

Co-operative Agreements

(By Carl F. Freilinger.)

Many investigators of economic problems hold that the interests of the employer and his employee are incompatible; that the welfare of the worker is irreconcilable with the interests of his employer, or, in fine, the aims of capital and labor are so divergent that there can be no common interests, or common welfare, for both. The betterment of one class would work to the detriment of the other. Therefore, capital and labor cannot co-exist. Following this doctrine one must necessarily conclude that the only solution to the labor problem is the abolition of one of the classes or the absorption of one class by the other. We find this principle advocated by, and embodied in the tenets of Socialism and kindred economic and political organizations.

Diametrically opposed to this principle stands the union labor movement. Unionism holds that there is a common interest for employer and employee; that in many respects the welfare of the employer is the welfare of the worker, and therefore the interest of capital and labor are compatible. Holding these views, unionism strives towards a goal which will result in the mutual benefit of the employer and employee.

To work for a common good there must be an understanding; there must be co-operation, and there must be harmony. Each must know the needs of the other and both must understand the common interest of all.

To achieve this end, and bring about this understanding, unionism first organizes its men, then enters into an agreement with their employers. An agreement for the mutual welfare of both and setting forth conditions making uniform or eliminating competition.

These principles have long been recognized as the true principles of unionism. But it remained for the Photo-Engravers' Union, a small but thoroughly organized, progressive and militant organization, to evolve a co-operative agreement, in which the union works hand in hand with the employers' organization.

To better understand this agreement it would be well to set forth the evils which it strives to overcome. Competition among the engraving firms became so acute that the cost of production was entirely overlooked in the desire to underbid their competitors. This materially affected the working conditions of the engravers as well as resulted in a financial loss to the firms. In order to meet the low prices, work was rushed without regard to quality, and even the positions were no longer as steady as formerly, for the firms were forced to lay their men off at the slightest slump in business, in order to meet the competition. Conditions finally reached the stage where something must be done.

There seemed to be no remedy until the Chicago local of the Photo-Engravers' Union met with the Engravers' Club of Chicago, the employing Photo-Engravers' organization. Here the union submitted a new agreement, devised by its officers and the officers of the international union, which was a radical departure from any heretofore submitted.

The agreement is entered into not with the individual firms, but with the Engravers' Club. The engravers agree to work for none but members of the employers' organization and the employers agree to employ none but union men and to admit to its membership no firm who employs any men not members of the union.

A permanent committee consisting of five members of each organization is appointed to act as a commission, to adjust all disputes and grievances arising under the agreement. In event of a disagreement an arbitration is provided for by a clause in the agreement.

The Employers' Club has adopted certain standards, and exacts certain requirements of its members. These requirements limit, or, to a certain degree, eliminate competition. Failure to live up to the requirements and repeated violation of the rules of the Employers' Club brings upon the offending firm the penalty of suspension from the organization. This, of course, would prohibit the members of the union from working for the firm suspended from membership of the organization.

In order that there may be no unjust expulsion or no discrimination against new firms wishing to enter the field, no application for membership to the Employers' Club may be rejected without good and sufficient reasons and not without consent of the committee of five from the union. Neither can any firm be expelled from the employers' organization without consent of the union committee.

To adopt these agreements the union has found it necessary in many cases to aid the employers in organizing a strong association. But there is no need to fear these organizations, for the same power which built them can be used just as effectually to destroy them. This agreement has been in effect in Chicago for more than a year and in Portland for six months and many Eastern and Middle Western cities have also adopted this agreement. Since the signing of the agreements the competition has practically ceased, the speeding up in the shops has ended, and positions are more steady. The change has been of a mutual benefit. The employers are getting better prices for their work, the union men better working conditions, a better apprentice ratio and in some branches an increase of wages. Under the old condition the union could not hope to better the conditions of its members and would have to struggle to maintain the standard they had attained. But with the new agreements, with the employers making a fair profit, and in a position to raise the prices of the work, the union is in a position to gain for its members shorter hours, better working conditions and a better wage. This form of agreement has been examined by the leading attorneys of the country and pronounced constitutional. Their opinions are proven correct by recent legal tests carried on in New York City, where a number of publishers attempted to restore the old condition of price cutting by attacking the agreement through legal processes.

The engravers look forward to a day, in the near future, when every city shall have such an agreement, and sincerely recommend to all unions to investigate and see if some evils peculiar to their trades cannot be overcome by a co-operative agreement.

RETAIL PRICES OF FOOD, 1907 TO 1915.

The Bureau of Labor Statistics of the Department of Labor has just issued its Bulletin 197 on retail prices of food, 1907 to 1915, covering 44 of the principal industrial cities of the United States, a report in its regular series on Retail Prices and Cost of Living. The bulletin shows actual prices for June to December, 1915, inclusive, and also summarizes retail prices for the period from 1907 to 1915, inclusive.

According to the bureau's report, the combined average price for the year of the 17 principal articles of food covered by the report was 1 per cent lower in 1915 than in 1914. From 1914 to 1915 there was a decline in sirloin steak of 1 per cent; in round steak of 3 per cent; in rib roast of 2 per cent; in chuck roast of 5 per cent; in plate boiling beef of 4 per cent; in pork chops of 8 per cent; in bacon of 2 per cent; in ham of 5 per cent; in lard of 6 per cent; in hens of 5 per cent; in eggs of 4 per cent; in butter of 1 per cent; in milk of 1 per cent, and in potatoes of 18 per cent. Three articles advanced in price from 1914 to 1915: Flour advanced 20 per cent, corn meal 3 per cent, and sugar 11 per cent.

The lowest point during 1915 was reached in March, when the price of food as a whole was 4 per cent below the average of the year. From this point there was an upward trend to the end of the year, prices in December being 6 per cent above the average of the year.

Information up to April, 1916, collected by the bureau from month to month from the same sources and published in its Monthly Review, shows that the level reached in December, 1915, has been maintained, with slight declines in February and March, followed by a recovery in April.

To show the changes and results of changes in retail prices of food for a period of 26 years, from 1890 to 1915, inclusive, a table is given in this bulletin prepared from figures appearing in preceding reports and bulletins, presenting the average price of each article, and the average amount of each article that could be bought for \$1, each year of the period, except for two articles—sirloin steak and rib roast—for which satisfactory data were available only for the years 1907 to 1915.

You cannot win by wishing that another may lose; you can never step up by tramping someone else down; there is no merit in meanness.

Laundry Workers' International Union is composed of seventy-four locals, with a combined membership of 4300.

The leap-year girl still has plenty of time to look before she leaps.



ALICE JOYCE TO REMAIN WITH VITAGRAPH.

When Alice Joyce, the motion picture star, returned to the screen after a year and a half of private life it was by the way of the Vitagraph Company of America, who announced that she would play the feminine lead of Mary Ward in "The Battle Cry of War," a sequel to the renowned success, "The Battle Cry of Peace."

Coming to her new moving picture home, Miss Joyce decided to sign a contract calling for her appearance in the one picture only, as she thought it would be wise to see how she liked her environment and how her producer liked her work before signing for a longer period.

The Vitagraph officials thought this a wise plan and agreed to wait for a stated period of time before asking her to sign a regulation contract.

This space of time elapsed the other day and, delighted with her new home and associates, the popular star gladly signed her name to a long-term contract.

Although Miss Joyce is expected to be busy working in her new picture until the fall of the year, other manuscripts are being prepared and it will not be very long before her pictures will once more claim the prestige which is due them.

THE GARDEN

There is little in the planting line to be done from now until autumn. The home gardener is now among the watchful waiting ones. There is much to watch for one who takes pride in his garden, both among the flowers and the vegetables.

To conserve the moisture now in the soil lawn clippings can be used to great advantage. Cover the ground around the plants with the clippings and as they are dried by the sun add more. This not only retains the moisture, but the dry grass is later worked into the soil and adds fertilizer in the form of leaf mold. Scatter all wood ashes available in the garden and around the fruit trees and berry bushes. The ashes keep away many small pests and add a percentage of potash to the soil. Potash is almost impossible to secure through commercial sources since the war. Hence it is up to the gardener to use the material he can find at home to take its place. Burn all rubbish in the garden plot and rake the ashes into the soil.

When the peas have been picked from the vines, turn the vines under the soil. This will return to the soil the nitrogen in the vines and the decaying green will give humus and moisture. The same should be done with old cabbage leaves and stalks, cauliflower, beans, beets and potato tops.

In the flower garden there is always something to do. The pansies and sweet peas will bloom all the summer if no old blossoms are allowed to remain on the plants. Never allow them to go to seed. Pansies are really a Spring flower. They like mild sunshine and moisture. They will give you more pretty flowers for a little care than any other flower of the garden. These grateful little flowers will bloom till the late frosts come if you cultivate them occasionally and give them water during the dry weather. The more you pick them the more they bloom and there is nothing more beautiful than pansies arranged in low bowls for the table and window sill.

How often in early Spring have we admired our gay little crocuses and wished that they might bloom more than just the once-for-a-little-while. In almost every case there is the next best thing, and so there is in this instance—the Fall crocus. It, too, is a gay little flower and blooms late in the Fall when other flowers have faded and gone. It should be planted in August or late July and blooms late in October and in our mild climate no doubt would still be gay in November.

The Autumn daffodil is another Fall bulb and blooms along with the Fall crocus. The Autumn daffodil has another name—sternbergia.

If one wishes these late flowering bulbs to add to the end of the season's floral parade, orders should be put in immediately, as the month of June is none too early to place one's order and June has already said goodbye.

COOKERY

The menus for July should be appetizing, simple and varied. A single dish that is "different" adds more to the menu than a varied assortment served all at one time.

Chicken Mousse—Beat the yolks of three eggs slightly, add one-half teaspoonful of salt and one-fourth teaspoonful of paprika and pour on gradually one cupful of chicken stock which has been heated. Cook in a double boiler, stirring constantly until mixture thickens. Add one tablespoonful of granulated gelatine soaked in one tablespoonful of cold water and when gelatine has dissolved strain and add to one-half cupful of boiled chicken or fowl and one-half cupful of blanched almonds, both chopped, pounded and passed through a sieve. Season highly with salt and cayenne. Put dish containing mixture in a pan of ice water and stir until mixture thickens, then fold in one cupful of heavy cream beaten until stiff. Turn into a mold and chill.

Lenox Rarebit—Put one tablespoonful of butter in blazer and when melted add six eggs (beaten just enough to blend yolks and whites) mixed with one cupful of milk, one teaspoonful of salt, one-fourth teaspoonful of pepper and a few grains of cayenne. Cook until of a creamy consistency, stirring and scraping from bottom and sides of pan. When nearly done, add one small cream cheese, worked until soft. Serve on thin unsweetened crackers or squares of graham toast.

Meat Cakes—Finely chop one pound of lean veal, add two ounces of finely chopped fat salt pork and work together until well blended; then add two-thirds cupful bread crumbs, two eggs slightly beaten, one-third cupful flour, one-half cupful rich milk, one-half teaspoonful salt and one-eighth teaspoonful of pepper. Form into eight cakes, put into a dish, dot over with butter, using one and one-half tablespoonfuls, and pour around three-fourths cupful chicken stock. Cover and bake one hour, basting every ten minutes with liquor in the pan. Pour around the following sauce: Melt three tablespoonfuls of butter, add three tablespoonfuls of flour and stir until well blended, then pour on gradually, while stirring constantly, one cupful of milk and one-half cupful of cream. Bring to the boiling point and add three-fourths teaspoonful of salt, one-eighth teaspoonful of pepper and one-half cupful of pimento puree.

Cold Chocolate Pudding—Add one cupful of soft stale bread crumbs, one and one-half squares of unsweetened chocolate and one cupful of sugar to one and one-half cupfuls of cold milk. Put in a double boiler and cook until a smooth paste is formed. Beat the yolks of three eggs until light and add one-half cupful of milk, two tablespoonfuls of butter and one-fourth teaspoonful of salt. Stir into the hot mixture and cook, stirring constantly ten minutes, then add one-half teaspoonful of vanilla. Turn into a buttered pudding dish and bake in a moderate oven twenty minutes. Cool slightly, cover with meringue and bake in a moderate oven eight minutes. Serve very cold.

Raspberry Syrup—Pick over and mash two quarts of raspberries, cover and let stand in an earthen or granite dish over night. In the morning add three-fourths cupful of cold water, bringing slowly to the boiling point, and let simmer twenty minutes. Force through a double thickness of cheesecloth, again bring to the boiling point and fill small glass jars.

A bad man is far less dangerous than a cunning one.

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How Labor Injunctions Started

Writing in the American Federationist, President Gompers traces the injunction process from its beginning, when it was developed for uses in cases not covered by law, until the present time, when injunctions set aside constitutional guarantees.

"Our legal theories and judicial institutions were inherited from England," says President Gompers. "In England, in the early times, the only recourse for losses or damages to property or property rights was through legal procedure in the civil courts to secure an award for damages. But monetary awards were not always full compensation for losses, nor did they afford ample protection against encroachments of feudal overlords upon property or property rights of their retainers."

"There developed the custom of direct appeal to the king or to a representative of the king, known as the chancellor, or the 'keeper of the king's conscience.'"

"The matters involved in such controversies as were brought directly to the king were questions of equity rather than of law."

"The chancellor, who heard both parties, would report to the king advising that either the matter be dismissed or that an order be issued that the defender do what he ought to do or refrain from doing something that would work injustice."

"As time went on, these precedents developed into custom and custom into accepted law. Equity courts became an important part of the judicial machinery of England. The chancellor became a judge, who, without a jury, heard cases for which there was no adequate remedy at law and issued decrees directing that a certain course be carried out."

"These fundamental principles of chancery, or equity, were developed: (1) It was to be exercised for the protection of property rights only."

"(2) 'He who would seek its aid must come with clean hands.'"

"(3) 'There must be no adequate remedy at law.'"

"(4) It must never be used to curtail personal rights."

"(5) It must not be used to punish crime."

"Equity courts have been invoked in times of industrial disputes for the purpose of securing from equity judges restraining orders or injunctions restraining workers from collective action assuring that unity of purpose necessary to make a strike effective; from saying orally or publishing information or doing things necessary to induce employers to agree to better terms and conditions of work, and carrying on industrial contests."

"More than 20 years ago federal courts began to issue such restraining orders and injunctions with great frequency. Since equity courts have jurisdiction only over controversies involving property or property rights, the only seeming justification for the issuance of these restraining orders is the theory that employers' right to do business includes a property right in the labor of employees necessary to carry on the business profitably."

"They assume that property and property rights are infinitely more important than human beings or human rights, and demand that these shall be subordinated to profits and uninterrupted production or transportation."

"It has no bearing upon this argument to stigmatize wage earners wrongfully as lawless and doers of violence. When workers violate law or commit crimes, there is adequate remedy at law. No judge has a right to issue an injunction forbidding commission of crime in advance—neither has an equity court the right to try criminal cases."

"Injunctions have been issued that set aside rights guaranteed workers and all citizens of the states and the United States both by statutory and constitutional law. Restraining orders and temporary injunctions were drawn by lawyers in the pay of employers, presented to equity judges and often signed without even being read, pending, of course, a future hearing. But between the time when they were issued and the future hearing they constituted an order of the court, violation of which could be punished as contempt of court and penalized by fines or imprisonment."

"The terminology used in these edicts was such as to create prejudice against the purposes and activities of the workers by designating them by epithets that carried

with them the insinuation of lawlessness and malicious purposes.

"The use of the writ of injunction in industrial disputes was so often in contravention of law and legal justice and subversive to the regular institutions of justice and government that it was fittingly designated as overnment by injunction. It secured to employers immunity and special privilege and denied workers rights and opportunities. All of this was accomplished under guise of superficial legality in a manner that was outwardly respectable and sanctioned by institutions of justice."

"Thus, like many another beneficent institution, the writ of injunction, which was intended to serve the best interests of the people, became an instrument of injustice and tyranny."

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