

# BUILD A LABOR TEMPLE - A UNION RADIO STATION

# THE NORTHWEST ORGANIZER

Official Organ of the Minneapolis Teamsters Joint Council  
MINNEAPOLIS OFFICE: 257 PLYMOUTH AVENUE NORTH

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MINNEAPOLIS, MINNESOTA, THURSDAY, JULY 1, 1937

PRICE 5 CENTS

As from this hour you use your power, The World must follow you

Stand all as one Till right is done! Believe and dare and do!



## 151 Bosses Sign With Local 120

### TWIN CITY LUMBER SIGNS AGREEMENT WITH LOCAL 1859

Lund Nears End of Rope in Long Campaign Against Woodworkers

Diedrich, Janasco Talk to 200 Workers in New Richmond Monday

The Furniture Workers Local 1859 continued its campaign to unionize the industry in this section of the country with the announcement that the Twin City Lumber & Shingle company, 2563 Franklin Avenue, signed up with the union last Thursday. The working agreement provides for union recognition, seniority, a 57 1/2-cent-an-hour minimum, a 7 1/2-cent hourly raise for all employees, the 40-hour week, with time and one-half for

### 5000 AT MILK DRIVERS PICNIC

About 5,000 people took part in the dancing, games, contests and general merrymaking at the Eighteenth Annual Picnic of the Milk Drivers and Dairy Employees Union, Local 471. At Webb's Place on Bass Lake members of Local 471 with their families and friends enjoyed one of the most successful Milk Drivers' affairs ever held. A long program of games, races and contests of all kinds for which prizes were donated by the union was the most important part of the occasion. Coffee and ice cream were served to the saturation point and music was furnished for those who danced from eight to 12 o'clock. All food, cigarettes and dairy products were donated by 100 percent union companies.

- Winners in the various contests were as follows:
1. Tot's race: Bassan Larson and Sidney Lawrence.
  2. 40-yard race, girls under 46 inches: Lois Janetta and Donna Wahl.
  3. 40-yard race, boys under 46 inches: Bob Anderson and Eugene Holms.
  4. 50-yard race, girls under 52 inches: Gloria Gaconski, and Alice Whalen.
  5. 50-yard race, boys under 52 inches: Roger Brovold and Joe Liss.
  6. 75-yard race, girls under 60 inches: Harriet Taylor and Jean Whalen.
  7. 75-yard race, boys under 60 inches: William Woack and Gene Kostack.
  8. Young Men's Race: Fred Stawski and Gerrold Anderson.
  9. Young Women's Race: Marion Brovold and Lois Swanson.
  10. Sack Race for kiddies: Jerry Leiner and Peter Stawski.
  11. Three-legged race for boys: Edward Wojack and Gerrold Anderson, first prize; Frederick Stawski and Joe Stawski, second prize.
  12. Candy scramble, children under seven: 200 children.
  13. Wheelbarrow race for boys: Ted Anderson and Gene Kostack, first prize; Harvey Johnson and John Dunn, second prize.
  14. Rooster chase for ladies: 100 women.
  15. 100 yard dash, members of Local 471: Lloyd Minke and Joe Berron.
  16. Tug of war, Drivers against Inside Workers: Drivers.
  17. Diamondball game, Franklin Creamery vs. Ewald Creamery: Franklin, 6 to 4.

### Nearly 700 Union Men At Work in St. Paul

Indicating the great number of firms that have signed the agreement and resumed normal operation it is estimated that nearly 700 Union truck drivers have returned to employment during the past two or three days. Members who have returned to work state that they are able to get in all of the overtime that they wish. Along with this there is a constant demand for drivers in the Union office.

### Newspaper Drivers Distribute Bulletin

The Strike Bulletin, which is being received with acclaim by striking St. Paul truck drivers, is receiving a splendid distribution on a state-wide basis. Newspaper drivers who cover the entire northwest have been enlisted to assist in the distribution of the strike paper throughout the territory which they cover. They state that the paper is eagerly sought by out of town readers.

### Benson Challenges Truth of Federal Search for Brown

Federal Agents Deny Any Participation in Case; News Secured by Reporters from Ramsey County Attorney

Governor Elmer A. Benson lashed out at newspaper reporters and publishers during a meeting Tuesday morning between Union officials and members of the St. Paul Growers Association. He challenged newspaper men present as to the truth of their story in regard to the search for Brown by Federal agents. News reporters stated that they had received their news from the local Department of Justice office.

The Governor then stated that he had called the Federal office only ten minutes before and that Justice Agents had denied they were taking part in the case. The news hounds were then forced to shamefacedly admit that their news had been secured from the Ramsey County Attorney's office.

As further proof that the story had no foundation in fact, William Brown, president of Local 544, has been going about his duties as usual in the office of Minneapolis General Drivers Union.

Open and threatening gestures were made yesterday by the St. Paul Employers Compliance Committee against trucking firms who had signed a direct agreement with Local 120 and against those firms who were contemplating signing.

Not from one source but from a dozen came threats and intimidations that trucking firms would be "put out of business," "denied credit" and "run out of St. Paul," if they persisted in their intention of entering into a direct written agreement with the St. Paul Drivers Union.

Indicating that the power of the St. Paul employers' group on the trucking industry was weakening, came the news that dozens of new firms signed the Drivers agreement yesterday.

Tactics now being used by the Compliance Committee indicate that their position is a desperate one and that the end of the trucking struggle is near.

### PARKER TELLS OF TRIAL, ASKS FOR ASSISTANCE

Five Motions of the Defense Denied by Prejudiced Judge

Trial Held Until July; Parker in Need of Cash Bond for Release

(The following description of the court room scenes was written by Ed Parker, jobless leader brought to trial on framed charges. It was written while he was in jail.)

Monday morning, May 24, finally arrived—the day of the trial. The big courtroom was filled with 300 or more spectators, seated and standing in the Court. Most of them are friends or members of the IWA, determined to see justice done their organizer. On the bench is His Honor, Judge Darce F. Rumsey, bald and irritable toward the defense, showing his indifference by frequently turning his back on defendant and audience and observing the scene outside the windows.

Near him is State's Attorney O'Shea, a white thatched and white suited southern gentleman, sitting with his feet on the Court's rail. His lower lip hangs out loosely, presumably from many years enjoyment of snuff.

Near me are our attorneys, young David V. Lansden of Cairo, who bravely took his entire legal career in his hands by accepting the Court's appointment and defending me, and

### PEARSON TRIES TO CHEAT 300 WPA WORKERS

Men on Fort Snelling Projects Lose Fifteen Hours Pay in Transfer

Relief Administrators Refuse to Abide by Attorney's Decision to Pay

On Wednesday morning the Federal Workers Section of General Drivers Local 544 reported the attempts being made by Ole Pearson, superintendent of direct relief in Minneapolis, to beat 300 WPA workers on the Fort Snelling project out of \$10.31 apiece due them for the month of June.

A few weeks ago these men were transferred from two other WPA projects to the Fort Snelling work. Due to some red tape by the relief administration, there was some delay in the transfer which resulted in the loss of 15 hours of work by each of these workers. All have been receiving the regular \$60.50 monthly wage upon which they must support themselves and their families. As a result of the delay, each man was docked the 15 hours, with the result that the checks for June total only \$50.19.

All requests of the men that they be permitted to make up the time lost have been refused by relief administrators. Under relief regulations, they were told, it is impossible to make up time lost. WPA refused to do anything about it, saying that the difference between \$50.19 and the \$60.50 which the men were supposed to receive would have to be made up from direct relief.

A committee from the FWS then appeared before the Minneapolis Welfare Board on Monday, June 21, and explained the dire need of these workers. The Welfare Board was able to see the justice in the claim and agreed to pay the sums due the men if the city attorney would pass on it. City Attorney Wiggin studied the case and announced the men had the money coming to them, and it was felt that the whole matter had been straightened out satisfactorily, and that it would just be a matter of days before the checks would be issued.

Suddenly Ole Pearson, in charge of direct relief, announced that he

(Continued on page 2)

### St. Paul Drivers Continue Struggle for Just Demands

More Firms Signing Direct Union Contracts; More Pickets Jailed; More Scabs Foiled; More Lies Spread

As the first week of the strike of General Drivers Local No. 120 of St. Paul comes to a close, union strikers restate their grim determination to continue the struggle until their just and reasonable demands are met by the St. Paul employers. Major developments of the last few days include:

1. The signing of direct union contracts by 123 firms, including the Regulated Motor Carriers Association, granting demands of the union. Each day new groups of employers break away from the Employers Compliance Committee to sign with Local 120.
2. The jailing of 10 union pickets by the cops. The union has gained the release of the first four pickets, after James Lynch, assistant county attorney, admitted there was no charge against them, and that "their only offense was that of peaceful picketing."
3. The playing by the St. Paul police of the usual strike-breaking role of such forces in industrial disputes. On Tuesday evening four squad-cars of cops armed with riot clubs viciously clubbed a group of unarmed pickets seeking to prevent a scab truck belonging to the Star Transfer company from going through union picket lines.
4. The working out of amicable arrangements between the farmer-members of the St. Paul Growers association and Local 120, the union issuing special passes to market gardeners. All attempts of the St. Paul press to work up a lynch spirit among the farmers against the strikers have come to naught. John Bosch, president of the Farm Holiday association, and emissary between the organized farmers and the General Drivers Union, has announced that two truckloads of food have been donated to the union by farmers and will arrive Wednesday, with continued farm support assured to the union.
5. The creation on Tuesday of a so-called Citizens Committee and an

### Attention! All Pickets

Only official permits written on General Drivers Local No. 120 letterheads and signed by Ed Coffey with the Union seal are to be recognized. These permits will be affixed to the windshields of those trucks that have been granted such permits, signifying they have signed up with the Union.

### 28 More Firms Sign With Union

American Railway Express Agrees to Recognize Picket Lines

Wednesday at noon, Local 120 officials announced that 28 more firms had signed direct contracts with the union since Tuesday afternoon, and that the trucks of these firms are now operating under union men working under the new union agreement. A complete list of the 151 firms who have now signed with General Drivers Local 120 is published elsewhere in this issue.

Pickets from Local 120 tied up all trucks of the American Railway Express Tuesday morning at 7 a. m. Four hours later, the express company came to an agreement with the union to lay off the four drivers who have been acting as strikebreakers by driving through union picket lines, and to observe strictly all union banners and picket lines from now on. This significant development marks the first time that the express company has agreed to cease aiding the employers in their attempts to break various strikes which have occurred in the Twin Cities during the past few years.

### Dishonesty Shown by Bosses When They Refuse to Deal With Local 120

Understanding Between Two Groups Bring Harmony in Strike

Though the St. Paul Employers Committee proclaims persistently that Local 120 is demanding a closed shop, and though the boss press echoes daily this lie to the bosses, not a single worker should permit himself to be taken in by this nonsense—not even if it is repeated a thousand times.

Local 120 is NOT demanding the closed shop. Local 120 IS demanding direct contracts with the employers, in which the union is designated as sole collective bargaining agent for all employees. Local 120 has earned the right to such a demand, because of the almost unanimous support it has from the workers engaged in the trucking industry. The union does not have to ask for the closed shop. It is quite capable of enlisting all eligible workers under its banner because of the honest gains it can win for its members. Remember: The issue in this strike is di-

(Continued on page 3)

### St. Paul Press Lies About 544 Yellow Drivers

According to Tiny Harlan of the Yellow Cab section of Local 544, a committee of cab drivers has carried on an investigation of rumors circulated by the St. Paul boss press that Minneapolis cabs were engaged in transporting goods through picket lines established by the St. Paul General Drivers Local 120. After carefully tracing down these rumors, the committee was unable to find any concrete examples of such infringements of solidarity by Minneapolis cab drivers. Mr. Harlan said the committee answered only for the Yellow Cab drivers of Minneapolis.

St. Paul pickets received instructions to stop any Yellow Cab found engaged in strike-breaking activity and to escort it immediately to 127 1st Avenue N. E. to the garage. Because the Minneapolis Yellow Cab drivers are solidly behind the strike of Local 120, the committee made it plain that it resented very much the circulation of such rumors of strike-breaking as have been circulated by the boss press in St. Paul.

### St. Paul Highways Appear Normal Again

The streets of St. Paul presented almost a normal appearance yesterday as trucks in ever increasing numbers continued to roll up to the warehouses and in the alleys moving the freight that had piled up during the six day trucking holiday. Trucking employers who had signed the agreement said that the congestion of freight was greater than they had ever seen before and that it would be necessary to work on nearly a 24 hour schedule for some time before the piled up merchandise would be reduced to normal proportions.

### Picket Line Only Effective Strike Weapon; 13th Republic Victim Dies; Warren Strikes

Today the steel strikers, watching the black smoke from the chimneys of the vast steel mills in the Mahoning Valley blacking out the sun, know that there is only one way to win a strike: a militant picket line through which no man shall pass.

It is not a pretty picture which one sees when studying the situation in which the strikers in the seven-state steel strike area find themselves. Every force of reaction has been used to fight these workers. Money has poured into the coffers of the opposition from every part of the country as the entire capitalist force joins in an effort to squelch for all time unionization in the one big hitherto unorganized field—steel.

The Federal government, with its "Mediation Board which mediated nothing and has admitted failure, the various state governments with their militia, which were called out to "preserve the status quo," the courts with their injunctions, the local governments with their labor-hating police, and the county administrations with their sheriffs and deputies have all combined to defeat the strike.

In Tuesday, June 22, when the national guard appeared before the Cambria Mill of the Bethlehem Steel Corporation at Johnstown Pa., the strikers cheered them, hailing them as "friends." According to the radio, many pickets laid down their banners and went home, confident that the state militia were there to help the strike. Today those same guards are standing watch and protecting the strikebreakers who are entering and jeering the guards and calling them strikebreakers. CIO officials, in a radio release on June 26, accuse the various local police agencies in the strike area of carrying on a campaign of terror against the strikers and their families.

At Johnstown a so-called Citizens Committee has organized to fight the strike. A nation-wide call has been issued for funds. Full page ads have appeared in the capitalist papers. The first series published, according to the CIO officials who say they have definite proof, cost the bosses \$150,000. The gist of the ads are to the effect that the strike is an infringement on the "rights" of the "work-

ers," and calls upon the nation to "fight the greatest invasion of workers' rights ever attempted in this country." It is further stated that "It has happened here, it can happen anywhere."

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# Make Minneapolis a Union Town



## PARKER TELLS OF TRIAL, ASKS FOR ASSISTANCE

(Continued from page 1)  
Francis Heiser of the Chicago Chapter of the Workers Defense League, veteran of many such trials. (Son Ivan Heiser is here, too, and doing some successful sleuthing, as well as WDL Secretary Marjorie Kipp and LID Secretary Bernard Kirby, who gave the disturbing illusion to the local lights of a paid staff assisting the defense.)

Six true bills of indictment have been found against me: one for riot, three for assault with intent to murder, one for unlawful assembly, one for arson and malicious mischief; but only one (for riot) is called by the court.

The trial begins. The spectators become quiet and strain their ears to hear the proceedings. Is the prosecution ready? It is. Is the defense ready? No, we wish to present some motions first.

First, "To discharge the Defendant" on the ground that I was arrested without warrant under a peaceful demonstration at relief headquarters, and that no complaint was signed against me until days after my arrest if at all. The Court scratched its head thoughtfully, then fearing that maybe there might be something to this business after all, directs the clerk to issue a capias and the sheriff to arrest me all over again right there in the court. The arrest took place then and there with all the ridiculousness of such solemn proceedings.

Second, "To Approve the Bond," so the defendant can be released; well, the Court wasn't ready to rule on that yet, and if Attorney Heiser is so impolite as to insist on that ruling before presenting his next motion, why he can just be excluded (though not excluded for long).

Third, "To Disqualify Attorney Peyton Berbling" from assisting the prosecution. He is an American Legion lawyer who seems to have no official standing and whose fee, the rumor is, was paid by the county with money otherwise available for relief purposes. Motion also denied.

Fourth, "To Quash the Indictment" because of certain defects in the indictment and because of the illegal manner of selecting the grand jury. Motion denied; the defense shouldn't be so technical.

Fifth, "To Continue the Case" until our most important witness (who has been chased out of town) can be found. These witnesses are also my co-defendants, Homer Kelly, I. Horn, Willie Jones and Alberta Parker, members of the IWA, who are also indicted on the same counts as I am, except for the arson count. Statements are presented to the Court signed by Kelly, Horn and Alberta Parker that they are willing to testify for me any time and are kept away from Cairo only because they were jailed and released on condition of leaving town. Motion almost automatically denied.

Is the defense ready? Yes, necessarily so. (By this time, after lunch, the motion on the bond has been denied in its amended form.) The rest of the afternoon is spent selecting the jury, including one shifty-eyed individual by the name of Fred Wagner who insists that he is not employed by the city or county, more particularly in the police department. Court adjourned. Back to my cell.

Tuesday morning: Court convenes. We tell the judge that when Heiser and Lansden walked up the steps to the courtroom this morning they observed Assistant States Attorney Berbling talking to one of the jurors. When they objected to such illegal action, Berbling informed them in no uncertain terms that no outside lawyers could tell him what not to do. The Court listens gravely, refuses to take any action.

Trial Held  
If His Honor will inspect the county records he will discover that Fred Wagner was duly elected constable in November, 1933, to serve until November, 1937. His Honor remembers the insistent questions directed at Fred Wagner and his answers.

The defense presents a motion for mistrial. Motion granted! The defense moves for continuance. Motion granted for a continuance in general, that is until the next term of court in July!  
Next case, balliff.  
We are all amazed at this sudden victory. The prosecution caught with a planted jurymen; the whole case so

## On WPA Projects

Max Goldman and George Viens report that the Renville County mass meeting held at Olivia Friday evening was well attended.

The amendment to the Relief Appropriation Bill which would require relief clients to work out their budgets was passed by the House Friday.

The Federal Workers Section notified all representatives and senators that relief clients who accept private employment must be paid in cash and at the regular union scale of wages.

Ness-Belor committee meeting Thursday evening, 7 o'clock sharp, at 257 Plymouth.

Many of the Federal Workers members were assisting on the picket line in St. Paul last week.

Sights seen while strolling: Bill Brown talking to a cop Saturday night.

Don't forget the FWS picnic to be held Sunday, August 8, at Columbia Heights. The tickets are here.

According to Harry Hopkins, WPA workers may obtain leave of absence to accept private employment. If discharged from private employment through no fault of their own they may be reassigned to WPA. Nothing is said about the wage scale.

The Federal Workers have a new large office on the second floor.

Letters were sent to all state representatives and senators urging support to the \$17,000,000 relief appropriation bill Saturday.

Whitey and two state investigators are taking the Wright County welfare board over the hurdles this Monday.

We shall soon have a local in Hastings, Minn. Brother Anderson of that town spent a few days with the FWS observing our methods.

It weak that it uses this excuse for a continuance, not until the next day when a new jury could be chosen, but until July. The word passes around to the spectators as to the meaning of these legal procedures, and smiles break out.

Still in Jail  
Again I am removed to my cell. I am still in jail while writing this. The bond for my release was amended as suggested by the Court—but new irregularities are discovered by the Southern Gentlemen. They are determined to keep me here, but I know the Workers Defense League is at work and I shall soon be released to continue my work as an organizer. The one thing the prosecution cannot object to is a cash bond. And all workers and friends of workers are urged to lend immediately to the Workers Defense League money for this bond.

A stinking southern jail is no lovely place to spend a hot summer in, but I can stand that easily if I know every comrade and class conscious worker outside is doing at least his bit to put this fight across to a successful windup and in so doing break open this rotten feudal oppression and let the workers through to take a hand in shaping their own emancipation. Yours for a fight to the finish.

St. Paul, June 30—In order to raise money for the release and defense of Ed Parker, the Twin City Chapter of the Workers Defense League last Sunday held a picnic at Bayport. About \$15 was cleared, which was sent to the Parker Defense. Any workers or friends desiring to come to the aid of this militant working class fighter should do so by mailing funds immediately to Grace Carlson, Twin City Sec., WDL, 1368 Keston, St. Paul. You wouldn't want to be caged in a hot jail all summer for a crime of which you were innocent. Neither does Parker. Give today.

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## Bill Brown Says—

It's lovely weather we're having these fine summer days—or don't you think so?



BILL BROWN  
President of 544

## Race and the Worker

By Tex Norris

Trade unions exist to organize workers—not races. Yet the race question has often presented problems in union organization. And like every other problem, it should be considered from its various angles, and means should be figured out to prevent it from weakening organized labor. Therefore, this series of articles will deal with race—what races really are, what actual differences there are between them, where ideas about race have come from, and what is the logical working-class point of view toward persons of other races.

To start with, it must be realized that the whole matter of race prejudice began as an idea of the slave-driver. Until some 450 years ago, Europeans made slaves out of each other. Masters and slaves looked so much alike that the slaves were sometimes branded so that they could be told apart from owners. Then the Europeans began to travel to Africa, America, and Asia, and as they went, they conquered the natives, if they could, and made them work either in the colonies or as slaves who were shipped off to other parts of the world.

In the early days, Europeans had known that there were different but they did not consider the matter particularly important. But after exploitation of other races began, the differences in the shade of the skin also marked the ruler apart from the subject, the boss from the worker. Thus a difference in class and caste came to be identified with differences in physical appearances which were matters of racial traits.

Of course, slave driving is a cruel and bloody business and these slave drivers looked around for some kind of an excuse which would make them look respectable. At first, they tried religious excuses and said that they made no difference how they treated the natives since they were only a bunch of heathens anyhow. Then slaves were converted and a new excuse had to be found, and so the Holy Bible was brought forth and quoted to justify slavery. The converted Negroes were claimed to be the sons of Ham, eternally damned to be the "hewers of wood and the drawers of water." And even today the killing of a missionary may be used as an excuse to step into Asia or Africa with a modern army and grab some gold mines. But the whole business was often so rotten that the church was forced to protest against some of the crimes committed in the name of religion.

As the effectiveness of the religious alibi wore off, the slave-drivers figured out a new idea. They claimed that, since the natives were a different race, they were just about the same as a different kind of animal. In other words, they tried to make out that it was as justifiable to exploit men of another race as it was to work a horse or donkey. This is the way the idea first arose that other races were less intelligent, and more immoral than the Europeans.

Race Divisions an Obstacle to Labor Solidarity  
But as time went on, these ideas of race prejudice became useful to the bosses in still another way. This was true in regions like the southern United States, where the workers are of different races. As long as the workers remain divided on the basis

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Special Service to Local 544

## TWIN CITY LUMBER SIGNS AGREEMENT WITH LOCAL 1859

(Continued from page 1)  
overtime and double time for Sundays and holidays. The contract is retroactive to May 1, and will run for one year.

Word has been received that the Labor Board hearing on Lund, owner of the struck ski plants in St. Paul and Hastings, has been postponed to Tuesday, July 6. Lund is still persisting in his efforts to thwart the desires of his workers. He has been in St. Paul for the past week seeking interviews with all employees of the Northland Ski plant, intimating he would like to sign a contract with the union immediately. After his long and vicious campaign against the union, the workers immediately smelled a rat, and they were not wrong. Lund would like nothing better than to sign a union contract covering the St. Paul plant, to present to the Labor Board. He would even not object strenuously to a good contract. He would argue before the Labor Board that all his workers were then covered with union contracts, the St. Paul plant by an A. F. of L. contract and the Hastings plant with the "independent" (read: company union) contract. Then immediately after the hearing, Lund could close his St. Paul plant, ship the few "loyal" workers to Hastings and continue to operate that plant under the company union. No one is falling for his game, and it looks as though this very resourceful gentleman is nearing the end of his rope.

New Richmond Progresses  
Fred Diedrich and John Janasco, officials of Local 1859, spoke in New Richmond, Wisconsin, Monday night before an audience of 200 workers organized under a Federal charter. Mr. Diedrich talked on the successful trade union policies which the progressive section of the Minneapolis union movement had worked out. Mr. Janasco explained the set-up of the District Furniture and Woodworkers Council, and this organization quite caught the imaginations of the New Richmond wood workers. The workers of this town are organ-

ized as a geographical unit in the federal local, which embraces retail clerks, garage mechanics, flour mill workers, Strand Ski workers, etc. The union spirit in the town is amazing, and the workers have been successful in organizing the place almost 100 per cent.

pletely explode the many attempts to give a scientific cover to race prejudice. Julian Huxley, famous biologist, says, "A vast pseudo-science of 'racial biology' has been erected which serve to justify political ambitions, economic ends, social grudges, class prejudices. . . Racialism is a myth, and a dangerous myth at that. It is a cloak for selfish economic ends which in their uncloaked nakedness would look ugly enough. And it is not scientifically grounded. The essence of science is the appeal to fact."

The next article in this series will build down some of the scientific facts on race for readers of The Northwest Organizer.

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## Utility Division Still Cleaning Up in NSP

The utility division of Electrical Workers Local 292 continued to mop up on grievances during the past week. Ed Wagner, of the disbanded wiring department, was put back to work on Monday. A hearing on the case of John Williams will be held Friday at 5 p. m., after which a hearing on the matter of Ted Kurth will be scheduled.

Local 292 has secured back pay and pay increases for NSP workers at the St. Croix Falls plant. The checks will be out Saturday, July 3. An agreement covering the St. Cloud utility employees has been presented to the company and discussion will open in a day or so on the proposed working agreement. Guy Alexander, representing the union, and Mr. Miller, company representative, have been in Faribault and Mankato for the past few days, seeking to reach agreement on conditions in these two localities. Upon their return, the St. Cloud agreement will be taken up.

## Socialist Party Picnic At Minnehaha July 25

The Socialist Party of Minneapolis requests its friends and sympathizers in the union movement to note that the annual Socialist picnic will be held Sunday, July 25, from noon to 10 p. m. The affair will take place at Grounds No. 3, Minnehaha Park. Those planning to attend should reserve this date.

When Pearson was pressed for the source of this surprising information, he admitted that he has refused to send investigators to the homes of these workers to find out if they were in need. The only move he has made to discover the truth is to go through the card files. Not a single man among the 300 could be found who could report that a relief investigator had come to his home. Every one reported that no such visit had occurred.

The Federal Workers Section is determined to force Pearson to recognize the just claims of these workers and to pay them the money due them for June. On Wednesday night a meeting of all FWS stewards is scheduled where plans will be laid to continue the fight until each worker receives the \$10.31 check which both the Welfare Board and the city attorney have agreed is due him.

## PEARSON TRIES TO CHEAT 300 WPA WORKERS

(Continued from page 1)  
refused to make up the \$10.31 due each of the 300 men, on the grounds that he could find no need in the budgets of these families for such sums. Imagine this if you can—families who have just been able to squeeze by each month on \$60.50 are given \$50.19 and told there is no need for the \$10.31 which would make up the usual amount. Reader: can you not visualize what that \$10.31 means to a family on relief? ANY person on relief will tell you how every penny must be watched each month to make both ends meet. And here Pearson has the gall to say that he can "find no need in the budgets of these families."

When Pearson was pressed for the source of this surprising information, he admitted that he has refused to send investigators to the homes of these workers to find out if they were in need. The only move he has made to discover the truth is to go through the card files. Not a single man among the 300 could be found who could report that a relief investigator had come to his home. Every one reported that no such visit had occurred.

The Federal Workers Section is determined to force Pearson to recognize the just claims of these workers and to pay them the money due them for June. On Wednesday night a meeting of all FWS stewards is scheduled where plans will be laid to continue the fight until each worker receives the \$10.31 check which both the Welfare Board and the city attorney have agreed is due him.

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EXCLUSIVE LAKE ST. PONTIAC DEALERS  
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WHAT A RECORD!

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GOOD SAUSAGE  
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**FREE!**  
Car Wash or Grease Job  
With Each Oil Change  
GOOD ON WEEK DAYS ONLY  
9 MINUTE CAR WASH  
COMPANY  
1023 MARQUETTE



LOCAL 120 ASKS ONLY FOR SOLE BARGAIN POWER

(Continued from page 1) rect contracts with the employers, the union to be designated as sole collective bargaining agent.

Let there be the slightest illusion in the mind of any worker as to exactly why the St. Paul Employers Compliance Committee is so stubbornly refusing to sign direct contracts with the union, let us demonstrate why the bosses are so anxious to trick the union into signing up with the Compliance Committee.

A contract between the union and the Compliance Committee is in reality no contract at all. Each party merely files a "declaration of intention" with the other party. There is absolutely no way to enforce such declarations.

Let us view these declarations from another angle. Supposing a driver on the market has a grievance. Instead of the union grievance committee taking the matter up with the employer of this driver (the natural and logical way to settle such a matter), the union would have to deal with the Compliance Committee.

All workers and the public should see through this game of the bosses. The settlement they propose is a joker settlement. The union means to live up to its agreements, and as taken to this asks direct contracts with the employers.

FEDERAL WORKERS SECTION MEETING SCHEDULE Regular Meetings—Second Friday in each month. Stewards' Meeting—Every Wednesday, 8 p. m.

ORDER FOR HEARING PETITION FOR PROOF OF WILL. LIMITING TIME TO FILE CLAIMS AND FOR HEARING THEREON. STATE OF MINNESOTA. COUNTY OF HENNEPIN.

IT IS FURTHER ORDERED that within four months from the date hereof all creditors of said Decedent file their claims in this Court. Proofs will be heard and claims examined and adjusted before this Court on Monday, November 1, 1937, at 10 o'clock A. M. in the Court House in Minneapolis, Minnesota.

These orders shall be published in the Northwest Organizer. WITNESS the HON. MANLEY L. FOSTER, Judge of Probate Court, this 26th day of June, 1937.

FRANK CLAGUE, Attorney Redwood Falls, Minn. July 1, 1937.

PALM'S HOME BAKERY 625 Lowry Ave. N. We Deliver Hyland 5325

HOLSUM BREAD Fresh AT YOUR GROCERS today! Makes finer flavored SANDWICHES and TOAST

PICKET LINE ONLY STRIKE WEAPON

(Continued from page 1) and national guards. Some of these cars left the plant with only one passenger and returned in the morning loaded. The holiday lasted only one day. After an all-night conference between the strike leaders and the sheriff, the latter agreed to reissue the permits to the individuals within the plant. The labor holiday was called off, but the employees of one plant were locked out when they returned to work on June 24.

The Department of "Justice" has stepped into the mail controversy, ordering the arrest of six pickets on charges of interfering with the mails. They ordered uninterrupted delivery of all mail to the beleaguered steel mills.

In Youngstown, Ohio, the militia has been bolstered with new troops until now the number in that area is more than 5,000. A company of aircraft engineers has been ordered to the Ohio-Pennsylvania border to circumvent the rumored march to miners and autoworkers from nearby centers.

At Beaver Falls, Pa., on June 28, pickets and police clashed. Three pickets were severely injured. One of the men was struck by a missile from a tear gas gun, and died on June 29. That brings the total dead in the steel strike to 13.

The Governor of Indiana announced on the 29th that he has a proposal for settlement in the Indiana Harbor steel strike against the Inland Steel which has been accepted by the corporation. He has sent his labor mediator to Washington to present the plan to Secretary Perkins.

In Johnstown, Pa., Mayor Shields announced on the 28th that the strike is over. This is denied by CIO leaders. They said that the fight had just begun and that it would be carried on to ultimate victory.

The Federal Mediation board, through its chairman, Charles P. Taft 2nd, announced on June 29 that it had reported to Secretary Perkins, and had recommended a face-to-face meeting between the two sides as the only means of settling the strike.

Meanwhile press releases and radio reports continue to be filled with charges and countercharges hurled back and forth by the steel heads and the leaders of the CIO.

Striker Killed On June 22, a strike against the third largest canning concern in the nation was called by workers demanding a living wage. On the 24th the company offered an immediate 10 per cent increase with the further negotiation to settle a definite wage scale by August 1.

On June 25, a strike against the third largest canning concern in the nation was called by workers demanding a living wage. On the 24th the company offered an immediate 10 per cent increase with the further negotiation to settle a definite wage scale by August 1.

EMERSON-LOWRY GROCERY L. J. Miller "FAIRWAY FINE FOODS" Fresh Fruits and Vegetables 1128 Lowry Ave. N. We Deliver Hyland 0552

"For the Car Owner Who Cares" EXPERT LUBRICATION SHILO-LOVETT SERVICE 41 S. 11th St. GE. 2937



Do You Remember? One of the most effective union weapons in the July, 1934, strike was the daily strike bulletin. Day by day, it answered the wholesale lies of the bosses and their daily press, and rallied new support to the union cause.

ST. PAUL LOCAL STRUGGLES FOR JUST DEMANDS

(Continued from page 1) alleged American Consumers' Union, which give every indication of functioning as strike-breaking organizations in the struggle.

6. Constant lies daily in the boss press, which consciously attempts to mislead and befuddle readers with distorted versions of the strike. Constant lies nightly over the radio in broadcasts sponsored by the Employers Compliance Committee.

7. Continual strike-breaking activities by the American Railway Express press trucks, which have persisted in removing to "an unnamed jail in fear of reprisal by the strikers."

On June 29 Governor Jensen of South Dakota warned CIO leaders to stay out of his state. He spoke before a convention of Republicans.

The United Automobile Workers Union has announced that a new drive to organize the Ford Motor plant at Rouge, scene of the beating up of CIO organizers a short while ago, will begin on about July 7.

Recent events have taught the St. Paul pickets what strikers everywhere—in Chicago, New York, London, Paris, Frisco, Minneapolis, Toledo, Akron—have already learned: namely, that in strikes the sole function

ST. PAUL LOCAL STRUGGLES FOR JUST DEMANDS

of the police is to act as agents of the bosses in defense of any and all strike-breaking actions. There is nothing like the whack of a riot club on the skull of an unarmed picket to teach him this fundamental lesson of the class struggle.

Phoney Groups On Tuesday the boss papers spread on their front page news of the formation by a St. Paul attorney and an insurance man of an organization calling itself the "American Consumers' Union," which purports to speak in the name of the public, and has already labeled the efforts of the strikers to obtain their just demands from the labor-hating bosses as "unnecessary wrangling between minority cliques," and an "argument over technicalities."

Cops Use Clubs On Tuesday night occurred the first real clash between union pickets and the St. Paul cops. All during the day, a truck manned by scabs armed with blackjacks had been driving through union picket lines.

At Lewiston and Auburn, Me., the six hundred strikers against three shoe manufacturers voted on June 27 to call off their strike, after the NLRB had handed down its decision against the companies, ordering a consent election. However, late reports indicate that the companies remain adamant in their refusal to allow such an election, or to rehire the striking workers.

On June 29 Governor Jensen of South Dakota warned CIO leaders to stay out of his state. He spoke before a convention of Republicans.

WARDEN OIL CO. Re-Refined Motor Oil 5 qts. for 50c - Service Free 187 Humboldt Ave. N.

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Yellow Notes



The members of the Yellow Taxi Drivers unit desire to make it known to all labor organizations that the majority of its membership will not tolerate in any sense of the word any member of this unit committing acts that do not conform with true union principles.

THE LAKE SHORE MUTUAL INSURANCE COMPANY, Principal Office: Chicago, Ill. Organized in 1931. Geo. A. Egan, President; M. Shapiro, Secretary. Attorney to accept service in Minnesota: Commissioner of Insurance.

Table with financial data: Total net premiums received \$437,128.63, Total income \$442,743.61, Ledger assets, Dec. 31, 1936 \$224,978.76, Disbursements in 1936 \$285,158.46, Total disbursements \$406,918.76.

STATE OF MINNESOTA DEPARTMENT OF INSURANCE I HEREBY CERTIFY that the Annual Statement of the Lake Shore Mutual Insurance Company for the year ended December 31, 1936, of which the above is an abstract, has been received and filed in this department and duly approved by me.

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Burr Funeral Service "ECONOMY FUNERAL" \$95 Complete 2310 CENTRAL AVE. GRANVILLE 4412 3040 SOUTH LYNDALE AVE. Regent 7421

Remain with the driver and his cab until a shop steward arrives and give him full particulars. Numerous fictitious reports have been circulated concerning Yellow Cab drivers relating to the St. Paul truck drivers strike. Thus far, upon thorough investigation, these rumors have proved to be highly fabricated.

PETROLEUM DRIVERS MEETING SCHEDULE The Petroleum Drivers will meet the first and third Wednesdays of each month.

Meeting Change Bakery, Cracker, Pie and Yeast Drivers Union, Local 289, which has been meeting weekly during the past few months, will hereafter hold meetings only two nights a month. The regular meeting schedule will be membership meetings on the second and fourth Thursdays.

LOCAL 292 MEETING SCHEDULE Inside Section—First Tuesday Utility Section—First Thursday Full Membership—Third Thursday Utility Stewards—Monday, July 12 General Executive Board—Monday, preceding first and third Thursdays Advisory Board—Every Tuesday

WAREHOUSE AND INSIDE WORKERS LOCAL 20316 Meeting Change Stewards—First and third Tuesday. Regular Membership Meeting—fourth Tuesday Executive Board—Regularly every Monday.

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'35 Packard 190 Coupe; it could not be in better condition unless it was new 575

'35 Hupp, 4-door Touring; completely reconditioned and it looks same as day it was new 395

'36 Dodge 4-door Touring; practically new 650

'35 Auburn 8 Sedan; 4-door Touring; 6 wheels; dual ratio; radio, clock, heater, beautiful grey finish; driven only 14,000 miles; a beautiful car that is in perfect condition; we recommend it at this low price \$495

'33 Auburn Conv. Sport Cpe. 255

'36 DeSoto 6 2-door Touring 495

'35 Chevrolet Master Sedan. 425

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# Northwest Organizer

Published every Thursday under the auspices of the Minneapolis Teamsters Joint Council

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### EDITORIAL BOARD

PATRICK CORCORAN FARRELL DOBBS JACK SMITH  
Business Manager DANIEL BURKE Editor MILES B. DUNNE

When I ply my needle, trowel or pick  
I'm a decent Sheeney, Wop or Mick,  
But when I strike I'm a Bolshevik  
I'm Labor.

## Workers Must Remember

"Easy now, you mugs," a National Guard officer admonished the strikers. "We're not here to break the picket line. We're here to see to it that nobody goes to work."

"We've won the strike!" was the unionists' cry.

How many workers, upon reading the above news item from the Youngstown steel area, felt a twinge of horror at the terrible, the stupid blunder committed by these steel strikers? Poor misguided dreamers! Being disarmed and put off guard through their ignorance of the fundamental role of all national guardsmen in strike situations. Imagining for a moment that the army would be used to help THEM instead of the bosses.

No one would expect that a bunch of steel workers would be well enough versed in history to know that ever since the army was first called out in a strike situation—during the riots of 1877—it has always and everywhere been used on the side of the bosses. It was the army that broke the great Pullman strike of 1894 which was led by Gene Debs. In the 1919 steel strike—the 1921 rail strike—the textile strikes of the south—the San Francisco general strike of 1934—the Toledo Auto-lite strike of that year—the nationwide textile strike—ALWAYS the guardsmen functioned against the strikers. Think of the blood that the working class has spilt, in order to teach itself this weighty lesson: The army is against us, not with us.

Our brothers in steel had not learned this lesson well enough. So they cried out, "We've won the strike." The in-credible workings of capitalism, however, did not let them remain in ignorance much longer. A few days pass. Long enough to get the national guardsmen installed. Long enough to throw the workers off guard.

Then, with that nauseating "impartiality" of all good liberals, Governor Davey of Ohio comes out with these pious instructions to the militia officers: "The rights of all citizens must be protected. Those who want to return to their employment should enjoy that privilege without being molested. Those who wish to remain on strike certainly are entitled to do so."

How truly splendid and magnanimous! Does your heart not warm at the divine justice of the situation? The guardsmen are to protect the scabs and no-bills and imported thugs in their methodical strikebreaking. But capitalism is nothing if not just and impartial. And so the guardsmen are also going to permit the strikers to continue to strike.

Of course the strikers cannot picket as they could before the troops arrived. Perish the thought! That would not be fair to the strikebreakers. What the blackjacks and spies of the employers could not do, what the clubs of the police hirelings could not do, the bayonets of the national guardsmen can do. They can break this strike, just as they have always broken strikes.

By now, of course, the Youngstown steel strikers have learned their lesson. They will seldom learn a dearer one. If they had only REMEMBERED more, what heartbreak and loss they would have saved themselves. Here is praying that next time no steel worker will cry out, when he sees the national guard pouring in: "We've won the strike." Fewer illusions and dreams, fellow workers, and more memories—that is the formula for victories.

## Race Prejudice—Our Enemy

No one who has observed the rise of fascism in the various countries of the world can doubt for a moment that when the American variety comes along it will drive vigorously to exploit the race prejudices that capitalism has taught us to feel. Yet these prejudices are built on nothing but ignorance and stupidity.

A worker whose knowledge of his own economic interests and feeling of personal dignity would never permit him to go through a union picket line or to work on a scab job may yet be guilty of displaying racial prejudices which are fully as inimical to his own fundamental interests. When the White worker refuses to join with the Negro worker in struggle against their common enemy—when the Jewish worker is discriminated against—when the Irish, the Slav, the German, the Scandinavian erect artificial barriers between themselves—then the boss is happy. **DIVIDE AND RULE!**

We know that the American fascists will exploit these insane racial prejudices for all they are worth. They will brand the Negroes as beasts, not fit to be associated with. They will point to the "International Jewish bankers" and seek to make us forget the hundreds of thousands of sweated Jewish workers living in the Ghettos of the large cities. They will play up the "One Hundred Per Cent American," and seek to create a savage hatred against all others.

The American working class must arm itself with the teachings of science to resist these Fascist ideas. The Northwest Organizer feels it is not too early to begin now this necessary work. To that end, we begin today the publication of a series of articles which will explain simply and interestingly the origin of race prejudice and will expose the false and stupid claims of the reactionary "racial experts." Every worker will find it worth his while to study these fascinating articles. Away with the stupid racial prejudices with which the bosses seek to poison our unity! Unity of ALL workers against ALL exploiters! Along that road lies our common victory.

## Keeping Step With 544

By Mickey Dunne

Bill Brown wants to know when it became highway robbery to ask a non-union man to join a union.

Ten thousand Ness-Belcor buttons have been distributed by the Ness-Belcor Committee.

### Babies

When Frank Leo, New England driver, was confined in the stockade during the 1934 truck strike his wife gave birth to their first child. That is not so strange but this is. On the day of the recent short furniture strike his wife presented him with

another one. No more strikes, says Frank!

The over-the-road contract, which was signed last week, is the best ever negotiated in the United States.

Meeting between Market bosses and union officials are taking place. It looks like dice this time.

Walt Hagstrom spent last week in Minot. It was on union business.

"Tiny" Casper says that the beds are too small in the Ramsey County jail.

## And Then He Used the Rope



## NEW NAMES ADD TO ROSTER OF THOSE SIGNING

The Northwest Organizer publishes below the names of the 151 St. Paul transfer firms who have signed direct contracts with General Drivers Local 120 up to noon Wednesday. The 28 firms following the star are those who have signed since Tuesday noon. Unquestionably, more firms will have signed up by the time this paper reaches its readers.

- Union Transfer Co.
- Oligney Motor Express
- Hardy Truck Lines
- Wheeler Transportation Co.
- Meeown Trucks
- Minnesota Truck Terminal
- Salvatore Santarsiers
- Ralph Hempel
- O. D. Smith
- Massie Truck Line
- Peterson & Son
- Minnesota Fence Works
- Sanitary Bedding
- St. Paul Welding Co.
- (Restricted to 1 1/2 ton)
- Drenkon Bros.
- U. S. Roofing Co.
- Walcher Bros.
- Volkzertung Pub. Co.
- Western Transportation Co.
- Golden Leaf Flour Co.
- Excelsior Transfer Co.
- Cronquist Transfer
- Webb & Patterson Co.
- G. G. Spangler
- Harry Schmidt
- Sely Peters Transportation Co.
- Selby Transfer
- Trump Transfer
- Freight Brokerage
- Auditorium Express
- Glendenning Tfr. Service
- Rochie & Gustafson
- McKay Motor Express
- Tri-State Transportation Co.
- Hennepin Transfer Co.
- Matthews Freight Service
- Northern Freight Lines
- Western Transportation
- Clarence Norby Transfer Co.
- Triangle Transfer & Storage
- L. & S. Transfer Co.
- Keehne Motor Frt. Lines
- Minnetonka Transfer Co.
- Babbitt Transfer Co.
- Knous Truck Lines
- R. & N. Motor Express
- Northwestern Terminal Co.
- Peter Sausage
- Wicker Transfer

Three 544 members went to jail in St. Paul Tuesday night while on picket duty with Local 120.

More trouble at the Film Express.

The American Railway Express at last got what has been coming to them for a long time. Wednesday they were tied up by the St. Paul Drivers union and did not operate for four hours. It was for running the picket line.

The commissary at the St. Paul strike headquarters is run like a clock. Those femms should get plenty of credit.

The new paint job on the second floor looks nice.

Vicious attacks are being made against Minneapolis truck leaders by St. Paul bosses over the radio.

Keep an eye on the steel strike. There is going to be war there before it is over.

Remember the picnic.

- Garske Truck Line
- Service Transfer Co.
- Rohweder Truck Lines
- Bell Transfer Co.
- Streamline Inc.
- Middlewest Film Express
- Greenstein Transfer Co.
- Roswick Truck Line
- Film Express Service Co.
- Overland Express Co.
- Olson Transfer Line
- Monson Dray Line
- Waconia Motor Express
- C. & L. Motor Frt.
- Cohen Motor Frt.
- Hyman Market & Transportation Company
- Wilson Forwarding Co.
- Noble Transit Co.
- Dakota Transfer & Storage Co.
- Robinson Transportation Co.
- A. P. Leuz
- Breece Motor Frt.
- Twiz. City-Des Moines Motor Express
- D. J. Ward Transfer Co.
- Ward Transfer Co.
- Northwestern Forwarding Co.
- Akron Motor Cargo Co.
- North West Frt. Forwarding Co.
- Bos Freight Lines
- Speedway
- National Truck Terminal
- Raymond Bros. Motor Transportation Co.
- Werner Transportation Co.
- Merchants Motor Frt.
- Britton Motor Service
- Keeshin Motor Express
- Hart Motor Express
- Mueller Trans. Co.
- Campbell & Spears
- G. & P. Transportation Co.
- Dependable Frt. Service Co.
- Certified Motor Transport Co.
- Schirmer-Strasburg Trans. Co.
- Northern Trans. Co. So. Dak.
- Consolidated Motor Frt. Term.
- Consolidated Freight Lines
- Schumacher Motor Express
- Buckingham Transportation Co.
- Murphy Motor Frt. Line Inc.
- Central Wisc. Motor Transport
- Blair Transfer
- Stellar Transportation Co.
- Klinkerfuss Bros. Co.
- Elscholtz Tri-City Lines
- Over-Nite Express Inc.
- Janke Transfer Co.
- Furnell & Webb Tfr. Co.
- N. St. Paul Tfr. Co.
- Brunell Trans. Co.
- Kelly Transfer Co.
- Potvin Transfer Co.
- Schweid Bros.
- Minn. Produce Co.
- Ben Fishberg
- A. B. Walton Co.
- Nakasian Rug Co.
- Minnesota Sawdust Co.
- Howe Tfr. Co.
- Geo. Schway Transfer Co.
- Scott Transfer Co.
- Flavagan Cartage Co.
- W. N. Olson Trucking Co.
- Glenn Pay Co.
- \*Bud Puffer
- \*Martin F. Falk Paper Co.
- \*Midwest Fish Co.
- \*Western Transportation
- \*Witte Transfer Co.
- \*Minn.-Wisc. Truck Lines
- \*Gateway City Transfer Co.
- \*Mitchell Hauling Service
- \*United Shipping
- \*Marlenee Truck Line
- \*Harris Brothers Plumbing
- \*Ross Case Transfer
- \*David Raskin
- \*Dougherty Storage & Van Co.
- \*Winona Dray Line
- \*Jensen Truck Line
- \*Wm. Stokes
- \*Geo. Nicolls
- \*Koepp Trucking Service
- \*Steffke Frt. Lines
- \*Kreigs Trucks, Duluth
- \*Hansen Transfer
- \*Shaffer Bros. Transport
- \*Flambeau Frt. Lines
- \*Twin City Supply
- \*Twin City Bedding Co.
- \*Schultz & Haglund

# ARTICLES OF AGREEMENT

Below is printed in full the agreement signed Sunday, June 27, by employers of the Regulated Motor Transportation Association and General Drivers Unions Local 120 of St. Paul and Local No. 544 of Minneapolis. It is believed that this contract gives to Twin City workers employed by over-the-road concerns the finest conditions prevailing anywhere in the country. The text follows:

The Regulated Motor Transportation Association and its members, hereinafter referred to as the Employer, and the St. Paul General Drivers and Helpers Union, Local No. 120, A. F. of L., and the Minneapolis General Drivers and Helpers Union, Local No. 544, A. F. of L., both referred to hereinafter as the Union, agree to be bound by the following terms and provisions covering wages and working conditions:

Article 1. The Union shall be the sole representative of those classifications of employees covered by this agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

Article 2. The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board.

Article 3. The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official business.

Article 4. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

Article 5. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations now granted, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

Article 6. In the event that the Employer violates the provisions of the foregoing article or violates any of the provisions elsewhere in this agreement relating to seniority rights, wages, hours of work, overtime differentials, and vacations, any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two times the standard straight time and overtime rates, if ordered by negotiation as provided in Article 7.

Article 7. Any controversy arising over the interpretation of or adherence to the terms and provisions of this agreement shall be settled by negotiation between the Union and the Employer. If settlement cannot be reached on this basis, the controversy shall be taken up by the Regulated Motor Transport Association and the Union. Failing settlement on that basis, such controversy shall be referred to a board of Arbitration composed of two (2) representatives of the Union, two (2) representatives of the Employer, and a fifth neutral member selected by a majority vote of the first four. The Majority decision of this board shall be final and binding on both the Union and the Employer in any controversy so settled.

Article 8. The Union and the Employer agree that there shall be no strike or lockout without first using all possible means of peaceful settlement of any controversy which might arise.

Article 9. The Employer shall not request or instruct any employee to go through a picket line of a striking Union, however, the Union agrees that in the event the Employer becomes involved in a controversy with any other union the Union will do all in its power to help effect a fair settlement.

Article 10. The term "Individual Truck Owner" shall be construed to mean the owner-driver of a truck, motor cycle, passenger vehicle, two or four wheel trailer, taxicab, horse-drawn vehicle, or any other vehicle used for transportation purposes.

Article 11. Unless otherwise indicated within the articles of this agreement, the rates of pay, hours of work, overtime differentials and general working conditions for Individual Truck Owners shall conform to the schedules which shall from time to time be agreed to by the Union and the Employer.

Article 12. The Individual Truck Owner shall have seniority standing only as a driver. The vehicle shall have no seniority standing. Only Individual Truck Owners certified by the Union may be hired.

Article 13. The Employer agrees that if any employee is required to wear any kind of uniform, same shall be furnished and maintained by the Employer free of charge and shall bear the union label.

Article 14. The Employer shall not arbitrarily charge employees for any loss or damage.

Article 15. Should the Employer require any employee to give bonds, the premium on same shall be paid by the Employer.

Article 16. No driver shall be permitted to allow any one on his truck unless so authorized by the Employer.

Article 17. The Employer agrees to assume the responsibility for prompt payment of injury compensation claims by his compensation insurance carrier, as required by the Minnesota Workmen's Compensation Act.

Article 18. Seniority rights shall prevail. A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place on the job.

Article 19. Any controversy over the seniority standing of an employee on this list shall be referred to the Union for settlement.

Article 20. The senior employees shall have first preference on the job provided, however, that the present assignment of employees in the various classifications of work shall not be disturbed in any manner other than that set forth below.

(a) When a job becomes open for any reason in any classification of work covered by this agreement it shall be bulletined by the Employer. All employees in the order of their seniority standing are eligible to accept or reject this job without jeopardizing their present or future seniority standing. Any controversy over the qualifications of an employee to handle a job shall be settled as provided under Article 7 of this agreement.

(b) In reducing the personnel because of lack of work or other legitimate reason the last employee hired shall be the first laid off, and in returning employees to work the last employee laid off shall be the first rehired. The necessary reassignment of employees to the various classifications of work shall be made accordingly.

(c) Where there is an obvious discrimination against a senior employee under the present assignments to the various classifications of work, the Employer shall make the necessary adjustments.

Article 21. Any employee desiring a Leave of Absence from the job shall secure written permission from both the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

Article 22. The Employer shall not discharge an employee without just cause and shall give at least one warning notice of the complaint against such employee, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, including drinking of any intoxicating alcoholic beverage while on the job. An employee may request an investigation as to his discharge and should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within five (5) days by written notice and a decision reached within ten (10) days from the date of discharge.

Article 23. New employees shall be placed on the seniority list after having worked a total of thirty (30) days, seniority to start from first date of employment.

Article 24. The Union and the Employer agree to abide by the following procedure on seniority in the event that the Employer absorbs the business of another company.

(a) In the event that a company other than a contract hauler which has previously operated its own trucks discontinues this method of operation and turns its hauling over to a contract trucking company, the employees of this company working on the trucks may transfer to the company taking the contract and be placed at the bottom of the seniority list of that company with first preference for all work done for their former employer.

(b) In the event that a contract for hauling is transferred from one hauling contractor to another, the men employed at the company which is losing the contract may elect in accordance with their seniority rights at that company to transfer to the company receiving the contract where they shall be placed at the bottom of the seniority list and shall have no preference in hauling other than that provided by their seniority standing at the company to which they transfer.

(c) If the minimum wage, hour, and working conditions in the company absorbed differ from those minimums set forth in this agreement, the higher of the two shall remain in effect.

Article 25. The regular work week shall be forty-eight (48) hours, except that the regular work week for employees shall be fifty-four (54) hours Overtime at the rate of time and one-half shall be paid for all time worked in excess of the regular work week.

Article 26. Employees shall receive full pay for all time spent in the service of the Employer. When called to work employees shall be guaranteed a minimum of four hours

pay; and if required to be available daily for service and not employed the employee shall be guaranteed a forty (40) hour minimum weekly wage at the rate set forth herein. There shall be no split shifts and any controversy over the application of this provision shall be settled as provided in Paragraph 7.

Article 27. The senior employees shall be the first to work the full weekly regular hours. There shall be no favoritism shown to junior employees. The Union shall have the right to examine the payroll records.

Article 28. Except in cases of emergency or where it is clearly unavoidable, no employee shall work overtime until all employees on the seniority list have worked the full quota of regular hours.

Article 29. In the event that the maximum work week is reduced by legislative act to a point below the regular work week provided herein, the contract shall be reopened for wage negotiations only.

Article 30. The term "driver" shall be construed to mean the operator of a truck, motorcycle, passenger, horse-drawn, vehicle, or any other vehicle used for transportation purposes and shall also include employees engaged in delivery service on foot or bicycle or by similar methods, when used to defeat the purposes of this agreement.

Article 31. All employees shall be paid in full each week.

Article 32. The following shall be the minimum rates of pay in the various classifications of work:

Classifications	Rates of Pay
Drivers	\$.70 per hour
Driver-helpers	.70 per hour
Platform Men and	
Helpers	.60 per hour
Warehouse Men	.60 per hour
Checkers	.65 per hour
Receiving Clerks	.70 per hour
Shipping Clerks	.70 per hour

Article 33. Truck drivers shall be paid not less than seventy cents (70c) per hour for all work performed. Time shall be computed from the time that the employee is ordered to report for work and until the time that he is released from duty. Delays, pick-ups, deliveries, loading and unloading, breakdowns, and tie-ups are to be included in time worked.

Article 34. The Employer may elect to pay on an hourly or a mileage basis. If he elects to pay on a mileage basis, such payment shall be not less than seventy cents (70c) per hour for all time worked.

Article 35. Forty-eight (48) hours shall constitute a work week and an additional six hours may be worked by a road driver and helper at straight time.

Article 36. Drivers and helpers on student trips shall be paid the minimum wages as herein provided for regular drivers and helpers.

Article 37. All time worked on Sundays or holidays shall be paid for at the rate of double the regular hourly rate, except in the case of employees on scheduled runs which begin on a Sunday or holiday evening or ends on a Sunday or holiday morning. The holidays subject to this provision are New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

Article 38. The Employer shall furnish all employees on out of town hauls with lodging while away from home terminals and five cents (5c) per hour shall be allowed for meals.

Article 39. Road drivers shall not be required to load or unload at terminal points before or after an eight hour driving period.

Article 40. Employees shall not be required to take rest in a sleeper cab. The Employer shall furnish proper sleeping facilities for road employees during rest periods away from the home city. Employees may have a maximum of sixty (60) days to re-arrange operating practices before this clause goes into effect.

Article 41. The Employer may require the employee to keep a time sheet showing the arrival and departure at terminals and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same to be turned in at the end of each trip.

Article 42. Drivers called to report for work shall be allowed sufficient time to get to the garage.

Article 43. All speed laws and regulations must be strictly adhered to.

Article 44. No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all City, State, and Federal regulations.

Article 45. The Employer shall install heaters in all over-the-road equipment.

Article 46. Employees covered by this agreement receiving or delivering freight at railway freight terminals or railway freight warehouses shall not be required to perform work ordinarily done by railroad employees.

Article 47. The Employer agrees to cooperate with the Union in the selection of qualified new employees, both temporary and permanent.

This agreement shall be in full force and effect from June 1, 1937, to and including May 31, 1938.