion were in accordance with the constitutional provisions of the ANG and without violation of any rights of the appellants. Specifically the IEB found that the sentence imposed was not *prima facie* evidence of bad faith and that there was ample evidence in the record to support the findings.

The appellants set forth as their grounds for appeal from the ruling of the IEB that the IEB erred in: (1) refusing to admit as evidence competent testimony submitted by appellants in their appeal to said IEB; (2) refusing to consider the element of prejudice in proceedings and findings of the local trial board; (3) bringing a verdict of guilty on Charge III after reversing the decisions of the local trial board on Charges I and II, in that the accusations contained therein provide the basis for the formation of the "negotiating committee," the conditional rejection of which by appellants now constitutes the only ground for their expulsion from the Guild; (4) assuming a false premise upon which to base a finding of guilty on Charge III.

Grounds (1), (3) and (4) are specifically directed to the action of the IEB and are properly before the Convention.

Ground (2) relating to alleged prejudice in the trial proceedings was not raised before the IEB and is not properly before the Convention as a ground of appeal.

Evidence Is Lacking

Nevertheless the IEB, after considering the record properly before it, found allegations of but no proof of such prejudice. We find no error in this action of the IEB. We wish here to point out that a trial board was duly selected with no objection by the appellants; that the procedure before the trial board was fair and not in violation of any constitutional provision; that the representative assembly and the Los Angeles Guild in unchallenged procedures sustained the trial board. While the transcript, alleged to have been taken stenographically by one appellant, was not properly before the IEB and was rejected by it, the appellants did not call to the attention of the Convention, either in their written or oral argument on their appeal, any alleged evidence reported in that transcript which indicated proof of prejudice.

At the committee sessions Mr. Ivan J. Deach, representing himself and claiming to represent the three other appellants, appeared twice and was fully heard. He stated that he had no constitutional objection to the trial procedure and that essentially the appeal raised a question of fact, the appellants claiming that the evidence supported a finding that there was no intention to withdraw the bargaining agency and that the rejection of the negotiations committee was merely contingent on the local's rescinding its action of censure.

The committee, however, decided to consider all the grounds properly raised on the appeal. The Los Angeles local did not appear before the committee. The IEB did not appear before the committee.

The committee limited its consideration to Charge III. The IEB's action on Charges I and II in reversing the Los Angeles local was favorable to the appellants and the Los Angeles local took no appeal. In its consideration the committee studied the entire record before the IEB, the IEB decision, the notice of appeal to this Convention, a written statement filed in support of the appeal, and the oral argument of Mr. Deach.

Record Is Studied

This committee did not conceive that its duty was to re-try this case or to weigh the evidence. It supports the position of the IEB that its function was to determine whether all the procedures taken in this case were in accordance with the ANG Constitution, were fair to the appellants, and whether there was substantial evidence to support the findings of the trial board and Los Angeles Guild.

The grounds for appeal (1), (3) and (4) have been considered separately by the committee and diligent search made of the entire record to ascertain if they were meritorious and warranted reversal by this Convention of the IEB's decision sustaining Charge III. We hereby summarize the conclusions resulting from the committee's study and deliberations.

Ground of appeal (1): We find that the IEB committed no error in refusing to consider as part of the record the alleged transcript of the hearing taken by one of the appellants and support its reasoning. We find further that the IEB, from the record before it, had ample evidence for its conclusions without reference to this transcript. Furthermore, the appellants did not call our attention to any part of this transcript which showed any error in the findings of the IEB.

Ground of appeal (3): In effect the appellants contend that the reversal of Charges I and II necessarily call for a reversal on Charge III as well. They claim that no negotiations committee would have been created but for the alleged acts of the appellants set forth in Charges I and II. We find that this is not necessarily so. We further hold that the motive or causation for the order of the local acting up the negotiations committee is not material in view of the IEB findings, which we support, that this order was lawful and consequently it was the duty of the appellants to comply therewith.

Subject to Discipline

Ground of appeal (4): The appellants take the position that the IEB decision was based upon a "false premise" because the IEB found that the appellants took no appeal from the order appointing the negotiations committee. We find, in the first place, that the IEB decision is not essentially based upon this premise. We find further that the premise was not false. The appellants confuse their attempts to obtain a recision of the motion appointing a negotiations committee with the appeal method provided by the ANG Constitution. Upon their failure to obtain a recision of this motion, if they believed it improper or unconstitutional, they had recourse to appeal which ultimately would have brought the order in question before the IEB, and perhaps this Convention, for decision. Their motion to rescind was not such an appeal. It was merely an unsuccessful effort to change a lawful order of the Los Angeles Guild acting through its executive committee. This attempt to rescind was no justification for failure to comply or for disobedience. The rejection of the committee, while conditional in form, was properly found to be absolute. The condition was not a legal or proper one. In effect it required the Los Angeles Guild to repudiate a part of its action before the appellants would obey a lawful order. This the appellants had no right to do. Furthermore, the "conditional" action became absolute, even on the appellants' version, when the Los Angeles Guild refused to rescind its action. They refused to obey at their own peril, relying on the possible recision of the motion or on its unconstitutionality. The motion was not rescinded. It was constitutional and proper. The appellants were therefore subject to discipline for their admitted refusal to comply.

For the reasons set forth herein and in the decision of the IEB and on the entire record we find unanimously that there is no merit to the pending appeal. We find that the procedure in the case was in accord with the ANG Constitution, that it was fair to the appellants, and that there was evidence to support the local's action. We therefore recommend that the appeal be dismissed.

KELEHER CASE

This matter comes before the Convention on an appeal from Daniel Keleher from a decision of the IEB made Feb. 3, 1940, which sustained the imposition of a fine of $150 which included approximately $35 due and owing for dues and assessments; said fine was imposed by the Hudson County Newspaper Guild as a reinstatement fee after expulsion because Keleher, while chairman of the Bayonne Times Unit Strike Committee and before the strike ended, left the strike to accept employment with the Associated Press in New York, without consent of the unit. The appeal includes also a request for reimbursement of $50 which Keleher paid to the Court of Chancery of New Jersey as a fine for vfolating an injunction while engaged in strike activity, which injunction prohibited the use of a sound truck. Subsequently, Keleher obtained employment on the Philadelphia Inquirer, a Guild shop paper. The evidence shows that when he obtained employment in Philadelphia on the Inquirer, he failed to disclose his past membership in Bayonne. His past Guild membership record was disclosed accidentally when the story of the chancery fine was published.

This appeal filed with the IEB raised no question of challenging the propriety of the procedure resulting in the fine. However, the question was raised that the fine was excessive and that the appellant was further punished unduly by being compelled to pay the $50 Court of Chancery fine.

The IEB acted within its powers in dismissing this appeal. However, this committee believes that some action should be taken by the Convention on the facts before the committee. While the fine of the Bayonne Guild is fully justified, the committee believes that no Guild member should be penalized for service during a strike period. The committee therefore recommends that the decision of the IEB be modified as follows:

1. That the $150 fine of the Bayonne Guild be sustained, without however including therein the srrearages of dues and assessments owed by Keleher.

2. That the IEB reimburse Keleher for the $50 which he paid as a fine in the Court of Chancery of New Jersey for using the sound truck in view of the fact that the fines levied against five other strikers were paid by the IEB at the request of the local,

3. That from this $50 there be deducted all dues and assessments owed by Keleher and previously included in the $150 fine, which dues and assessments amount to approximately $35.

4. That the said sum of $35 be allocated to the Hudson County Guild and ANG in accordance with the customary distribution of such funds.

The committee recommends this modification of the decision to emphasize the fact that Keleher and no other Guild striker in the future should be punished for advancing the cause of a Guild strike, at the same time supporting fully the action of the local in imposing the fine in the circumstances of this case.

RECOMMENDATIONS

The Committee on Membership Appeals has found itself handicapped in its deliberations at this session by lack of information on procedure. It has discovered that no appeals have been heard at previous Conventions. It was faced with the necessity of discovering for itself the exact scope of its duties and the necessary steps to be taken to guarantee review of the cases in a just, impartial and thorough manner. Correct and legal procedure under the Constitution of the American Newspaper Guild in all cases of membership trial is of primary importance, particularly in view of the fact that recourse can be had to the civil courts by appellants who believe they have not had proper hearing. With these thoughts in mind, the Committee on Membership Appeals makes these three recommendations which it believes should receive the careful consideration of the IEB:

1. A proper manual of trial procedure should be prepared and made available to all locals and officers. This should be prepared by a competent attorney, who should keep always in mind that he is writing for the instruction of laymen. It should give in detail exact procedure to be followed in trial before a local, and in the several steps in the prosecution of an appeal. It should be more than a recital of the constitutional provisions. It should be a detailed plan of procedure and should cover, insofar as possible, all possible situations with special attention to the pitfalls which are ever present in matters of this kind and which might serve to upset the entire proceedings.

2. The committee recommends particularly that in all disciplinary cases, local officers be directed to keep and preserve full and complete reports of each and every action having any bearing, regardless of how slight, upon such disciplinary action. It further urges that recourse be had to legal counsel

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LABOR IN REVIEW

CIO "Boom" Continues With Many Organizing And Bargaining Gains Made; NRLB Shows Peace Record

The more bad names they call the CIO the more members it seems to get, if one may judge by what has happened in the last month. Its strikes are denounced as traitorous. Its leaders are called fifth columnists. Opponents argue that a "greedy" labor movement is sapping the strength of our national defense.

Yet the CIO organizing today looks like the "boom days" of 1937. July issues of the CIO NEWS and Federated Press carry an exceptional number of stories of organizing and bargaining successes. Not all the successes of every CIO union are reported to these two agencies but here are some that have been since July 1:

Organizing

The United Electrical, Radio and Machine Workers led the NLRB poll at the giant Frigidaire plant in Dayton, Ohio, with 3,926 votes. There will be a run-off.

The United Auto Workers now has more than 294,000 paid up members, an increase of over 100,000 since the first of the year.

The United Electrical, Radio and Machine Workers won NLRB elections in two important Westinghouse Electric plants in Bloomfield, N. J., and Mansfield, O., polling more than 3,200 votes.

The new CIO aircraft organizing committee had its first victory in a drive to organize 50,000 workers when it won the Vultee plant election in Los Angeles, Cal., 1,439 to 512.

Eight new SWOC lodges have been chartered in the Cleveland area and the Connecticut CIO council announced that nine new CIO locals had been formed in that state. The Transport Workers Union said it had chartered 16 new locals in recent weeks.

Five hundred Federal custodial workers in Washington abandoned the AFL for the CIO while in Everett, Wash., a local of the AFL Brotherhood of Pulp, Sulphite and Paper Workers "adjourned forever" in order to become a local of the CIO International Woodworkers by a vote of 249 to 170.

The Packing House Workers Organizing Committee won an election from an "independent" union in the Wilson plant at Albert Lea, Minn., getting more than 700 votes.

The United Furniture Workers won elections in three Chicago plants, getting some 300 votes to 40 for the AFL.

The Quarry Workers won a 244-2 vote in a plant at York, Pa.

The AFL has been winning elections, too, but not as many workers, according to NLRB figures for a six-week period up to July 15. The AFL won 30 elections, not all of them contested with the CIO. There were 1,636 votes cast for the AFL as contrasted with the 12,878 cast for the CIO in the 21 elections which it won.

Bargaining

Five thousand members of the Marine Cooks and Stewards of the West Coast won a 10 per cent wage boost and the eight-hour day.

After settling an 11-week strike with the United Rubber Workers, the General Tire Co. of Akron declared that it had "the best workers in the world" and that it was going to build a new five-story plant in Akron, thus setting at rest the old story that labor had made Akron a "ghost city."

Eight new contracts were signed in one week in Detroit by the SWOC.

The Marine and Shipbuilding Workers Union won $618,000 in wage boosts for 3,000 workers in a new contract with the Federal Shipbuilding and Drydock Co. at Kearney, N. J.

Twenty-five thousand aluminum workers won $1,400,000 in wage boosts as the result of a brief strike.

Thirteen Utah companies signed a contract with the Mine, Mill and Smelter Workers calling for $385,000 in wage increases after the 12 locals involved had voted 4,000 to 700 to strike.

Five-dollar raises were won for 1,800 coastwise seamen by the National Maritime Union.

The PWOC signed its 14th contract with Armour and Co., covering 300 more packing house workers in Chicago.

The United Cannery Workers won their first "union shop" contract with a cannery when they signed with a San Diego (Cal.) plant. Another "first" was achieved by the United Retail and Wholesale Employes union when it obtained its initial contract with the Kresge 5-and-10 chain in Flint, Mich.

Pay increases were won by the Fur Workers in Toronto; the United Rubber Workers in Erie, Pa.; the SWOC in Reading, Pa.; the Amalgamated Clothing Workers with Kaylon, large pajama manufacturers in Baltimore.

Wage increases were won for 800 American Communications Association members when they returned to work at the Radio Corporation of America Communications in New York and San Francisco after an 11-day lockout. Progress is also being made in negotiations for a contract which were resumed after the lockout ended. The Guild, through the IEB finance committee, donated $25 to aid the ACA's fight against the lockout.

The NLRB Record

The most frequent charge made against the Wagner Act and the NLRB is that they have promoted industrial strife. But it doesn't jibe with the facts, according to a recent release from the NLRB.

Since the act became a law on July 5, 1935, the NLRB has handled 27,555 cases involving more than 6,000,000 workers and of 24,338 closed cases 92 per cent were informally settled, dismissed or withdrawn without the NLRB having to force a court fight. The other 8 per cent were closed by compliance with NLRB decisions or court orders.

In the five-year period the NLRB has settled 2,045 strikes and averted 824 threatened strikes. More than 270,000 workers have been reinstated after strikes and lockouts were settled by Board intervention.

Almost 2,000,000 workers have had disputes settled by consent elections or by informal negotiations. More than 2,000,000 workers were involved in cases that were dismissed by the Board or withdrawn by the complaining unions.

FLSA No Bottleneck

The Wage-Hour Act has also been kicked around considerably, and if anything with increasing vigor since the defense drive began. It is charged that the Wage-Hour Division is a "bottleneck" in industrial production, particularly through its restrictions on apprentices, but Col. Philip B. Fleming, its administrator, says "no" and offers some facts to support his point.

"The Wage and Hour Division," he said, "stands ready and willing to give prompt service on all applications for apprentice certificates presented in accordance with requirements that have been laid down. These are only necessary when employers seek to employ apprentices at less than 30 cents an hour—a situation that will seldom be found in those skills being called upon at the so-called 'bottlenecks.'

"Since the FLSA became effective on Oct. 24, 1938, only 87 applications for apprentice certifications have been filed and all of these have been approved. The reason for this is obvious. In most apprenticeable trades the starting rate for apprentices is higher than the 30-cent minimum of the Wage and Hour law!"

Defense and Jobs

There may be a "war boom" developing but it won't wipe out or even cut in half our unemployment, according to the July "CIO Economic Outlook."

"The best guesses around Washington," says the Outlook, "seem to be that without substantial plant expansion in the national defense industries roughly one million additional men may be employed within the next fiscal year. Further guesses are that expansion of these industries will employ about 500,000 construction and allied workers. Most of this additional capacity will not be put into operation for 9 to 12 months.

"Therefore the best rough guess is that during the next 12 months we will re-employ directly about 1½ million workers. It is possible that an additional million workers may secure employment in other work. . . . Thus next June perhaps 2½ million more persons will be working than this past June."

Here and There

Guildsmen who rode Louisville & Nashville R.R. trains to Memphis will be glad to know that an 18-year-old company union in that railroad's shops has come to an end as the result of an election won by five AFL craft unions. . . . The constitutionality of Minnesota's "labor law," enacted last year by a Republican legislature, has been challenged in the courts by CIO steel workers. . . .

The trial of 15 officials and employes of the Fitzgerald Cotton Mills, charged with conspiracy to deprive union workers of civil liberties has started in Waycross, Ga. Kidnapings and beatings are charged against the defendants who also closed their plant in an effort to break the union. . . . More than 2,000 employers have asked their workers to sign excerpts from the Espionage Act, by which they promise to hold themselves responsible for obeying the act. Union spokesmen charge that this is a form of intimidation to discourage workers from joining a union. . . .

Despite the LaFollette Committee's exposure of its activities against unions, the William J. Burns International Detective Agency has had its license renewed by New York state. . . . Vice Chancellor Maja Leon Berry, of New Jersey, well known to Guildsmen, has coined a new word for pickets . . . he called them "intermeddlers" in granting an injunction against the ILGWU in Long Branch, N. J.

THE GUILD REPORTER

Copyright, 1940, by the American Newspaper Guild

Editor: Clyde Beals
Assistant Editor: John Dunn

". . . 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 ANC 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.

GUILD REPORTER deadlines: Issue of the 15th—Letters and features, 7th of the month; news and ads, 8th; news bulletins, 9th. Issue of the 1st—Letters and features, 22nd; news and ads, 23rd; news bulletins, 24th.

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Trial Manual Urged

(Continued from Page Seven)

sel from time to time as the steps in the procedure are taken so that any errors may be prevented and that the defendants are assured their full rights because these procedures, especially in view of the increasing number of Guild shops, may end up in the courts. It is easier to correct procedures while they are going on than to explain away to a court any flaws in the procedure.

3. As this committee is in effect a committee to review, it is charged with the duty of considering carefully the legality of the steps taken in such trial cases and of discovering if the findings of locals and the IEB are based upon the facts and claims presented. This is an exhaustive duty, requiring much time. It is therefore urged that the IEB prepare for submission to this committee immediately as it is legally constituted by the Convention (a) a list of cases appealed to the Convention; (b) all papers pertaining thereto; (c) in the event that a manual of procedure has not been prepared as above required, comprehensive instructions prepared by an attorney for the guidance of this committee and embracing in simple language a discussion of the duties of the committee, the procedure it shall follow, the scope of its investigation and the form of the findings it is required to make.

It is the belief of this committee that compliance with these suggestions will make for smooth and intelligent functioning of the Committee on Membership Appeals at future Conventions, will permit them to begin their deliberations without delay and will assure complete, careful and just considerations of all cases of appeal.

John O. Kykyri, Milwaukee, chairman; Bernice Shine, Pittsburgh; Louis Regner, Rochester; Alfred Larke, Buffalo; Kenneth W. Berry, Portland.

Poll Tax Fight On

A drive was begun this week to bring to the floor of Congress the Geyer Anti-Poll Tax Bill, which was endorsed by the Guild Convention in Memphis.

The author of the measure, Rep. Lee E. Geyer, California Democrat, will seek the signatures of 218 Congressmen on a petition to get the bill out of the House Judiciary and Rules Committees.

This action was the signal for an intensification of a nation-wide campaign, sponsored by the CIO, AFL, National Negro Congress and Southern Conference for Human Welfare, to flood Congress with demands for the bill's passage.

"We are asking," said Joseph S. Gelders, secretary of the strategy committee for the bill, "every trade union and other progressive organizations, as well as every individual, to write or telegraph their Congressmen to sign this petition on the first day and later vote in favor of the bill."

Guild approval of the bill was voted when the Legislative Committee's report was adopted. This report said "the poll tax has . . . become a great obstacle to the protection, through legislation, of civil liberties and labor's rights."

Don't Forget Us!

A request for appointment of GUILD REPORTER correspondents by locals who have not done so was made by Clyde Beals, editor, in a circular July 23. This was in line with the Convention action which stressed anew the policy laid down in 1935 of having locals responsible for furnishing their news.

Beals also raised the question, in view of the Convention action, of whether by-lines of correspondents should be used on local stories, saying that he would be guided by the opinions of the correspondents or the presidents where none had been named.

"In the meantime," he wrote, "we shall begin identifying all local stories as coming 'From Local Correspondent.'"