

NOT A PERIODICAL

THE UNIVERSITY  
OF ILLINOIS  
LIBRARY

305  
IL  
V.6  
Cop. 2

NOT A PERIODICAL

~~XXXXXXXXXX~~  
~~XXXXXX~~

Return this book on or before the  
**Latest Date** stamped below.

University of Illinois Library

10-4

10-5-55

~~DEC 2 1955~~

~~LIBRARY~~







305

IL

V.6<sup>3</sup>

cop: 2

# Wage Bargaining on the Vessels of the Great Lakes

HENRY ELMER HOAGLAND





## PREFACE

This study is an attempt to trace the development of methods of wage bargaining in the transportation industry of the Great Lakes. Beginning as an industry in which both profits and wages were highly speculative, lake traffic has been so modified that the returns to both capital and labor have become standardized. This has been made possible by the ever-increasing concentration of control of physical property and by the unification of the interests of wage earners. In the early days one man owned but one vessel and carried freight for other men each of whom owned but a small fraction of the supply of such freight. At present one corporation controls—through ownership and charters—a majority of the available tonnage, and in addition owns an even greater majority of the freight to be shipped. Formerly the wage earner identified his interest with that of his employer. Later he banded with his fellow workers into unions for the purpose of bargaining with the employers. More recently he has had the terms of his labor contract dictated by the same corporation which dominates the management of the physical property involved in lake traffic.

Much of the information was collected while the writer was employed as special investigator for the United States Commission on Industrial Relations. Grateful acknowledgment is made to representatives of employers' associations, to union officials, to government agents connected with lake traffic, and to the many individuals who have assisted in furnishing the background of facts from which to interpret labor relations on lake vessels. From the nature of the problem investigated, much of the testimony obtained from interested parties was necessarily contradictory. For this reason care has been taken to avoid reliance upon oral statements. Reference has been made to published records wherever possible. Throughout the entire investigation the writer was impressed by the desire of all parties interested in lake traffic to have the subject of labor relations on lake vessels fully and fairly presented. It is his earnest hope that this desire has been satisfied in this study.

The writer is indebted to his colleagues, Prof. E. L. Bogart, for suggestions concerning the form of presentation of the material in this study, and Dr. M. H. Hunter, for assistance in reading proof.

H. E. HOAGLAND

Urbana, Illinois  
October, 1917



## CONTENTS

	CHAPTER I	
BEGINNINGS OF ORGANIZATION . . . . .		9
	CHAPTER II	
GROWING CONCENTRATION . . . . .		23
	CHAPTER III	
TRADE AGREEMENTS . . . . .		37
	CHAPTER IV	
DISRUPTION OF THE UNIONS . . . . .		61
	CHAPTER V	
OPEN SHOP . . . . .		84
	APPENDICES	
A. — WAGE BARGAINING ON LAKE ERIE DOCKS . . . . .		103
B. — GRAIN HANDLERS' AGREEMENTS . . . . .		110
C. — WAGE BARGAINING IN THE LUMBER CARRYING INDUSTRY . . . . .		116



## CHAPTER I

### BEGINNINGS OF ORGANIZATION

Previous to 1840 nearly all traffic on the Great Lakes was from the East to the West to supply the needs of a new country. Earlier than this the chief traffic eastward was in grain and as late as 1836 the total receipts of grain at Buffalo were only a half million bushels.<sup>1</sup> This came largely from Ohio ports. The first grain shipped from Chicago to Buffalo, a few bags of wheat, was sent in 1831.<sup>2</sup> By 1840 the total traffic in grain from Chicago to Buffalo was only a few thousand bushels. From then on, however, grain shipments increased rapidly, until in 1846 Buffalo received six and a half million bushels from Ohio and other western states.<sup>3</sup>

The boats which had supplied the west-bound traffic were built for miscellaneous freight and passenger service. The east-bound traffic in grain brought forth in 1850 the first bulk freighter, a small sail-boat capable of carrying about 13,000 bushels of grain.<sup>4</sup> Relatively few west-bound boats were built for continuous service, their chief purpose being to take their cargoes to the new West, much as the arks were used on the Ohio River or the prairie schooners were used in land transportation. Once at their destination the early west-bound boats were broken up, the materials of which they were made were used for other purposes and the men who operated them entered other occupations.

<sup>1</sup> *Marine Review*, May 30, 1907, p. 22.

<sup>2</sup> *Ibid.*, Feb. 22, 1906, p. 15.

<sup>3</sup> *Ibid.*, May 30, 1907, p. 22.

<sup>4</sup> *Marine Record*, Aug. 25, 1898, p. 6. The *Marine Record* and the *Marine Review* were both trade journals, patronized by and representing lake shipping interests. The former was established in 1878 and the latter in 1890. Both were published at Cleveland. On August 14, 1902, they were consolidated and for a year and four months appeared under the name of *Marine Review and Marine Record*. In January, 1904, the name was changed to *Marine Review*.

The new grain freighters changed the character of lake traffic and created a demand for a class of men to follow lake sailing as a vocation. A typical crew of these early days consisted of a captain, two mates, twelve sailors, a cook and a royal boy.<sup>5</sup>

The captain not infrequently was also the owner of the boat. At any rate he was always complete master of it, making an accounting with its owner only at the end of the season.<sup>6</sup> The risks of the traffic were great and freights were high. The chances of great profits induced investment in boats and with good fortune a captain could hope to pay for his boat in one or two seasons. Very often boats were built for captains with no other security than faith in the integrity of the purchaser.

Sailing was a trade to be learned in the school of apprenticeship. In the winter time the sailor was engaged in repairing his boat and in fitting it for the coming season, if not indeed in making a new boat.<sup>7</sup> Knowledge of sailing was required of the men who did this work. The hazards of the sailing occupation and the hardships to be endured demanded that the sailor be a rough, uncouth pioneer. Being such and having served his apprenticeship, he had a right to expect to become some day a captain and perhaps the owner of a boat if he could demonstrate his integrity and his ability to control the men under him.

It was this type of men who formed the first sailors' organization on the Lakes — the Seamen's Benevolent Union of Chicago. The early records of this organization indicate that it was formed August 18, 1863, and that it received a charter from the State of Illinois in 1867.<sup>8</sup> The scarcity of labor at this time made wages high without collective action. This condition, together with the absence of direct antagonism between employer and employee, confined the object of the organization to the "moral, mental and mutual improvement of its members." Similar organizations followed at other ports, but all of these, like the parent union, were short-lived. It was not until there developed a real need for collective action that the organization of lake sailors was again attempted.

<sup>5</sup> *Marine Record*, Aug. 25, 1898, p. 6.

<sup>6</sup> *Marine Review*, Dec. 15, 1904, p. 21.

<sup>7</sup> *Ibid.*, Dec., 1909, p. 528.

<sup>8</sup> From an old seal and miscellaneous records in the office of the present Lake Seamen's Union.

About 1870 began two of the contests which have helped to revolutionize lake traffic; the first was the contest of iron ore with grain for first place in shipments, and the second was the contest of steam with sail as the motive power of lake transportation. Iron ore was discovered on the Marquette range September 19, 1844.<sup>9</sup> The first ore removed from the mines was carried on the backs of prospectors. For several years attempts were made to make iron in the upper lake district and it was not until 1853 that plans were laid to ship the ore itself to the lower lakes. In September of that year, 152 tons were shipped in four vessels from Marquette to Sault Ste. Marie where it was portaged over the falls, reloaded upon another boat and carried to Erie, Pa. The Sault Ste. Marie canal was opened June 18, 1855, and immediately iron ore shipments began to assume importance.

It was not until several years later, however, that the ore trade equaled the grain trade or even the lumber trade. For example, in 1866 the grain receipts at Buffalo alone were 1,500,000 tons; the lumber receipts at Chicago alone were 400,000 tons; while the ore receipts at all Lake Erie ports together amounted to only 279,000 tons. By 1880 grain shipments were double those of 1866, while ore shipments increased sevenfold and totalled approximately 2,000,000 tons. Eight years later ore shipments exceeded 5,000,000 tons and for the first time surpassed grain shipments. Since then iron ore has had no competitor in lake tonnage. The 1890 shipments were almost double those of 1888; 1899 more than double 1890; 1906 more than double 1899; while by 1912 the annual ore shipments by lake boats had reached almost 50,000,000 tons.<sup>10</sup>

As late as 1863, 93 per cent of all lake tonnage was sail.<sup>11</sup> Barges were first used on the Lakes in 1861 — in the lumber trade.<sup>12</sup> Four to six were towed by propellers or tugs. None of the early steam-boats were ore carriers. All of them carried

<sup>9</sup> This brief historical statement is condensed from an article appearing in the *Annual Report of the Lake Carriers' Association* for 1910, pp. 102 *et seq.*

<sup>10</sup> *Marine Review*, Dec., 1912, p. 440. The unprecedented war demand for ore caused a further increase in lake shipments to 65,000,000 tons in 1916. *Ibid.*, Feb., 1917, p. 75.

<sup>11</sup> *Ibid.*, Apr. 14, 1904, p. 30.

<sup>12</sup> *Ibid.*, June 2, 1904, p. 52.

passengers and were ill-fitted to carry ore though some of them occasionally carried a deck load.<sup>13</sup> The first steam-boat built for the iron trade—a 200 footer—appeared in 1869. A second followed the next year, built to carry 1,200 tons. The second was built as the consort of the first. This started a method of ore transportation which was the prevailing practice for nearly twenty years. Sail-boats carried up to 600 tons and had, until 1870, almost a monopoly of bulk freight trade. Steam gained very rapidly from then on.

The early steam-boats, like the schooners, were built of wood. The first iron steamer to be used on the Lakes for commercial purposes was built in 1862;<sup>14</sup> this had a gross tonnage of 861 tons. The first to be used in the ore trade was built in 1882.<sup>15</sup> Two years later steel boats appeared and by 1886 iron ceased to be used for ship-building on the Lakes.<sup>16</sup> As late as 1887 all but 42 of the freighters on the Lakes were built of wood. The largest number of steam vessels built in any one year previous to this time was five. In 1888 14 were built. With the advent of steel boats wood ceased to be used for ship-building material and sail-boats gradually gave place to steam-boats. No sail freighters have been built since 1891 and by 1904, 97 per cent of the tonnage on the Lakes was propelled by steam.<sup>17</sup>

The draught of ore vessels has always been regulated by the depth of the water in the locks at the Sault Ste. Marie so that increase in the size of vessels has depended upon the activity of the United States government in deepening channels, building locks, installing lights, and in other ways making traffic more safe and providing for a larger class of boats. The response to such improvements has been rapid and the boats have continually increased in size. The first of the ore boats carried less than 1,000 tons. The largest cargo in 1882 was 1604 tons; by 1892 the largest cargo was almost double that of 1882; by 1898, almost double that of 1892; while with the appearance of the 500 footer in 1900, a cargo of 10,000 tons was made possible.<sup>18</sup>

<sup>13</sup> *Annual Report Lake Carriers' Association*, 1910, p. 106.

<sup>14</sup> *Marine Review*, Feb., 1910, p. 64.

<sup>15</sup> *Ibid.*, June 2, 1904, p. 53.

<sup>16</sup> *Ibid.*, Feb., 1910, p. 64.

<sup>17</sup> *Ibid.*, Apr. 14, 1904, p. 30.

<sup>18</sup> *Annual Report Lake Carriers' Association*, 1910, pp. 109 *et seq.*



Even this amount has been increased more than 40 per cent since 1900.

After the first real boom in lake traffic, beginning in 1871, came the depression of 1872 from which the lake trade did not recover until 1878.<sup>19</sup> The labor riots which accompanied the depression resulted in the revival of the spirit of organization, this time under changed conditions. Wages were low; the boats had increased in size and hence in cost; the percentage of captains owning their own boats had decreased and in their places had appeared vessel owners who began to try to run their boats on a more business-like basis. Following the Chicago riots of 1877 one of the labor leaders — a longshoreman — organized a strong union in his own trade and then turned his attention to the seamen. Under his leadership the old seamen's union was reorganized on April 1, 1878, under the name of Chicago Seamen's Benevolent Union, having as its object the "mental, moral and financial improvement of its members."<sup>20</sup> Immediately branches were organized at other lake ports — nine within a year. Control of the organization, including the branches, was retained in the parent union at Chicago.

The return of prosperity in 1878-1879 found the sailors well organized and ready to dictate terms to the vessel owners. Only sailors — those with practical knowledge of operating sailboats — were admitted to membership in the union, but mates and even captains were included at times, since the interests of captain and owner were no longer identical. The increased demand for sailors gave the union a sense of power and "scab" became anathema.<sup>21</sup> Union members were not permitted to sail with non-union men<sup>22</sup> and those who incurred the enmity of the organization by refusing to join it were, in some instances, forever prohibited from becoming members or were driven from the Lakes if even harsher methods were not used. When necessary to keep non-union men off the boats union men were permitted

<sup>19</sup> *Marine Review*, Feb., 1910, p. 64.

<sup>20</sup> As stated in its constitution, in ms.

<sup>21</sup> Boarding-house keepers were boycotted for harboring non-union sailors and even an undertaker who had buried a non-union man was placed on the unfair list for a period of 99 years. Journal of the Chicago Seamen's Benevolent Union, in ms., *passim*.

<sup>22</sup> *Constitution*, 1879, sec. 7.

to work at less wages than the scale adopted by the union itself.

The idea of a trade agreement, fixing for a season wages and conditions of work, was not thought of. Union members looked with distrust upon any conference with boat owners and preferred to dictate the terms under which they were willing to work.<sup>23</sup> The sailing year was divided into four seasons: 1. Pre-season shipments began before the regular spring shipments were definitely started. High freights due to unusual risks of the weather tempted some boats to make a trip or two before spring really opened. 2. The regular spring season began with settled weather conditions. 3. The fall season was characterized by decreasing traffic and the disappearance of "summer sailors" from the Lakes. 4. Post-season shipments were made under conditions similar to the very early shipments. In the first and fourth periods wages were usually paid at so much per trip since the time required to make a trip was uncertain and day wages might prevent shipments since wages might amount to more than the freights received. Wages during the second and third periods were paid by the day. It was customary for the captain to pay off his crew upon reaching port and to hire a new crew only when again ready to sail.<sup>24</sup>

Under these conditions the union forbade its members to ship for a round trip when sailing to a port which had a branch union. For it was not unusual for wages to be changed every few days if the union members thought freight rates warranted an increase in wages. The method of increasing wages was as follows: the union men at any port were called together and asked to vote an increase of \$.25 per day. Such increases always took effect the following day. Hence a member shipping from Chicago to Buffalo, for example, at \$1.75 per day might find upon reaching the latter port that wages had been raised to \$2.00 per day. In fact such increases became so frequent that at the second general convention of the union, in 1879, it was voted that no branch could raise its wages above the scale set by the Chicago union.<sup>25</sup>

In reality of course this was an attempt to establish a sliding scale of wages to be governed by freight conditions. But when

<sup>23</sup> Ms. records of Lake Seamen's Union, *passim*.

<sup>24</sup> *Marine Record*, Oct. 17, 1901, p. 11.

<sup>25</sup> Journal of Chicago Seamen's Benevolent Union, in ms., *passim*

left to an irresponsible group of sailors to learn first what freight rates prevailed and then to adjust wages accordingly, it often resulted in tying up the boats because the wages demanded included profits as well. Indeed it was not unusual for the union to call a second meeting within a day or two after voting to raise wages in order to reduce them again if its members thought the boats would not leave port under the wages set.

In the hands of the union the individual vessel owners were at a disadvantage. If they secured non-union men, these were either driven from the Lakes or into the union. The owner must either have accepted the terms offered by the union or have kept his boats tied to the docks. After almost three years of submission to union dictation the vessel owners at Cleveland met on September 1, 1880, and formed the Cleveland Vessel Owners' Association, having as its chief purpose the destruction of the seamen's unions. The owners at other ports were favorable to the formation of a general vessel owners' association to effect this and other purposes and on February 16, 1881, a general meeting was held at Chicago to discuss such an association.<sup>28</sup> Already the ore trade was centered in Cleveland, the grain trade in Buffalo, and the lumber trade in Chicago. There was not yet sufficient community of interest to insure the success of a general organization and the Chicago meeting failed to accomplish its purpose. Instead the local associations continued and met with varying success. The most successful were those at Buffalo and Cleveland.

The Cleveland Vessel Owners' Association began by establishing shipping offices at Cleveland, Ashtabula, and other nearby ports, for the purpose of securing non-union men and of protecting them on the boats. As its chief shipping officer the association secured a man who though once a union sympathizer and a member of a sailors' union, had since cast his lot with the opponents of unionism and had already demonstrated his ability as a strike breaker. Being a prize fighter of no mean ability and a police officer with notches on his gun barrel he was the type of man needed by the association to do battle with the turbulent unionists.

Calling to his assistance men of his own type, the shipping officer began a twenty years' war upon the sailors' unions. The

<sup>28</sup> Beers, *History of the Great Lakes* (Chicago, 1899), p. 465.

first open fight occurred during the season of 1881 and resulted in a victory for the employers. When the union began to recoup its losses two years later it turned first to demands for legislation as a means of remedying its ills. The lobby at Washington to secure the passage of various seamen's bills was established at this time.<sup>27</sup> Failing in immediate success in its demands for legislation, the union again gave battle to the Cleveland Vessel Owners' Association and again met defeat in 1885.

In addition to a return to legislation after the second defeat, the union turned to the Knights of Labor for support and on March 24, 1886, secured a charter for the Seamen's Assembly of the Knights of Labor.<sup>28</sup> The war against the Cleveland Vessel Owners' Association was continued as before, but the Knights of Labor failed to accomplish for the seamen more than the latter had been able to do for themselves. Furthermore the type of men who sailed the Lakes were not greatly enthused over the ritualistic ceremonies demanded in the meetings of the Knights of Labor, nor were they willing to grant their officers the deference due a Venerable Sage, an Unknown Knight, a Judge Advocate, or an Almoner.

Union membership failed to increase and the Vessel Owners' Association retained control over wages and labor conditions on the boats. At the same time a new cloud began to assume huge proportions on the horizon of the seamen's union. Up to this time the union was composed of sailors—men on sailing vessels only. Here, with the exception of the master of the boat, there was little distinction of skill among the workers. All were sailors—members of a skilled trade. While on the steam-boats there were various grades of men with the unskilled deckhands and firemen in the majority. The sailors looked with disdain upon these two classes of men and "Wooden boats, iron men: iron boats, wooden men" became their slogan.<sup>29</sup>

<sup>27</sup> The first appropriation noted in the journals of the seamen's union for the purpose of defraying the expenses of a representative at Washington was in 1884. Since that time much attention has been given by the union to legislation. The now famous so-called LaFollette Seamen's Law is based upon the same demands made by the union in 1884.

<sup>28</sup> Branches of the union were given proper names in addition to their K. of L. numbers. For example, the Buffalo local was called the "Perry Labor Club," Local Assembly 6166, K. of L.

<sup>29</sup> Ms. journal of Lake Seamen's Union, Feb. 20, 1894.

In spite of its two decisive defeats by the Vessel Owners' Association and in spite of the fact that the steam-boats were steadily taking over the business of the sailing vessels and hence reducing the demand for sailors, the union had continued its system of voting changes in wages whenever it seemed at all likely to succeed in forcing an advance. To be sure, its failures since 1881 had far outnumbered its successes. Nevertheless it continued the plan. By 1888 the union leaders realized that steam-boats would soon completely displace sailing vessels and that if the union would prosper it must organize the men on the steam-boats. The rank and file of the men did not realize the change taking place in lake traffic and opposed any plan to extend the jurisdiction of the union. Then too the Vessel Owners' Association so thoroughly controlled the situation that the steam-boatmen did not dare join the union at this time.

In 1889 offers were made to the vessel owners to have a committee of the union meet a committee of the association and try to effect an amicable settlement of their differences.<sup>30</sup> These offers were ignored. The year 1889 was a dull season for sailing vessels on the Lakes and the owners had little difficulty in securing non-union men at any wages they were willing to pay. Failing in their request for a conference, the union leaders then proposed that any attempt to set a union scale of wages be abandoned and that the organization be continued merely as a beneficial association. This too was opposed by the members<sup>31</sup> and for two years longer the losing fight was continued.

The union suffered an unusual loss of membership in 1889 and at the opening of 1890 prospects looked discouraging. Withdrawal from the Knights of Labor was discussed though not acted upon. It was voted, however, that the question of wages "shall not be entertained in any way, shape or form collectively by any branch or body attached to this Association;" and that "members shall make no discrimination as to whom they shall sail with or as to where they shall obtain this employment."<sup>32</sup> Later in the season the demand for seamen increased and the

<sup>30</sup> Circular letters were sent out by the union to the members of the association.

<sup>31</sup> At the same meeting, however, the union modified its policy toward non-union sailors by permitting its members to sail with such men.

<sup>32</sup> Journal of the union, in ms., Jan. 21, 1890.

above action was rescinded. Union shipping offices were established, wage scales were again voted, and union members were prohibited from sailing with non-unionists.<sup>33</sup> The vessel owners' shipping offices were boycotted and members of the union found within such offices were fined heavily. The Vessel Owners' Association resorted to its accustomed practice of securing non-union men from the Atlantic ports and succeeded in preventing any effective action by the union.

Near the end of the season of 1890 all available vessel tonnage was in commission and the outlook for 1891 was good. The spirit of unionism revived. The determination to withdraw from the Knights of Labor and to substitute a strong union of lake-faring men for the old conglomerate organization of all trades had become general enough to lead the members of the union to follow the advice of their leaders. One faction of the union, led by the Milwaukee branch, remained loyal to the Knights of Labor for two years longer.

The seceders formed a new organization but they were still imbued with the industrial union philosophy of the Knights of Labor, as is indicated by the following announcement to the press at the time of organizing:

We want to number among us every man on the Great Lakes who is employed in any capacity connected with the Lakes. We want the man who builds the boat; the man who runs her engines and fires her boilers; the man who loads and unloads her; her deckhands; cook; every man who depends for a living upon the vessel owner. When we have these men enrolled as members we will be on an equal footing with the owner of floating property, and not until then. Then we can go to our employers and demand fair compensation for our labor, and we will be in a position to back up our claims.

This action was followed the next year by the formation of the National Seamen's Union of America to include the unions on the Lakes, the Pacific Coast, and the Gulf of Mexico. The unions on the Atlantic Coast were not represented but sent their greetings. The national union also was to be a democratic organization, to include all men who "make a living by following the sea or on the Lakes in any capacity in steam or sailing vessels."<sup>34</sup> The dreams of the founders of these organizations were never

<sup>33</sup> Journal of the union, in ms., *passim*.

<sup>34</sup> *Proceedings* of the union for 1892, p. 3.

realized but their success was immediate and helped to bring about a change in the employers' associations on the Lakes.

As already noted, the attempt to form a general vessel owners' association at Chicago in 1881 failed because there was not yet sufficient community of interest to hold the local associations together. Their interests were, for the most part, local in their nature and as such could be handled better by local organizations. These local associations continued their separate existences, with the Cleveland association leading in importance and at times assuming the character of a general organization. Having succeeded in defeating the seamen's union in its first open battle in 1881, the Cleveland association turned its attention to legislation, navigation problems, etc., retaining its shipping offices and its non-union policy as its chief reason for existence.

The Lake Carriers' Association was formed at Buffalo May 21, 1885, after a preliminary meeting of vessel owners from the various lake ports had been held at Chicago April 14, 1885.<sup>35</sup> According to its constitution, the purpose of the association was "to consider and take action upon all general questions relating to the navigation and carrying business of the Great Lakes and the waters tributary thereto, with the intent to improve the character of the service rendered to the public, to protect the common interest of the lake carriers, and to promote their general welfare."<sup>36</sup> It was composed at first of passenger and package freight lines and was dominated by the larger interests. It was opposed by the smaller owners in this class of business and by the bulk freighters who already had membership in the existing associations. In order to overcome the opposition of the latter, the new association eschewed labor troubles and refused to consider any question of a purely local nature. It encouraged the formation of local associations for these purposes and was instrumental in building up a strong local association at Buffalo.

The new association was opposed especially by the Cleveland Vessel Owners' Association because the former was dominated by Buffalo interests while the latter largely dominated the policies of the local associations at other lake ports. But in spite of strong opposition, the Lake Carriers' Association included in its

<sup>35</sup> *Marine Record*, Jan. 26, 1899, p. 15.

<sup>36</sup> Beers, *op cit.*, p. 466.

membership, at the end of its first year, one-fifth of all lake tonnage, steam, sail, and barge. Its first official act was to secure the services of a representative at Washington to watch legislation affecting lake interests. Other subjects which received attention early were the establishment of lights, the clearing out of obstructed channels, and the building of bridges over connecting water courses.

From 1885 to 1891 the Lake Carriers' Association and the Cleveland Vessel Owners' Association remained independent of each other, occasionally acting in harmony but more often working at cross purposes, even though seeking the same end.<sup>37</sup> The weakening effect of this division of forces, together with the growing strength of the seamen's union, brought about at the beginning of 1891 a demand among the vessel owners for an amalgamation of the two major associations and the absorption of all other such organizations on the Lakes. Throughout the latter part of 1891 conferences were held at various ports around the Lakes and on April 28, 1892, a general conference at Detroit effected the reorganization of the Lake Carriers' Association to include all vessel owners on the Lakes and to take over all activities of existing associations.<sup>38</sup>

The new association took over the shipping offices formerly maintained by the Cleveland Vessel Owners' Association and in addition established similar offices at other important lake ports.<sup>39</sup> Almost immediately thereafter a war of extermination was begun against the reorganized seamen's union.<sup>40</sup> Shipping offices were established in New York City and men were sent from there to the Lakes to take the places of the union seamen, the Lake Carriers' Association paying the cost of transportation.<sup>41</sup> Violence was practiced by both sides and personal encounters became very common.<sup>42</sup> Numerous murders have been

<sup>37</sup> *Annual Report Lake Carriers' Association*, 1892, pp. 14 *et seq.*; *ibid.*, 1893, p. 1.

<sup>38</sup> *Ibid.*, 1893, pp. 1-2.

<sup>39</sup> *Ibid.*, 1893, p. 2.

<sup>40</sup> *Proceedings International Seamen's Union*, 1893, p. 7; 1895, p. 7.

<sup>41</sup> *Annual Report Lake Carriers' Association*, 1893, p. 22.

<sup>42</sup> *Ibid.*, 1893, pp. 13-14. The prosecution of union men and the defense of non-unionists arrested during fights and pistol duels caused one of the greatest items of expense for the association during this year.



charged to these encounters. Police protection varied inversely with the strength of unionism in politics and directly with the degree of influence exerted by the members of the Lake Carriers' Association. For example, in Buffalo, one of the two chief centres of the Lake Carriers' Association strength, ninety police officers were detailed by the city authorities to give non-union men protection while in port. And this without expense to the vessel owners.<sup>43</sup> While in Chicago, the centre of union strength, the vessel owners and their non-union employees were left to the mercy of the union pickets.

Measured by the shipments of iron ore, lake traffic decreased over 30 per cent in the depression of 1893 and the 1892 figures were not reached again until 1895. This slump in traffic created a surplus of labor and, together with the dissensions which developed within the ranks of the union, helped the Lake Carriers' Association in its fight to disrupt the union. In spite of the inclusive declaration to the press which accompanied the reorganization of the Lake Seamen's Benevolent Association in 1891,<sup>44</sup> the rank and file of the union were still opposed to accepting steam-boatmen as members. After a two years' struggle to prevent the lake seamen from withdrawing from the Knights of Labor, the Milwaukee local gave up the fight at the beginning of 1894 and started a new organization to be composed of steam-boatmen and sailors and to be called the Lakefaring Men's Union.<sup>45</sup> It was thought by the seamen's union that this new organization was fostered by the Lake Carriers' Association to divide the forces of the seamen. At about the same time the Steamboatmen's Protective Association, to be composed of wheelmen, lookoutsmen, watchmen, and stewards, was started at Chicago with 150 members. A general organization to include all steam-boatmen on the Lakes was planned.<sup>46</sup>

The general dissatisfaction with the failure of the Lake Seamen's Benevolent Association to withstand the attacks of the Lake Carriers' Association in 1893, together with the formation of the dual organizations, brought about another reorganization of the parent union in 1894 under the name of Lake Seamen's

<sup>43</sup> *Annual Report Lake Carriers' Association*, 1893, p. 12.

<sup>44</sup> *Cf. supra*, p. 18.

<sup>45</sup> *Journal Lake Seamen's Union*, in ms., Jan. 30, 1894.

<sup>46</sup> *Marine Review*, Jan. 5, 1892, p. 12.

Union.<sup>47</sup> A definite effort was then made to enlist in its membership the able seamen on steam-boats. Men were plentiful at this time, however, and the efforts of the union were unavailing for a time, either to increase its membership or to secure favorable terms from the vessel owners.

For the third time the owners of the vessels which carried iron ore had succeeded in driving the seamen's union from the Lakes — twice when organized in the Cleveland Vessel Owners' Association and once in the Lake Carriers' Association. At no time had there been any serious talk of compromise, of trade agreements, of giving the men on the boats a voice in the determination of the conditions under which they worked. Incensed at the dictatorial methods of the early unions, the owners began a counter attack and won the first open battle in 1881. Intermittent guerrilla warfare during the succeeding four years was followed by the second open fight in 1885 and again the owners won. Again the union resorted to secret attacks upon non-unionists and vessel owners until, encouraged by reinforcements in 1891, its members began the third campaign against the combined forces of their union-hating employers. Like the vessel owners, the unionists did not wish compromise or trade agreement, but sought dictation of the terms of their employment instead.

<sup>47</sup> Journal of Lake Seamen's Union, in ms., Mar. 6, 1894.

## CHAPTER II

### GROWING CONCENTRATION

By 1896 the bulk freight traffic on the Lakes had become definitely established as primarily a movement of iron ore. Shipments of coal up the Lakes were increasing to be sure, but such cargoes were profitable only when carried in the vessels which brought ore down the Lakes. The coal was carried to offset the charges of returning the vessels to the ore mines. The shipments of grain, the nearest rival to ore, amounted in 1896 to less than 5,000,000 tons; the shipments of ore amounted to more than twice as much as the shipments of grain. The banner year for grain shipments was 1898 when slightly more than 6,000,000 tons were received at Buffalo.<sup>1</sup> Since then the grain trade has declined nearly 50 per cent. This decline has been due to changed conditions of agriculture, more grain now being fed to stock than formerly, and to larger shipments south rather than east.<sup>2</sup>

On the other hand, annual ore shipments since 1896 have increased from 10,000,000 tons to 65,000,000 tons. Owing to the depression in the early nineties, but little more ore was shipped in 1896 than in 1890; but beginning in 1896 the increase in ore traffic has been rapid and, except for occasional lean years, continuous.

During this time capital invested in every branch of the iron and steel industry and hence control of every branch of the industry has become concentrated into fewer hands. This concentration of control has affected lake traffic as well. Previous to 1897 there had been corporate control of a part of the vessels and the furnace interests were large owners of boats. But up to this time the independent boat owners, those with no mine or

<sup>1</sup> *Marine Record*, Oct. 20, 1898, p. 8.

<sup>2</sup> *Marine Review*, Jan. 22, 1906, pp. 15-16.

furnace connections, had maintained a fair balance of power. Small fleets were most common.

The Mesabi Range was opened in 1892.<sup>3</sup> Three years later it took the lead in ore shipments, sending nearly 3,000,000 tons to the Lake Erie ports. By 1901 it was furnishing approximately one-half of the ore shipped from Lake Superior. Since 1905 it has furnished from 60 to 75 per cent.<sup>4</sup> Before the formation of the United States Steel Corporation, it had not been the policy of the Carnegie interests to own either mines or vessels. Hence when the Rockefeller interests secured control of the Mesabi Range<sup>5</sup> they sold the ore to the Carnegie Steel Company and also secured a contract to convey it to the Lake Erie ports. In December, 1895, Rockefeller placed orders for seven steamers and five barges which formed the nucleus of the fleet which for a short time exerted a great influence in lake ore traffic.<sup>6</sup> Rockefeller's contract for selling ore to the Carnegie Steel Company stipulated that the Rockefeller fleet would be given a minimum of 1,200,000 tons annually at the going rate for the season.<sup>7</sup> The importance of this clause will be noted later.

The coming of the Rockefeller or Bessemer fleet meant many changes in the methods of dealing with the various classes of labor on the boats. Although the managers of the new fleet introduced relatively few new ideas, they put into successful operation for the first time many ideas already in the minds of the managers of other fleets. With the appearance of the large steel steamer and the organization of the larger fleets, the old system of leaving the entire control of the vessel, including the chartering of cargoes, collecting of freight, etc., to the captain gradually had disappeared. But as yet the captain had received but little dictation in the actual management of his boat or in the control of his men.

Up to this time the two chief requirements of the captain were

<sup>3</sup> During this year it sent 4,245 tons of ore down the Lakes. *Marine Record*, Dec. 14, 1899, p. 9.

<sup>4</sup> *Annual Reports of Lake Carriers' Association*, *passim*.

<sup>5</sup> During the panic of 1893 John D. Rockefeller secured his title to the ore deposits, accidentally perhaps. *Annual Report Lake Carriers' Association*, 1910, p. 112.

<sup>6</sup> *Marine Review*, Dec. 12, 1895, p. 5.

<sup>7</sup> *Ibid.*, Jan. 14, 1897.

that he be a successful navigator and that he be able to handle his men, using force if necessary to quell mutinies and other disturbances on the boat. These were heritages from the days when the sail-boat and the sailor dominated lake traffic. Then small investments in boats made wages the chief element in the cost of delays. And if delays were occasioned while the boat was in port, even this cost was reduced to a minimum since only the captain and the cook were retained on the pay-roll.

All this was changed when a costly steam-boat with a heavy overhead expense replaced a cheap sailing vessel with practically no costs but wages and repairs. Then too, in the sailing vessel the captain had at one time or another filled every position from royal boy up; on the steam-boat he was a graduate of the forward end of the boat only and he knew nothing of the operation of the boat's machinery. In the first place, then, the ancient prerogatives of the master of the boat began to be overruled by the owner of the boat who insisted upon a more business-like management of his large investment; and in the second place, the supreme authority of the master began to be questioned by the chief engineer, a man who looked upon his position as of at least equal importance with that of the captain and who, therefore, looked to the owner of the boat rather than to the captain for his orders.

These changes were accentuated in the Bessemer fleet. A shore captain or commodore was appointed to whom the captain must look for his orders.<sup>8</sup> The engineer received his orders from a similar official known as the fleet engineer. Dispatch meant greatly increased dividends and attention was given to fuel costs, time studies in running light and in running loaded, etc. Definite schedules were made showing the amount of fuel to burn per hour and the rate of speed to be followed. In numerous other ways system replaced luck and efficiency became the watchword. Masters were required to give orders to engineers in writing in order to place responsibility in case of mistake.<sup>9</sup>

Finally, another important change occurred in the attitude of the owner toward the employees on the boats. In sailing days

<sup>8</sup> *Marine Review*, Feb. 27, 1896, p. 7.

<sup>9</sup> *Ibid.*, *passim*.

it was customary for the captain to hire for a single trip and to dismiss his crew as soon as he reached port. In securing a new crew upon leaving port he might, of course, hire a part of the same men. This was largely a matter of accident. In so far as the unions controlled the men the chances were against a man sailing on the same boat very long at a time, for if there were idle men in port these were given first opportunity to ship. Furthermore, but little inducement was offered to keep men on the boats. Living quarters furnished the minimum accommodations for physical well-being and food was poor in quality and illy prepared.<sup>10</sup> Seamen were considered to be so many units of labor power and that captain was considered most successful who could extract this power with least expense and least open hostility. This failure to provide physical comforts and to consider sailors as more than machines had its effect in the low class of men who were attracted to this work.

In the early days of steam-boat supremacy this attitude was continued and it was not expected nor desired that unlicensed men should remain long on a boat. Firemen and deckhands especially were recognized as a shifting lot of rough characters and no owner expected much of these men except the exercise of brute strength during the time they were employed. A few owners were beginning to take steps to change these conditions when the Bessemer fleet was organized, but it was left to this line of boats to announce the change as a definite policy of the management. As soon as these boats were launched the manager announced that he proposed "to offer every inducement for crews to remain aboard their vessels, year after year, and to seek promotion, with a full understanding that they are to be promoted if they are deserving of it, and that a system of advancement, from firemen up, is to be encouraged on the company's boats."<sup>11</sup> Wholesome food and comfortable quarters were provided and attention was given to the selection of men employed on the boats.

In 1896 the ore carrying tonnage on the Lakes was increased over 20 per cent by the appearance of thirty new boats having a gross tonnage of over 100,000 tons.<sup>12</sup> This increase in tonnage

<sup>10</sup> *Marine Review*, *passim*.

<sup>11</sup> *Ibid.*, July 2, 1896, p. 7.

<sup>12</sup> *Ibid.*, Feb., 1910, pp. 64-65.

was equal approximately to the additions of the preceding three years. In the absence of a combination to fix rates, the competition produced by this addition to the carrying capacity of the ore boats reduced charter freights for the following year from \$.91 per ton to \$.63 per ton.<sup>13</sup> In 1897 eighteen more boats with a tonnage of 58,000 were built and in 1898 freights ruled at \$.61 per ton.<sup>14</sup>

In the fall of 1898 unusually severe storms on the Lakes made a considerable reduction in the available tonnage. The Spanish-American War drew from the Lakes a large number of wage earners<sup>15</sup> and attracted to the Atlantic Coast numerous lake bulk freighters.<sup>16</sup> At the same time the boom period on the Lakes, following the return of prosperity in the late nineties, created an unprecedented demand for both boats and men. In spite of the fact that dispatch in loading and unloading boats and time study in running the boats were greatly increasing the possible annual carrying capacity, ore freights rose from \$.61 per ton in 1898 to \$.95 in 1899. Other freights rose in proportion.

Such freight rates on tonnage approximately as great as that in 1896 made the year 1899 by far the most prosperous ever experienced by the vessel owners. The increasing demand for iron and steel products indicated a banner year for 1900. As stated above, the Bessemer Steamship Company was guaranteed an annual tonnage of 1,200,000 tons by the Carnegie Steel Company at the going rate for the season. Anticipating a capacity demand for vessel tonnage in 1900, the Rockefeller interests began as early as October, 1899, to charter all available boats for the following season.<sup>17</sup> The knowledge of this fact in itself forced up charter rates for 1900. In addition, boats representing a total capacity of 100,000 tons were held at the docks by

<sup>13</sup> These are average freights from the mines at the head of Lake Superior to the receiving ports on Lake Erie.

<sup>14</sup> In December, 1897, the executive committee of the Lake Carriers' Association discussed a change in the by-laws of the association to permit the adoption of minimum freight rates for the following season. This effort to fix freight rates by the association, like previous similar attempts in the same direction, failed. *Marine Review*, Dec. 9, 1897, p. 7.

<sup>15</sup> *Ibid.*, June 16, 1898, p. 8.

<sup>16</sup> *Marine Record*, Mar. 16, 1899, p. 10.

<sup>17</sup> *Ibid.*, Oct. 26, 1899, p. 7.

the Bessemer Steamship Company in June, 1900, and another increase was effected.<sup>18</sup> The rate for 1900, corresponding to those already quoted, was \$1.05 per ton—an increase of \$.10 over 1899. During the same year freights on coal and grain fell as follows: hard coal—Buffalo to Chicago, \$.73 to \$.48 per ton; soft coal—Ohio ports to Milwaukee, \$.69 to \$.45 per ton; and wheat—Duluth to Buffalo, \$.036 to \$.020 per bushel.<sup>19</sup>

The reaction which resulted from this demonstration of the ability of the Rockefeller fleet to control freight rates on iron ore brought about important changes in the control of lake traffic and in the relations of the vessel owners to the men employed upon the boats.

There had always been a fairly constant relationship between the wages of one class of men on the boats and those of each of the other classes. So that to the vessel owner one union strong enough to maintain wages or to force increases was as undesirable as an effective union for each class of employees. Up to this time the seamen's union had occasioned most annoyance to the owners. When the Lake Carriers' Association had ended their campaign of 1893 against this union the only barrier between the vessel owner and his right to manage his boat as he saw fit had been removed. In the absence of any effective labor organization, the owners had little trouble in reducing wages. The reductions from 1893 to 1897 were as follows:<sup>20</sup>

## WAGES PER MONTH

	STEAMERS	
	1893	1897
First mates.....	\$60-\$80	\$50-\$75
Second mates.....	45- 60	40- 50
Wheelsmen .....	30- 37.50	25- 30
Watchmen and lookoutsmen.....	30- 37.50	25- 30
Deckhands .....	15- 20	15
Chief engineers		
First class boats.....	115-125	105
Second class boats.....	100-115	90
Third class boats.....	80-100	60- 75

<sup>18</sup> *Marine Record*, June 7, 1900, p. 11.

<sup>19</sup> *Marine Review*, Dec. 26, 1907, p. 23.

<sup>20</sup> From data compiled for the writer by the secretary of the Lake Carriers' Association.



Second engineers		
First class boats.....	75- 80	70
Second class boats.....	70- 75	65
Third class boats.....	60- 70	50
Firemen .....	30- 37.50	25- 30
Oilers .....	30- 37.50	30
Chief cooks.....	45- 55	40- 50
Second cooks and helpers.....	15- 20	12- 15

## SAIL-BOATS AND CONSORTS

First mates.....	45- 60	30- 45
Second mates.....	35- 45	35
Cooks .....	30- 37.50	25- 32
Seamen .....	30- 37.50	20- 30
Deckhands and boys.....	15- 20	13- 17

The wages for 1898 were the same as for 1897. By 1898 the general unrest among the wage-earners on the Lakes had taken the form of increased union activity and membership in all lake organizations grew very rapidly. The heavy enlistments in the Spanish-American War took many workers from the boats and perhaps would have made labor scarce even in a normal year. But in a year of unusual traffic the scarcity of men was very marked and gave the unions considerable advantage. More wages were demanded and at the opening of navigation in 1899 the following wages were paid as compared with those paid in 1898: <sup>21</sup>

## WAGES PER MONTH

## STEAMERS

	1898	1899
First mates.....	\$50-\$75	\$66-\$96
Second mates.....	40- 50	45- 55
Wheelmen .....	25- 30	30- 35
Watchmen and lookoutsmen.....	25- 30	30- 35
Deckhands .....	15	20
Chief engineer		
First class boats.....	105	110
Second class boats.....	90	95
Third class boats.....	60- 75	65- 80
Second engineer		
First class boats.....	70	75
Second class boats.....	65	70
Third class boats.....	50	55

<sup>21</sup> From data compiled for the writer by the secretary of the Lake Carriers' Association.

Firemen .....	25- 30	30- 35
Oilers .....	30	35
Chief cooks.....	40- 50	45- 55
Second cooks and helpers.....	12- 15	17- 20

## SAIL-BOATS AND CONSORTS

First mates.....	30- 45	35- 50
Second mates.....	35	40
Cooks .....	25- 32	30- 35
Seamen .....	20- 30	25- 30

The success of this wage demand gave the men on the boats confidence in their organizations and made the union leaders conscious of their power. The wages paid at the beginning of 1899 had scarcely restored the scale paid in 1893.<sup>22</sup> Increases ranging from \$2.00 to \$5.00 per month were granted to all employees on the boats below the licensed officers on August 15, 1899, and in September the third increase for the year, ranging from \$2.00 to \$22.00 per month and applying to practically all men on the boats, was granted to take effect October 1, 1899.<sup>23</sup> Again at the opening of navigation in 1900 the employees below the licensed officers received substantial advances over the highest wages paid in 1899.<sup>24</sup> In the scramble for the unusual profits to be had in the ore carrying trade, the owners did not dare risk a tieup of their boats in a strike. Hence the demands of the unions met no organized opposition and indeed but little objection from individual owners.

In order to understand the development of union policies at this time, a brief summary of the history of the labor organizations on the Lakes is necessary. The history of the Lake Seamen's Union has already been traced to 1896. In its reorganization after its third disruption by the Lake Carriers' Association, it definitely abandoned its opposition to steam-boatmen and depended upon this class of men for increases in its membership. In fact, from this time on it was dominated by able seamen who worked on steam vessels. The organization of deckhands was discussed from time to time, but it was not until January, 1902, that a majority of the membership of the union

<sup>22</sup> *Marine Record*, Aug. 17, 1899, p. 13.

<sup>23</sup> *Ibid.*, Sept. 28, 1899, p. 5.

<sup>24</sup> From data compiled for the writer by the secretary of the Lake Carriers' Association.

was made to see that every deckhand was a potential wheelman or watchman, especially if trouble should come with the owners. Separate organization of deckhands was discussed for a time but finally, in January, 1902, it was voted to accept them as members of the Lake Seamen's Union, to be given a black book or ordinary seamen's book.<sup>25</sup> Even then some of the local unions refused to abide by the decision of the Lake Seamen's Union and made little effort to join the deckhands within their jurisdiction. At the same time the deckhands were not easily organized. Being a shifting conglomerate of tramps, criminals, school boys, and young men who had some expectation of following the Lakes for a living, the changes from deckhands to able seamen and the desertions from the boats to enter some other work made it almost impossible to gather together and to hold such men in a union. Hence for a year after it was voted to accept deckhands to membership in the union all efforts to organize them failed.

With the increase in the number and size of steam-boats on the Lakes, there developed the need for organization of firemen and engineers. The first firemen's union was formed at Cleveland, April 12, 1888. On April 28 of the same year a similar organization was formed at Buffalo. These two organizations were unaffiliated except as they had mutual interests in the Knights of Labor. In 1891 the firemen withdrew from the Knights of Labor and incorporated in the State of New York under the name of Marine Firemen, Oilers and Water Tenders' Benevolent Association of the Great Lakes. This charter was retained until 1898.<sup>26</sup> During these ten years the methods employed by the firemen in dealing with their employers were very similar to those employed by the seamen. As a rule the firemen were as difficult to organize as were the deckhands and because the nature of their work demanded on the whole a harder set of men they were perhaps even more difficult to manage.

The firemen's union was always numerically weak and the Lake Carriers' Association had even less difficulty in subduing them than in keeping the seamen quiet. In 1899 the firemen numbered but 300. They had applied several times for admit-

<sup>25</sup> *Proceedings Lake Seamen's Union*, 1902, p. 16.

<sup>26</sup> *Ibid.*, 1906, pp. 94-95.

tance to the seamen's union, but the sailors looked upon the firemen with the same contempt as they applied to the deckhands and refused the applicants admittance. In 1899 the firemen affiliated with the International Longshoremens's Association and under the leadership of this organization increased in numbers very rapidly.

Previous to 1902 the cooks had no lake union. In the days of sail-boat supremacy, very often the cooks were members of the seamen's union. Those employed on steam-boats in 1901 who were members of any labor organization belonged either to the Hotel and Restaurant Employees' International Association or to the Bartenders' International League of America. Outside of the Buffalo local, the marine cooks formed the minority in these organizations. In 1900 and again in 1901 the Lake Seamen's Union tried to organize the cooks on the lake boats, but the opposition of the American Federation of Labor prevented. In February, 1902, the Marine Cooks' Association of the Great Lakes was formed at Cleveland.<sup>27</sup> Early in 1903 this union called a general convention of all cooks on the Lakes to meet in Detroit. It was here decided to withdraw from the hotel employees' and bartenders' unions and to affiliate with the Lake Seamen's Union.

The first union of steam-boat engineers on the Lakes was formed at Buffalo in February, 1854, to resist a reduction in wages.<sup>28</sup> The movement was successful and the union continued in existence until 1857. By this time wages were satisfactory and union activity was permitted to lapse. Wages were reduced in each of the two years following the breakup of the union. When the outbreak of the Civil War failed to restore wages to their former level, the union was reorganized on February 25, 1863, and a considerable increase in wages was obtained. Buffalo was at this time the centre of Lake Erie shipping and it was not until several years later that the operation of steam-boats became an important trade at other lake ports.

The lake engineers joined in the movement for the organization of the National Marine Engineers' Association of the

<sup>27</sup> *Marine Record*, Mar. 20, 1902, p. 8.

<sup>28</sup> *Proceedings Marine Engineers' Benevolent Association*, 1899, pp. 101-2.

United States of America which was formed at Cleveland, February 21, 1875.<sup>29</sup> This association was not a wage regulating union at the time of its organization, although from the beginning a minority of its members insisted that the regulation of the wages of its members should be one of its objects. It continued as a benevolent and fraternal association and in 1882 it amended its constitution to prohibit any subordinate association from dealing with the question of wages.<sup>30</sup> To make this policy of the association clear, the name of the organization was changed the following year to National Marine Engineers' Benevolent Association.<sup>31</sup>

Indirectly, however, the actions of the association did influence wages. For example, an applicant for the government license required of engineers must be recommended by two men who already held such licenses. As early as 1885 the association voted that its members must not sign such applications until given permission to do so by the nearest subordinate association.<sup>32</sup> The association has also given much attention to legislation affecting lake navigation, the number of men required by law to man the boats, etc., so that by these means it has influenced the supply of available engineers on the Lakes and hence, indirectly, wages.

At various times — as in 1895 and in 1899 — the association took a direct stand for wage increases.<sup>33</sup> It was not until the latter year, however, that the trade union minority became the majority and brought about a definite change in the policy of

<sup>29</sup> *Proceedings National Marine Engineers' Association*, 1875, p. 4.

<sup>30</sup> *Ibid.*, 1882, p. 28.

<sup>31</sup> *Proceedings National Marine Engineers' Benevolent Association*, 1883, p. 77. With this definite statement of policy concerning wages came a change in the attitude of the vessel owners toward the association. Formerly opposed to it because some of the local associations carried on minor strikes, the owners now gave their support to the association and in some instances refused to hire engineers who were not members.

<sup>32</sup> *Ibid.*, 1885, p. 320.

<sup>33</sup> In 1895 the president of the union asked the Lake Carriers' Association for a wage conference but was refused. *Marine Review*, Feb. 7, 1895, p. 10. In 1899 the union took part in the general demand for wage increases on the boats and after threats to strike secured an advance of 20 per cent, to take effect October 1, 1899. *Proceedings Marine Engineers' Benevolent Association*, 1900, pp. 210, 329, 330.

the organization. This change is best shown by the address of president of the association in his annual report delivered January 22, 1900. In discussing the futility of depending entirely upon legislation and the need for a change in the policy of the association he said in part:<sup>84</sup>

The policy that for years has dominated our methods and procedures in their application to the establishment and continuance of suitable and just recompense for our labor, hours of service, and assistance in our particular department, has outlived its usefulness and the policy of conservatism and reserve is no longer sufficient to meet the conditions that they once overcame, for the inclination on the part of the owners, managers, agents and others to be just and fair, has given way in a majority of instances, to arrogant spirit of selfish presumption that can be met only by the defiant courage of a body of men who have not yet forgotten that we have as much right to name our price, as the great trusts of the present day have to offer remuneration that hereafter can only be spurned as not worthy of consideration, and which can only be interpreted as an attack upon the value, usefulness and integrity of a profession, without which they cannot operate, and who will hereafter see to it that they are recognized in all matters where their interests are involved, or where their comfort, their manhood, and their self-respect are at stake. . . .

The people with whom we are dealing must be made to understand that the Marine Engineers of this country have discarded the swaddling clothes of timidity, humiliation and fear, and that they stand forth today, happy in the knowledge that the door of opportunity stands wide open, that at last they are awake, and henceforth will work under conditions that will in a sense, guarantee some adequate return for the responsibilities, dangers, discomforts, and distress of our profession.

This declaration launched the marine engineers upon a campaign as a militant union which was destined to give vessel owners much concern for several years.

The history of associations of captains or masters up to this time is somewhat like the history of the Marine Engineers' Benevolent Association; having in common the absence of aggressive unionism. Formerly mates and occasionally a captain who did not own his boat were members of the seamen's union. This was not the general practice except as the seamen tried on one or two occasions to force the masters into their union in order to fortify themselves against discrimination by the owners since the master hired the men.

As already noted, the introduction of the steam-boat, involving a large investment of capital and a heavy overhead expense,

<sup>84</sup> *Proceedings Marine Engineers' Benevolent Association*, 1900, p. 210.

forced a change in methods of navigation which in turn demanded a different type of men to command the boats. The line managers at Buffalo were the first to insist that their captains obtain more knowledge of navigation and suggested the establishment of a nautical school for this purpose. The masters rebelled and refused to be considered novices at their trade or profession. At the same time some of the more thoughtful recognized the change taking place in lake navigation and offered as a substitute an association of the masters themselves. Accordingly, on March 2, 1886, the Excelsior Marine Benevolent Association was formed by the captains at Buffalo.<sup>35</sup> One of the objects of the new association was "to discuss matters of benefit to those in our calling, so as to make us more desirable to the owner of the craft we navigate." In 1887 organizers were sent out to other ports and other locals were formed.<sup>36</sup> In 1891 a general organization was formed, retaining the name of the original Buffalo local. In 1893 the name was changed to Ship Masters' Association.<sup>37</sup> Except for its beneficial features, this association has always been more closely identified with the owners' associations on the Lakes than with the marine trade unions.

Parallel with this association another and more inclusive organization developed, including in its membership masters and mates on the Lakes. On January 17, 1887, the American Brotherhood of Steamboat Pilots was formed in New York City as a benevolent and fraternal association.<sup>38</sup> In 1893 its name was changed to American Association of Masters and Pilots. For some time it gained little support on the Lakes because of the success of the Ship Masters' Association. The latter soon came to be influenced largely by the boat owners, many of whom had once been captains and members of the association. Some of these retained their membership even after leaving the boats.

<sup>35</sup> Beers, *op. cit.*, p. 491. The organization of this association did not immediately satisfy the owners, however, for during the same year the Lake Carriers' Association started a school for masters and mates at Buffalo and gave serious consideration to a proposal not to hire in 1887 any but those who could pass the examination conducted by their school. *Annual Report Lake Carriers' Association*, 1886, p. 9.

<sup>36</sup> Beers, *op. cit.*, p. 492-3.

<sup>37</sup> *Marine Review*, Jan. 26, 1893, p. 6.

<sup>38</sup> Beers, *op. cit.*, p. 495.

Other owners were warm personal friends of members of the association and through their friendship helped to influence the policy of the organization. Gradually, as the Ship Masters' Association became more conservative, and as the American Association of Masters and Pilots became more radical and wage-conscious, the latter seemed to many masters on the Lakes to more nearly meet the needs of their calling and it gained in strength. Especially was this true in 1899 and the following years when the general labor unrest on the boats spread to many of the younger captains and mates.<sup>39</sup> Other short-lived fraternal and benevolent associations of masters and mates on the Lakes, such as the Whales or the Lake Pilots' Aid Association, had ceased to exist by 1899 and hence had no influence upon the period of trade agreements which began at this time.

<sup>39</sup> *Marine Record*, Jan. 31, 1901, p. 7; Feb. 28, 1901, p. 8; March 14, 1901, p. 7; July 18, 1901, p. 6; etc.



## CHATER III

### TRADE AGREEMENTS

At the time of the amalgamation of the Cleveland Vessel Owners' Association and the Lake Carriers' Association, each was composed of fleets aggregating about 300,000 tons. During the first year of the reorganized Lake Carriers' Association, the enrolled tonnage was as follows:<sup>1</sup>

	Number of Boats	Tonnage
Steamers .....	360	430,880
Schooners .....	255	149,039
Total .....	615	579,919

This tonnage increased to 842,248 in 1900.<sup>2</sup> In the meantime the character of enrolled ships underwent a great change. The schooners largely dropped out of the association as did also the steam-boats under 1200 tons and the fleets composed entirely of vessels under 1400 tons.<sup>3</sup> By 1900 the Lake Carriers' Association had become an organization of ore carrying boats and the schooners and smaller steam-boats had been relegated to the lumber trade.

In 1897 the Bessemer Steamship Company, with a tonnage of 48,661, constituted but 7 per cent of the tonnage of the Lake Carriers' Association; while the eight largest fleets in the association made up less than one-third of its tonnage. By 1900 the Bessemer fleet had increased to 114,964 tons which was but 13.6 per cent of the enrolled tonnage of the association. Nevertheless the appearance of the Bessemer fleet was the signal for opposition on the part of independent vessel owners who feared a Rockefeller-Carnegie combination which would deprive them of their business. The steel producers, with the notable excep-

<sup>1</sup> *Annual Report Lake Carriers' Association*, 1893, p. 3.

<sup>2</sup> *Marine Record*, Jan. 17, 1901, p. 10.

<sup>3</sup> *Ibid.*, Jan. 18, 1900, p. 20; Jan. 16, 1902, p. 13.

tion of the Carnegie Steel Company, had for a number of years carried a part of their own ore and collectively had exerted enough influence upon lake traffic to defeat previous attempts by the independents to regulate ore freight rates. But when freights fell to the lowest point in the history of lake traffic in 1897 and 1898, the independent vessel owners gave an undue share of the blame to the Bessemer Steamship Company and again planned to regulate ore rates.<sup>4</sup> In the rush for a share of the great profits which resulted from carrying ore during the two prosperous years which followed, the plan was abandoned.

The temporary success of the Rockefeller interests in boosting freights in 1899 prompted the formation of the Pittsburg Steamship Company by the Carnegie interests at the close of that season.<sup>5</sup> Starting with six boats at the beginning of the following season, it soon increased the number to twelve and planned the building of a ship-yard at Conneaut. Although the Rockefeller interests had succeeded in maintaining an artificial standard of freight rates, the high charter fees paid to the independents had absorbed most of the profits. This fact, together with this possibility of a rival Carnegie fleet, induced the Rockefeller interests to sell out to the Carnegie Steel Company in August, 1900.<sup>6</sup>

Then came the organization of the United State Steel Corporation. When first announced nothing was said about the purchase of mines or boats, but in March, 1901, it was announced that the former Rockefeller interests on the Lakes, including the Bessemer Steamship Company, had been absorbed by the Steel Corporation.<sup>7</sup> In addition the Pittsburg Steamship Company, the Steel Corporation fleet, purchased other fleets so that in 1901 it owned 112 boats having an aggregate tonnage of 285,-

<sup>4</sup> The real basis for complaint by the independents was the fact that their boats have always been used merely to carry ore which the boats owned by the furnace interests cannot handle. In a dull season such as 1897 it could easily happen that the furnace interests could carry all the ore they needed. Their boats were kept busy during both dull and heavy seasons, while they employed outside tonnage only when the demands for ore exceeded their own carrying capacity.

<sup>5</sup> *Marine Record*, Nov. 16, 1899, p. 11.

<sup>6</sup> *Ibid.*, Aug. 16, 1900, p. 6.

<sup>7</sup> *Ibid.*, Mar. 21, 1901, p. 6.

565 tons, or 33 per cent of all tonnage enrolled in the Lake Carriers' Association.<sup>8</sup>

Having absorbed the Rockefeller fleet and finding the independents fighting each other for charters, the reorganized Pittsburg Steamship Company had little difficulty in ruling ore freights in 1901. The independents again discussed combination to maintain rates, but the uncertainty of securing charters for all, in the presence of a single shipper owning a fleet with a carrying capacity of more than one-third of the ore to be brought down the Lakes caused a rush for charters instead.<sup>9</sup> As a result ore freights fell from \$1.05 in 1900 to \$.84 in 1901, in spite of the fact that the boats were held at the dock until the middle of May by the engineers' strike.<sup>10</sup> During the year the absolute power of the new fleet was demonstrated when independent vessels were held up at both the upper and the lower docks to permit the Pittsburg Steamship Company's boats to exercise greater dispatch in loading and unloading their cargoes.<sup>11</sup> These delays caused considerable loss to the independent owners. Nevertheless the independents were largely dependent upon the Steel Corporation for their cargoes so that they dared not complain. A further decrease to \$.76 per ton was experienced in 1902.

Vessel owners had never been regular attendants at the meetings of the Lake Carriers' Association, leaving the management in the hands of the executive officers. In fact, the association had existed only from year to year. Not all of its membership was constant and members withdrew from or joined the association according as its policy displeased or pleased them.<sup>12</sup> This was especially true of the independents in regard to the labor policy of the association. One of the greatest offenders in this respect was the owner of the largest independent fleet, a man who in 1901 controlled over 11 per cent of the tonnage of the asso-

<sup>8</sup> The total tonnage in 1901 was 874,203 tons. *Annual Report Lake Carriers' Association*, 1901, pp. 19-20.

<sup>9</sup> *Marine Record*, Apr. 11, 1901, p. 7.

<sup>10</sup> Also ore shipments were nearly 8 per cent greater in 1901 than in 1900.

<sup>11</sup> *Ibid.*, Dec. 5, 1901, p. 7.

<sup>12</sup> *Proceedings Lake Carriers' Association*, *passim*.

ciation.<sup>13</sup> If an increase in wages was granted by the association and he believed he could secure non-union men at lower terms, he often refused to abide by the ruling of the association and withdrew for a time. On the other hand, if an increase in wages was demanded and refused and a tie-up of traffic was threatened, he never failed to grant the union's demands if by so doing he could operate his boats and secure profits while others were idle at the dock. In this policy this fleet was followed by others of smaller size but which, taken together, at times forced the Lake Carriers' Association to change its decision.

Being a purely voluntary, year-to-year organization, the association had no power to discipline members who violated its rules or refused to abide by majority vote. Meantime the power of the Steel Corporation as a boat owner was feared by other members of the association and the organization of the corporation's fleet almost disrupted the association. Owning the most up-to-date boats on the Lakes, and being able at all times to drive their vessels to the limit, the owners of this fleet expected to secure the most efficient men available to man their boats and were willing to pay high wages to such men. Other members of the association recognized that a standard so set would be forced upon them also. Hence they sought a means to control the payment of wages to all employees on the Lakes. A third factor which aided in bringing about a reorganization of the Lake Carriers' Association was the growing strength of the unions, including at this time every man on the boats from the captain down.

The Bessemer Steamship Company's insistence upon a business-like management of its vessels was but a beginning to the changes which took place when the United States Steel Corporation assumed control in 1901. Captains were shifted about from boat to boat in the interests of efficiency.<sup>14</sup> They were no longer permitted to hire their men but every employee on the boat, from the chief engineer to the deckhand, was supplied by the management on shore. It had been customary for the captain, upon reaching a port near his home, to visit his family while his boat was being loaded or unloaded. Now this privilege was de-

<sup>13</sup> *Proceedings Lake Carriers' Association*, 1901, p. 18.

<sup>14</sup> *Marine Record*, June 20, 1901, p. 6.

nied him and he was not permitted to leave port except by permission of his manager.<sup>15</sup> In these and other ways the reins over the captain were gradually tightened until he came to feel that he had no greater privileges or authority and was considered of no greater importance than a deckhand.

At its annual convention in January, 1901, the Marine Engineers' Benevolent Association made a new classification of lake boats,<sup>16</sup> involving a demand for more help in the engine room and a considerable increase in wages.<sup>17</sup> The demands were presented to the Lake Carriers' Association on January 26, 1901. At first they were ignored by the Lake Carriers' Association but later the president of the union was told that he must deal with the individual owners.<sup>18</sup> Being protected by their licenses so that strike breakers could not be secured to take their places, the union set a date for settlement and threatened increased demands if their original terms were not complied with. A strike was called on February 27 and owners outside of the association hastened to accept the classification proposed by the union.<sup>19</sup> Members of the association were more hesitant about accepting the union's terms but by May all of the owners, acting individually and including the Pittsburg Steamship Company, had made peace with the union upon terms which gave its members all their original demands and a wage scale considerably in advance of that at first submitted.<sup>20</sup>

To prevent a repetition of such a strike, the Pittsburg Steamship Company, at the close of the season of 1901, asked its engineers to sign individual contracts which would permit it to hold back the first month's pay in order to insure continuous

<sup>15</sup> *Marine Record*, Sept. 5, 1901, p. 7.

<sup>16</sup> Formerly this was done by the Lake Carriers' Association alone, without consulting with any of the employees. *Marine Record*, Jan. 31, 1901, p. 10.

<sup>17</sup> *Proceedings Marine Engineers' Benevolent Association*, 1901, p. 159.

<sup>18</sup> *Annual Report Lake Carriers' Association*, 1901, p. 10.

<sup>19</sup> *Proceedings Marine Engineers' Benevolent Association*, 1901, p. 233.

<sup>20</sup> *Marine Record*, May 2, 1901, p. 7. Aside from increases in wages, the chief gain for the union was an increase in the number of assistants on the boats. In discussing this gain the president of the union said: "Steamers that have never carried oilers are now carrying one, and in many cases two." *Proceedings Marine Engineers' Benevolent Association*, 1901, p. 244.

service throughout the season.<sup>21</sup> The officials of the union advised against this policy, fearing that a few contracts might prevent any aggressive action by the organization. In spite of this warning a small number of contracts were signed for the season of 1902. However, they were not numerous enough to warrant any wage reductions by the Pittsburg Steamship Company in case any such action was contemplated. In addition to these contracts, the Pittsburg Steamship Company declared a bonus to their engineers for the season of 1901, ranging in amount from \$77 to \$100, to be paid when the engineer had actually started to work for the season of 1902.<sup>22</sup>

Neither the Ship Masters' Association nor the American Association of Masters and Pilots took any part in the engineers' strike of 1901.<sup>23</sup> After failing to induce either of these associations to act, a small number of captains, some of whom were members of one or both of these organizations, formed a new organization in March, 1901, to help the engineers. They called it the Ship Masters' Protective Association.<sup>24</sup> It did not gain sufficient strength of numbers to be of use to the engineers and after the settlement of the strike it disbanded.

Under the restrictions imposed by the Pittsburg Steamship Company throughout the season of 1901, the captains became more and more dissatisfied and the hitherto small minority in favor of a trade union began to increase in strength. Throughout the season unionism was urged until by fall the masters and mates on the Lakes were pulling in three directions: Those in control of the Ship Masters' Association constituted the conservative wing and advocated closer relations with owners rather than any action which would incur their enmity. Those in control of the American Association of Masters and Pilots proposed sufficient action to restore to the master his former authority on the boat, but without at the same time forcing him to sacrifice his individual rights in dealing with his employer. The radical wing proposed the withdrawal of the lake members of the American Association of Masters and Pilots and the reorganization of

<sup>21</sup> *Proceedings Marine Engineers' Benevolent Association*, 1902, p. 252.

<sup>22</sup> *Marine Record*, Jan. 23, 1902, p. 7.

<sup>23</sup> *Ibid.*, Mar. 21, 1901, p. 7.

<sup>24</sup> *Ibid.*, Mar. 7, 1901, p. 6.

the Ship Masters' Protective Association on distinctly trade union lines.<sup>25</sup> At the beginning of the season of 1902 such reorganization was actually attempted but again failed to gain sufficient support to make it effective.<sup>26</sup>

At the opening of navigation in 1902 the firemen demanded an increase in wages.<sup>27</sup> The Pittsburg Steamship Company took the initiative in calling a conference of vessel owners to take some action in reaching an agreement with the firemen. Some of the owners objected to this method of procedure as did the union members who feared that the lack of responsibility on the part of the owners, meeting informally, would not insure the acceptance of a new scale by all vessel owners. It was finally decided to leave the settlement to the Lake Carriers' Association and the union. Since the association had no power to discipline its members in case of violation of its rules, the settlement as finally agreed upon made the individual owners rather than the association responsible for the faithful observance of its terms. The agreement fixed wages at \$45.00 per month until September 1, and at \$52.50 per month for the remainder of the season.<sup>28</sup>

The firemen had acted independently in this matter and had not consulted the seamen. Hence the latter were not included in the advance promised for September 1. Spring wages for seamen were \$45.00 for able seamen and \$25.00 for deckhands.<sup>29</sup> The latter were not members of the seamen's union at that time. Although it was customary to raise wages in the fall, the seamen had no assurance of an increase as had the firemen. When September came the seamen too demanded an advance to \$52.50 and were at first refused.<sup>30</sup> But realizing the strength of the union and the inability of the Lake Carriers' Association to hold together in case of a threatened tie-up of their boats, the owners granted the demand to take effect October 1. The seamen were asked to make the new scale rule for the remainder of the season. This request was refused. Instead, on November 1 they de-

<sup>25</sup> *Marine Record*, Dec. 26, 1901, p. 6.

<sup>26</sup> *Ibid.*, Jan. 30, 1902, p. 11.

<sup>27</sup> *Ibid.*, March 20, 1902, p. 7.

<sup>28</sup> *Ibid.*, Mar. 27, 1902, p. 11.

<sup>29</sup> From data furnished the writer by the secretary of the Lake Carriers' Association.

<sup>30</sup> *Marine Review*, Sept. 4, 1902, p. 26.

manded and received another advance to \$60.00 per month.<sup>31</sup> Although the fireman had agreed to finish the season at \$52.50, this second advance to the seamen called for an equal advance to the firemen to prevent a strike by that union.

Anticipating the final outcome of the growing strength of the labor organizations on the Lakes in 1899 and 1900, the owners, at the end of the latter season, sought a means of counteracting union activity. In December, plans were laid to form an organization to include all men employed on the boats; such organization to be managed and controlled by the Lake Carriers' Association under the name of Lake Carriers' Beneficial Federation.<sup>32</sup> In order to overcome expected opposition from union leaders it was proposed that this federation be a sort of accident insurance association and that membership in it would not debar an employee from membership in any other organization. At the same time it was expected that membership in such an organization would insure greater loyalty to employers and greater continuity of service on the boats. In one of his letters to the vessel owners, explaining the benefits of the federation to the employers, the secretary of the Lake Carriers' Association made it clear that the owners would be expected to give preference in employment on their boats to holders of benefit books and that "unfaithfulness" in service would cause the forfeiture of the book and all claims to the fund.<sup>33</sup>

The plan for the federation was definitely announced in January, 1901, and some of the captains were notified to see to it that the men on their boats made application for membership. Because of the weakness of the loose organization of owners in the Lake Carriers' Association, it was announced that the plan would not be put into operation unless 90 per cent of the owners agreed to it.<sup>34</sup> The engineers' strike in the spring of 1901; the very outspoken opposition of all union leaders, backed by the almost unanimous union sentiment in all branches of labor on the boats; the growing dissatisfaction of the captains and the consequent uncertainty of their support in case of trouble with

<sup>31</sup> *Marine Review*, Nov. 20, 1902, p. 17.

<sup>32</sup> Contemporary numbers of *Marine Review*, *passim* and pamphlet entitled *Welfare Plan*, issued by the Lake Carriers' Association in 1909.

<sup>33</sup> *Marine Record*, Jan. 10, 1901, p. 7.

<sup>34</sup> *Ibid.*, Feb. 21, 1901, p. 10.



the other employees; and the independent owners' distrust of Steel Corporation control all combined to defeat the plan. When it was found that the requisite 90 per cent of the vessel owners were unwilling to sanction the formation of the federation, the Lake Carriers' Association announced that labor conditions rendered a test of the plan "inexpedient" at that time and that the matter would be held in abeyance; but that the work already done "will be available in the future if the time shall come when the members of the Association desire to revive the plan."<sup>35</sup>

Although victorious for the moment, some of the union leaders foresaw some of the possibilities of a revival of such a plan by the vessel owners and immediately increased their activities in two directions: First, to increase their own membership; and second, to get into closer relationship with other employees engaged in lake traffic.

Previous to this time the relations of the organizations on the Lakes which called themselves unions had been cordial, for the most part. When unionism revived in Chicago in 1877-1878 the man most instrumental in organizing the longshoremen also took the initiative in organizing the seamen. During the following decade these unions usually relied upon each other for support in time of strike. At the beginning of the season of 1888 the formation of a trades council of lake unions was discussed but no action was taken.<sup>36</sup> Again in 1890 when the Seamen's Assembly was little more than a name and when withdrawal from the Knights of Labor was under discussion, a proposal was made to the longshoremen for the formation of an Interstate Union of Sailors, Vessel Loaders, and Unloaders.<sup>37</sup> Before the plan could be adopted the seamen withdrew from the Knights of Labor and for a time succeeded independently. In 1891 both the longshoremen and the seamen became affiliated with the American Federation of Labor. The cooperation idea continued in the minds of its originators but now became federation rather than amalgamation.

This idea took definite form in December, 1891, in the organization of the Marine Trades' and Labor Council of the

<sup>35</sup> *Annual Report Lake Carriers' Association*, 1901, p. 10.

<sup>36</sup> *Journal of Lake Seamen's Union*, in ms., Feb. 23, 1888.

<sup>37</sup> *Ibid.*, Dec. 9, 1890.

Great Lakes, including in its membership unions of longshoremen, ship carpenters and caulkers, salt unloaders, and seamen. It was expected that the unions of coal shovelers and hoisters, iron ore trimmers, grain trimmers, coal unloaders, and marine engineers would join also. The original council continued an indifferent existence for four years. It was given no power and while its advice was plentiful not even the delegates who framed its resolutions heeded them while sitting as members of their own unions.<sup>38</sup>

In the meantime the longshoremen had formed an international union in 1892. The seamen in the same year had formed the International Seamen's Union. The latter had given up their industrial union idea of including in their organization "every man on the Great Lakes who is employed in any capacity connected with the Lakes" and had but gradually indeed permitted men of their own class employed upon steam-boats to join their organization. On the other hand, the longshoremen, beginning in 1892 as an international union of lumber shovers, had steadily extended their jurisdiction until by 1901 they included the following trades: lumber handlers; coal handlers; coal, grain, and ore trimmers; ore handlers; hoisters and engineers; car dumpers, pinchers and wall trimmers; freight handlers; grain scoopers; marine firemen, oilers, and water tenders; stationary dockfiremen; marine divers, helpers, tenders and steam pump operators; top dock men; general dock laborers; mill men; lumber inspectors and sealers; and lumber pilers and yard men.<sup>39</sup>

Except for occasional aid given to vessel owners or dock managers in furnishing strike breakers when the other union was on strike, these two organizations maintained an indifferent attitude toward each other during the decade following 1892. The seamen raised no objection to the expanding policy of the longshoremen until the marine firemen, oilers, and water tenders were absorbed in 1899. As already noted the seamen had themselves refused admittance to the firemen on several occasions. But when the International Longshoremen's Association accepted the firemen, the seamen appealed to the American Federation of Labor

<sup>38</sup> Journal of Lake Seamen's Union, in ms. *passim*.

<sup>39</sup> *Proceedings International Longshoremen's Association*, 1901, pp. 48 *et seq.*

for jurisdiction over this class of labor on the Lakes.<sup>40</sup> This started a jurisdictional fight which weakened both organizations in their dealings with their employers.

The proposal of the Lake Carriers' Association in 1901 to form a federation of all employees on the boats, to be managed and controlled by the vessel owners, aroused the unions to a renewed effort to band together for mutual protection. The marine council idea was revived. The Milwaukee unions took the lead and organized a council composed of representatives of the following unions: International Longshoremen's Association; Marine Engineers' Benevolent Association; American Association of Masters and Pilots; Licensed Tugmen's Protective Association; Marine Firemen, Oilers, and Water Tenders' Union; and Lake Seamen's Union.<sup>41</sup>

These councils existed throughout 1902 but never became a factor in the labor movements on the Lakes for the following reasons: First, as before, the councils were given no powers but were merely advisory bodies. And second, the aristocracy of labor prevented a close coöperation of unions. The captains considered themselves to be on a higher plane than the engineers and refused to join in a movement demanding an equality of interests.<sup>42</sup> The engineers in turn considered the masters to be ignorant sailors with sufficient experience and years of service to gain for them a position to command other sailors. Both captains and engineers looked with disdain upon all other classes of labor on the Lakes. The seamen continued to hold themselves aloof from the firemen and longshoremen since their work required a higher degree of skill and intelligence and hence attracted the most desirable of the unlicensed men.

Finally, the unions were individually too strong to make effective coöperation necessary. With the exception of the captains, no class of labor on the boats had failed to secure its demands from the vessel owners since the beginning of the boom period on the Lakes in 1899. The failure of the captains was due to their own inability to work together rather than to a lack of outside assistance. In the face of these successes, the fear of a re-

<sup>40</sup> *Proceedings International Seamen's Union*, 1902, p. 9.

<sup>41</sup> *Marine Record*, Nov. 11, 1901, p. 11.

<sup>42</sup> *Marine Review*, Feb. 8, 1906, p. 34.

vival of the federation by the Lake Carriers' Association was not sufficiently marked to force the unions to make concessions to each other. Above all, the other unions were unwilling to make concessions to the longshoremen which would in any sense recognize the equality of the latter. While the longshoremen, being at the bottom of the list, did not hesitate to admit to its membership any class of labor; but being one of the strongest unions on the Lakes, it refused to relinquish any of its power to a weaker organization. Hence the movement, begun for coöperation, soon developed antagonism instead.

The men who were responsible for the policies of the International Longshoremen's Association were industrial unionists in the extreme sense.<sup>43</sup> In 1901 they started to organize the marine engineers and hoped to absorb the lake membership of the Marine Engineers' Benevolent Association. Some of the lake members of the latter organization were favorable to such a plan and one local was actually organized but the general association defeated the scheme at its annual convention in 1902. Both the International Longshoremen's Association and the Lake Seamen's Union tried to break up the organization of cooks in the Hotel and Restaurant Employees' International Association and in the Bartenders' International League and to induce them to join their own organizations instead. Attempts were made by the Longshoremen's Association in 1901 to induce the captains, mates, and seamen to affiliate with them but they were unsuccessful.<sup>44</sup>

In 1902 more strenuous efforts were made to make the International Longshoremen's Association a more inclusive organization and in the convention of that year a suitable name to describe the type of organization desired by the leaders was discussed. Among the names proposed were the International Marine and Railway Freightmen's Association and the International Association of Marine and Transport Workers. The name finally adopted was International Longshoremen, Marine and Transport Workers Association.<sup>45</sup> The adoption of this name

<sup>43</sup> Each annual report of the officers urged the extension of the jurisdiction of the union to cover all employees engaged in the transportation industries.

<sup>44</sup> *Proceedings International Longshoremen's Association*, 1901, p. 49.

<sup>45</sup> *Ibid.*, 1902, p. 160.

was considered a declaration of war by the Lake Seamen's Union <sup>46</sup> — a war which lasted for six years and which was a continual source of weakness to both unions in dealing with employers. The Lake Carriers' Association utilized this union war in playing one antagonist against the other whenever occasion required it.

The attempts of the independent vessel owners to maintain ore freights in 1901 had failed; instead a new competitor, owning one-third of the tonnage in the Lake Carriers' Association and carrying more than one-third of the ore, and at the same time shipping more ore than all other shippers on the Lakes, had come to dominate freight rates. An attempt to form a labor federation to defeat the purposes of the unions had likewise failed because the vessel owners could not work in harmony. While in the wake of this failure every branch of labor on the boats, except the captains, had forced increases in wages from the vessel owners. By the end of 1902 the Lake Carriers' Association was besieged from without by the growing power of unionism and from within by the fear of "trust" dictation and by the underhand methods of a floating membership which worked in harmony with the majority only when personal gains could be increased by adherence to the rules of the association.

In an attempt to fortify themselves against the unions, the Steel Corporation, and the floating membership in the Lake Carriers' Association, a number of the vessel owners planned a complete reorganization of the association at the end of the season of 1902, involving a definite change in its policy in deal-

<sup>46</sup> The American Federation of Labor was appealed to for a settlement of the differences between the two organizations as early as 1902. *Proceedings International Seamen's Union*, 1902, p. 9. The A. F. of L. referred the matter back to the two unions for the purpose of inducing them to reach a satisfactory agreement without outside interference. Four years later, the feeling had become more bitter than ever and the A. F. of L. finally held a hearing on the controversy in April, 1906. The decision was not rendered until June, 1907. It was so favorable to the seamen that the longshoremen rejected it at their next convention. In the award was an order for the seamen and the longshoremen to establish some form of federation. *Ibid.*, 1907, *passim*. But before anything could have been accomplished in this direction, even if the two organizations had been favorable to such a plan, both unions were involved in difficulties with their employers.

ing with labor.<sup>47</sup> The first plan of reorganization which was discussed excluded the Pittsburg Steamship Company from membership.<sup>48</sup> This seemed to be satisfactory to the management of this company since it opposed any reorganization of the association. A reconsideration of the proposed plans gave the company an opportunity to join but found the manager in a non-receptive mood.<sup>49</sup> Only after numerous conferences, involving certain changes in the plan of reorganization, was the committee able to induce him to enroll his fleet in the association.

The reorganization was completed in January, 1903, and the association was incorporated under the laws of West Virginia. The objects of the association, as stated in the articles of incorporation, were as follows:

To establish and maintain shipping offices for the convenient securing of seamen for vessels on the Great Lakes, their connecting and tributary waters; to establish and maintain and procure the establishment and maintenance of aids to navigation; and improve and secure the improvement of channels, docks, wharves, loading and unloading and terminal facilities; to establish and maintain, by contract or otherwise, such amicable relations between employers and employed as would avoid the public injury that would result from lockouts or strikes in the lake carrying service; to provide, so far as may be, for the prompt and amicable adjustment of matters affecting shipping and the interests of vessel owners on the Great Lakes and their connecting and tributary waters, and to lease, rent, purchase or sell such real or personal property as may be necessary or convenient in carrying out the foregoing purposes.<sup>50</sup>

The capital stock of the association was apportioned according to the enrolled tonnage of each fleet, one share being allotted for each 100 net tons.<sup>51</sup> Management of the affairs of the association was vested in a board of directors of twenty-one members.<sup>52</sup> This opened the way for control by the large fleets.

Previous to this time the labor policy of the vessel owners,

<sup>47</sup> *Marine Review*, Dec. 18, 1902, p. 22.

<sup>48</sup> *Ibid.*, Jan. 3, 1903, p. 25.

<sup>49</sup> *Ibid.*, Jan. 29, 1903, p. 23; Feb. 5, 1903, p. 22.

<sup>50</sup> Articles of Association of the Lake Carriers' Association, 1903, art. iii.

<sup>51</sup> *Ibid.*, 1903, art. vii.

<sup>52</sup> By-laws of the Lake Carriers' Association, 1903, art. vi. Control was further concentrated by forming within the board of directors an executive committee of five members authorized to exercise all the powers and functions of the board when the board was not in session. *Ibid.*, art. vii.

first in the Cleveland Vessel Owners' Association and later in the Lake Carriers' Association, had been one of open non-union shop when unions were weak and closed non-union shop — closed against the unions — when unions were strong. As already related, this had resulted in occasional open conflicts, from which the owners usually returned victorious, followed by continuous guerrilla warfare involving endless trouble for the owners and considerable losses to the unions. During the four prosperous years preceding the reorganization of the Lake Carriers' Association, the demand for men had been great and the owners could not risk tie-ups of their boats by refusing the demands of the unions. Because there had been these four years of high freights on a very rapidly increasing tonnage, following two lean years, the owners gave less attention than usual to the unions and permitted the latter to gain a position which seemed to insure continuous control of wages.

Lake traffic had always been a chance investment. There never was any certainty that freights would pay the running expenses of the boats. On the other hand, seasons which returned in profits half or even full value of the boats had not been unknown. This was especially true of small boats whose safety was endangered even in the ordinary storms on the Lakes. Then too, the element of chance in freight changes was so great that in the early days season charters were the exception rather than the rule. In an anticipated dull season the shipper refused to grant charters, preferring to rely upon the competition for cargoes to reduce freight rates; and in a boom season, the carriers took advantage of the competition for boats to reap the profits from increasing rates. The range and frequency of these rate fluctuations is shown in the following table:<sup>53</sup>

RULING FREIGHT RATES ON ORE FROM ESCANABA TO LAKE ERIE PORTS

Date	Rate	Date	Rate
May 1.....	\$0.60	August 2.....	1.00
May 29.....	0.55	August 4.....	1.10
June 24.....	0.65	August 6.....	1.00
July 6.....	0.75	August 12.....	0.90
July 21.....	0.80	September 10.....	1.00
July 30.....	0.85	September 23.....	1.05

<sup>53</sup> *Marine Review*, Dec. 17, 1891, p. 3.

September 26.....	1.00	October 30.....	0.85
October 3.....	0.90	November 1.....	0.90
October 5.....	\$0.85	November 3.....	1.00
October 8.....	0.75	November 6.....	1.20
October 10.....	0.65	November 10.....	1.25
October 12.....	0.75	November 12.....	1.30
October 23.....	0.85	November 19.....	1.25
October 26.....	0.80	November 22.....	1.30

Likewise, wages were never settled and often fluctuated 300 per cent or more within a season. Previous to the late nineties, the system of employing men by the trip instead of by the month was universal. This usually involved idle days in port since the men were discharged as soon as port was reached and were not hired again until the boat was ready to start. Since the management of the men while on the boats had not been such as to encourage the men to return to that boat for the succeeding trip, it became the custom for all below the rank of licensed officers to be floaters. Furthermore, the men employed on the boats were usually single men and had no ties to bind them to a job. This combination of the chance element of high wages or no wages; of work days of long hours, fatiguing work, poor food, unsanitary living conditions, and ill treatment by the officers of the boat, followed by idle days in port spent in drunkenness and carousals; and the lack of ties which make men look to the future and try to provide for it, served to attract to the Lakes an irresponsible set of men and to make them more unsteady and irresponsible the longer they remained on the boats. As opportunity offered, these men not only shifted from boat to boat but from the lake trades to other work of similar grade. In the summer it was next to impossible to hold the men on the boats when the upper lake ports were reached for the high wages of the harvest fields offered too strong an appeal. After a few weeks some of them drifted back to the Lakes only to answer the call of high wages again when a chance came to work in the logging camps.<sup>54</sup> Even without the promise of higher wages or a change of work, many of these men could not be held at work they were expected to perform and they became instead habitual deserters. Especially among deckhands and firemen, the deserter was the rule at certain seasons of the year, while the man

<sup>54</sup> *Marine Record, passim.*



who remained on the boats throughout the sailing season was the exception.

The size of the ore carrying boats increased 50 per cent from 1898 to 1902. This fact, coupled with increased knowledge of lake water courses, better facilities for transportation through locks and connecting rivers, and greater efficiency in the management of the boats, had increased the safety of navigation. These factors tended to decrease the risks of the vessel owner and to make his gross income for the season more definite and more secure. On the other hand, the Steel Corporation had appeared as the shipper of a large share of the ore and as a boat owner with a very great influence upon freight rates. Furthermore, competition was increasing: 26 boats with a tonnage of 114,284 tons were constructed in 1900; 34, of 116,671 tons in 1901; and 35, of 142,195 tons in 1902.<sup>55</sup> This continued increase in the available lake tonnage gave the independent boat owners a greater incentive for making sure of business throughout the season by securing season charters.

A large element in the boat owners' expenditure was wages. Up to this time little had been done to make season wages certain, although they had already been made more steady during the past few years than formerly. Only a contract for the season could remove this uncertainty. It was out of these conditions that the trade agreement on the boats evolved. And it was with this purpose in mind rather than to continue the fight against the unions that the Lake Carriers' Association prepared for reorganization at the close of the season of 1902.<sup>56</sup>

The vessel owners had never in the past conceded the right of an employee to have a voice in fixing his wages or the conditions under which he worked. It had been customary for both unions and owners to frame a scale of wages. Might decided which scale should rule. In signing contracts with the unions at this time the policy of the owners did not change. Since 1899 might had been partly at least with the unions. Signing the contract meant to the Lake Carriers' Association merely that the vessel owners were trying to define the terms which they expected the

<sup>55</sup> *Marine Review*, Feb., 1910, pp. 64-65.

<sup>56</sup> The Pittsburg Steamship Company at first opposed the reorganization because it did not wish to give up to the association the right to deal directly with the laborers on its boats. *Ibid.*, Jan. 22, 1903, p. 18.

might of the unions would exact of them with or without such an agreement. At the same time the owners were trying to place responsibility for the faithful observance of the terms agreed upon.

The Lake Carriers' Beneficial Federation was planned in 1901 to standardize conditions on the boats and to secure greater responsibility on the part of the employees upon terms satisfactory to the vessel owners. The weakness of the association and the strength of the unions prevented the fruition of this plan. The trade agreements of 1903 with the unions representing the employees below the licensed officers were granted by the Lake Carriers' Association to standardize conditions on the boats and to secure greater responsibility on the part of the employees upon terms acceptable to the unions.

The idea of a trade agreement was not new on the Lakes. As early as 1889 the Lake Seamen's Union had asked the ore carriers represented in the Cleveland Vessel Owners' Association for a conference for the purpose of drawing up an agreement.<sup>57</sup> To be sure the union was weak at this time and reversed its position two years later. But beginning in 1899 representatives of the Lake Seamen's Union and of the firemen's union attended the annual conventions of the Lake Carriers' Association and asked for agreements.<sup>58</sup> Since 1899 the Lumber Carriers' Association and the dock managers had had agreements with their employees and even the Lake Carriers' Association had a contract with the grain scoopers at Buffalo. As a matter of fact the methods employed by the association in dealing with the men on the boats in 1901 and 1902 practically amounted to an agreement.

As soon as the association was reorganized and it became known that it expected to deal with the unions, the latter planned for conferences and drew up terms to be submitted. The American Association of Masters and Pilots submitted a classified wage scale for masters and mates.<sup>59</sup> Without "recognizing" this organization, the Lake Carriers' Association reached an understanding with its representatives concerning wages for the season, granting a monthly scale to mates which was about 20

<sup>57</sup> *Cf. supra*, p. 17.

<sup>58</sup> From ms. records of these unions.

<sup>59</sup> *Marine Review*, Jan. 22, 1903, p. 20.

per cent higher than the wages paid in 1902.<sup>60</sup> The Marine Engineers' Benevolent Association was not "recognized" either, but its wage scale was accepted by the Lake Carriers' Association.<sup>61</sup> Before the other unions met the Lake Carriers' Association an attempt was made to have a joint conference in order to strengthen their positions in effecting an agreement. The growing animosity between the Lake Seamen's Union and the International Longshoremen's Association prevented such a conference so that each union worked alone instead.

Previous to the conference with the owners, each union met and framed a set of demands which exceeded their expectations and which they could reduce in conference without sacrificing what they thought was justly due. The agreements made by the delegates of the Lake Seamen's Union were never effective until ratified by a referendum vote of the union. This proved to be a formal proceeding only since no agreement which was recommended by the delegates was ever rejected by the union.<sup>62</sup> In spite of continued protests by the Lake Carriers' Association, this referendum was used year after year for it gave the union a decided advantage. In case satisfactory terms could not be secured from the Lake Carriers' Association, the proposed contract could be submitted to referendum vote of the union without recommendation or even with secret recommendation to reject it. In this manner responsibility could be shifted from delegates to union, a decided vote against acceptance of the contract would show the strength of union sentiment, and the union would have

<sup>60</sup> The Pittsburg Steamship Company objected to a monthly scale, desiring to make a season contract with its mates instead. One of the concessions made to this fleet at the time of the reorganization of the Lake Carriers' Association was the insertion in the by-laws of the following section: "In order to increase the efficiency of the service by systems of bonuses and profit sharing, the right and privilege shall always remain with each individual stockholder of this Association to make contracts with employees running for a year or more on such terms and conditions as may be desired." *By-laws of the Lake Carriers' Association*, 1903, art. i, sec. 1. This clause was used a great deal by this fleet. At this time the opposition of the captains' union prevented the manager of the fleet from making yearly contracts. *Marine Review*, Mar. 26, 1903, p. 22.

<sup>61</sup> The engineers tried to obtain recognition and a closed shop agreement but failed. *Proceedings Marine Engineers' Benevolent Association*, 1903, p. 513.

<sup>62</sup> Ms. records of union conferences, *passim*.

time to prepare for a strike while a second conference was being arranged.

All other unions gave their delegates power to sign binding agreements without reference back to the unions. The executive committee of the Lake Carriers' Association always had power to sign agreements binding upon all members of the association. The executive committee was always represented by the president of the association and Mr. Coubly.<sup>63</sup> Sometimes other members attended. In any case the president usually made formal statements while Mr. Coubly gave decisions on moot points.<sup>64</sup> To all intents and purposes Mr. Coubly represented the vessel owners in wage conferences.

In opening a conference the demands of the unions were always presented formally, accompanied by a statement of grievances showing why hours should be reduced, wages increased, the number of men on the boats increased, etc. The president of the association usually made a formal reply stating that the exigencies of lake traffic and the uncertainties of the current year would prevent any increases in men or wages or reductions in hours, or perhaps he would instead present a counter-demand for a reduction in wages. The clauses of the proposed contract were then taken up *seriatim* and those which were agreed upon were voted accepted on first reading. All others were passed for the time being. After going through the entire contract in this manner the union usually withdrew to consider modifications in the rejected clauses while the executive committee of the association considered substitutes for such clauses. Upon re-convening, the conference again took up such clauses *seriatim* and worked upon all except wages until some sort of a compromise was reached. Usually the unions were forced to withdraw some demands and reduce others. Occasionally they thought they were receiving a grant of some demand when a later interpretation showed that it meant something different from what the union had expected it to mean.

Wages were always left to the last. Because of the direct relationship between the wages of one class of unlicensed men and those of other classes, the Lake Carriers' Association usually

<sup>63</sup> Cf. *infra*, p. 60.

<sup>64</sup> Ms. minutes of wage conferences, *passim*.

wished to settle with the weakest union first. The wages of the cooks and seamen were usually settled at one conference and the firemen at another. In 1907 only were they all settled at once. A contract with any union affiliated with the Lake Seamen's Union was never accepted by the delegates until agreement had been reached with the other affiliated unions.<sup>65</sup>

The Lake Seamen's Union was given a closed union shop agreement in 1903 which classified the boats in the association, stating the number and grades of men to be employed upon each and the wages to be paid each class of men.<sup>66</sup> Spring wages remained the same as in the fall of 1902 but fall wages were increased approximately 20 per cent. Although but few of the deckhands had joined the seamen's union at this time, their wages were fixed in the seamen's agreement. Deserters were to be punished by being denied re-employment for a period of thirty days. Police protection for the boats was abolished but the union agreed not to strike for any cause whatsoever. In case of disagreement the men were to continue at work until the grievance could be arbitrated. The question which was hardest to settle and which caused vessel owners most trouble was the hours of labor.<sup>67</sup> Previous to this time the seamen were accustomed to be on duty 18 to 36 hours at a time while in port loading ore or shifting the boat.<sup>68</sup> For this extra work the members of the union received no extra pay.

Failing in their demands for a general observance of "watch and watch" the able seamen accepted instead a provision for overtime pay and a provision that no unnecessary work be required on Sundays or legal holidays. The regular day in port was fixed at 10 hours (between 7 A. M. and 6 P. M.) unless the

<sup>65</sup> Ms. minutes of wage conferences, *passim*.

<sup>66</sup> These agreements were always printed so that facts given here are taken from the agreements themselves.

<sup>67</sup> This was true at every conference with this union. Unquestionably unduly long hours had been the rule at times but when the union obtained an agreement fixing the hours of labor on the boats its members demanded a rigid adherence to the agreement at all times, regardless of the reasons for the captains' desire to use their discretion. This rigid adherence to the rule-book caused both owners and captains much trouble throughout the life of the agreement system.

<sup>68</sup> *Marine Review*, Mar. 13, 1902, p. 15. The average time for such work was about 26 hours.

men were given watch and watch. From the beginning this section gave a great deal of trouble since it was a direct departure from age-long custom on the boats. Furthermore, it was not fully understood by masters and men and caused trouble because of diverse interpretations. As soon as the agreement was given a trial and the source of the trouble was found, a second conference was held and "overtime" was more fully defined so as to be clearly intelligible to all concerned.

The Marine Firemen, Oilers and Water Tenders' Union, represented by the International Longshoremen's Association, was given a closed union shop agreement which defined the number of men to be employed on the boats and the wages to be paid. The spring scale gave an advance of \$2.50 per month over the fall scale of 1902 and the fall scale of 1903 carried an advance of about 20 per cent. Deserters were to be punished by a refusal of re-employment for a period of 30 days. Strikes were prohibited and differences were to be settled by arbitration, the men to remain at work in the meantime.

The Marine Cooks and Stewards' Union was given a closed union shop agreement which defined the number of men to be employed upon each class of boats and the wages to be paid each. Some adjustments were made in this classification to approach more closely a fixed standard of wages, but in general the scale adopted provided for an advance of 15 to 20 per cent over the scale for 1902. The cooks had not been included in the advance to seamen and firemen in 1902. Provisions to cover desertions from the boats and the settlement of strikes were the same as in the seamen's and firemen's agreements.

Trouble started as soon as the season opened. When the mates refused to sign the season contracts offered by the Pittsburg Steamship Company the company withdrew the proposal but later punished some of the mates who had led the opposition. In September the American Association of Masters and Pilots declared a strike against the Pittsburg Steamship Company because its manager carried non-union mates, although this organization had not been given a closed shop agreement.<sup>69</sup> The manager ordered the boats to lay up as soon as they reached port. He kept his barges in commission, having them towed by independent

<sup>69</sup> *Marine Review*, Sept. 17, 1903, p. 22.

boats. The union requested the independents not to do this but upon threat of loss of Steel Corporation business they were forced to continue the practice. The Lake Carriers' Association at first supported the Pittsburg Steamship Company, but in trying to settle the strike a temporary break occurred in the association. Thus relieved of the support of the association, the manager removed the non-unionists and settled the strike.<sup>70</sup>

By October, 1903, the American Association of Masters and Pilots had practically a 100 per cent organization on the Lakes.<sup>71</sup> Finding themselves being deprived of more and more of their accustomed prerogatives by their employers on the one hand, and, on the other, having their authority questioned by the men under them who very early looked to their agreements rather than to the captain as the source of authority on the boats, the masters had been gradually forced to band together for self protection.<sup>72</sup> By the close of 1903 they began to make demands upon the vessel owners for the right to hire all men on the boats, chief engineers included.<sup>73</sup> The owners anticipated trouble for the opening of the season of 1904.

In December, 1903, A. B. Wolvin retired from the management of the Pittsburg Steamship Company and Harry Coulby

<sup>70</sup> *Marine Review*, Oct. 1, 1903, p. 17.

<sup>71</sup> Probably included all but one captain and one mate. *Ibid.*, p. 18.

<sup>72</sup> These changes were especially marked in the Pittsburg Steamship Company's fleet. Writing editorially concerning these changes the editor of the *Marine Review* said on October 1, 1903 (pp. 17-18): "The operation of a fleet so large as this involved certain radical changes in system. Instead of being owned by individuals whose temperament and habits, whose strength and frailties, were intimately known to those who sailed the vessels, they became owned by an indeterminate number of persons, scattered from Maine to Mexico, and known under the general classification of stockholders in the United States Steel Corporation. In other words the evolution was from the personal to the impersonal; and impersonal things must be managed in an impersonal manner. The human element is lacking. . . There is no doubt whatever that the Steel Corporation trod on the toes of a great many captains when it extended its system of operation to the vessels. While there has been a tendency of late on the part of a number of owners to limit the authority of the master, the Steel Corporation took a long step in that direction and left him practically shorn. And it must be admitted that members of other unions on board ship did not temper the wind to the shorn lamb."

<sup>73</sup> *Ibid.*, Aug. 20, 1903, p. 24.

succeeded him.<sup>74</sup> Mr. Coulby had been manager of the Picands and Mather fleet and of the Great Lakes Towing Company, familiarly known as the Tug Trust. He was already an influential member of the executive committee of the Lake Carriers' Association. As president and manager of the Pittsburg Steamship Company Mr. Coulby has dominated the labor policy of the Lake Carriers' Association since December, 1903. The source of his power is three-fold: First, his position as executive head of the largest fleet on the Lakes; second, his relation to the Steel Corporation, which in addition to owning this fleet, ships more ore down the Lakes than do all other shippers together; and third, his personal qualities which alone make him a leader whose counsel would be sought by other men in his business.

<sup>74</sup> *Marine Review*, Dec. 24, 1903, p. 23.



## CHAPTER IV

### DISRUPTION OF THE UNIONS

In general the agreements of 1903 were a marked improvement over previous methods of dealing with labor on the boats. The friction which accompanied the introduction of the contract plan gradually disappeared as the parties came to understand each other better. In the cases of some obstreperous individuals, however, notably among the firemen, the agreement served only to make them more irresponsible and more difficult to control. They often refused to do what the "red book" did not specifically require of them and even then their interpretation of its requirements was not always correct. Such cases were perhaps exaggerated in number and importance when related by those who were aggrieved. Nevertheless the inability of the union officials to exercise complete control over their members from the start caused some of the vessel owners to hesitate about renewing agreements for 1904. The internal difficulties of the Lake Carriers' Association had largely been eliminated by the close of the season of 1903, due partly to the fact that some misunderstandings had been removed and partly to the degree of control exercised by the executive committee of the association, by which it could easily over-ride objections to the association policy by individual members.

In his annual report for 1903 the president of the Lake Carriers' Association said: "We have had the experience of one season. The conditions before us are essentially different from what they were last spring."<sup>1</sup> The association took no action either in favor of or against agreements but left the matter of renewals in the hands of the executive committee. There were always members of the association who were opposed to any "recognition" of the unions and who were ready at any time to throw down the gauntlet and resort to the former methods of ex-

<sup>1</sup> *Annual Report Lake Carriers' Association, 1903, p. 8.*

terminating warfare. A number of the owners discussed secession from the policy of the association in dealing with labor and the establishment of a policy of "open shop" instead.<sup>2</sup> In the face of the growing solidarity of the owners at this time this minority might have gained a larger following but for the fact that they could not rely upon the support of the captains and without this support they could not hope to keep the union men off the boats.

The activities of the American Association of Masters and Pilots in 1903 led the Lake Carriers' Association to expect trouble from this source in 1904. At the beginning of the year 1904 the Steel Corporation had enough ore in its furnace yards and on the Lake Erie docks to last it until August even if no ore was brought down the Lakes during that time.<sup>3</sup>

The Carnegie plan of granting bonuses to employees in a position to effect economies and increase efficiency had been extended to the Pittsburg Steamship Company and its chief engineers and masters had received such bonuses since 1901.<sup>4</sup> The individual contract system, tried upon the engineers after the success of their strike in 1901, was now tried upon the masters. Other vessel owners followed the lead of the Pittsburg Steamship Company is asking their captains to sign individual contracts. After a rumor had been spread that the Pittsburg Steamship Company expected to reduce the pay of the captains in 1904, the new manager let it be known that captains could not consider themselves in his employ for the coming season, as was the custom for regularly employed vessel captains on the Lakes, but that they must make application for their former positions.<sup>5</sup> The consumption of iron and steel products had decreased during the previous year and Steel Corporation dividends were not as high as expected.<sup>6</sup> A policy of retrenchment was announced.

While the Lake Carriers' Association was trying to break the solidarity of the masters, the other unions, after having planned for the coming conferences since the close of the season of 1903,

<sup>2</sup> *Marine Review*, March 24, 1904, p. 26.

<sup>3</sup> *Ibid.*, July 21, 1904, p. 23.

<sup>4</sup> *Ibid.*, Jan. 2, 1902, p. 6.

<sup>5</sup> *Ibid.*, Jan. 14, 1904, p. 18; Feb. 25, 1904, p. 22.

<sup>6</sup> Ore shipments were 12 per cent less in 1903 than in 1902 but furnace interests had greater reserves at the end of 1903 than of 1902.

were put off from time to time until the last of April and the first two weeks in May. The season started late owing partly to trouble with the masters and mates and partly to the uncertainty of the market for ore. As in 1903, the Lake Carriers' Association did not "recognize" the Marine Engineers' Benevolent Association nor sign an agreement with them; but on May 13, 1904, the Lake Carriers' president wrote the lake business manager of the union as follows:<sup>7</sup>

In reply to your proposition for scale of wages for steamers of the Lake Carriers' Association for the season of 1904, would say that our Executive Committee have accepted your proposition, and herewith beg to notify you of such acceptance.

The scale was the same as for 1903.

The delay in starting the boats, added to the greater solidarity of the owners in resisting demands of the unions, placed the Lake Carriers' Association in a more advantageous position in bargaining with the other unions. The firemen were signed up first — on April 27, 1904.<sup>8</sup> The important changes in this contract were as follows: A reduction of wages of \$2.50 per month to October 1. This made firemen's wages the same as for able seamen in 1903. Twelve hours' notice was required before a fireman was permitted to quit a boat and captains were permitted to lay off crews when delayed in port longer than three days. Barge engineers were eliminated from the agreement.

The contract with the Lake Seamen's union eliminated the overtime clause and permitted the owners to lay off crews when vessels were delayed in port longer than three days. Barge engineers were to be employed regardless of their union affiliation. This contract was signed May 12, 1904. Both the Lake Seamen's Union and the International Longshoremen's Association presented demands for an agreement for a union of cooks, but the demands of the longshoremen were not founded upon a sufficiently representative membership to gain the support of the Lake Carriers' Association and the cooks affiliated with the seamen were given the contract instead.<sup>9</sup> Nevertheless the existence of the dual unions weakened the bargaining power of the cooks. The season differential from \$66 per month in the spring to \$86

<sup>7</sup> *Proceedings Marine Engineers' Benevolent Association*, 1905, p. 36.

<sup>8</sup> Information taken from printed agreements.

<sup>9</sup> Ms. minutes of wage conference, 1904, p. 15.

after October 1 was changed to a flat rate of \$70 per month for the season. The question of carrying porters on boats was eliminated and a provision was inserted permitting the captains to employ women cooks under specified conditions. The cooks were also deprived of their freedom from working under police protection. This contract was signed May 12.

In February, 1904, the American Association of Masters and Pilots asked for a conference with the Lake Carriers' Association.<sup>10</sup> This request was ignored. Meantime the captains returned the individual contracts to the owners, unsigned. The association then decided to meet the captains and throughout April and May conferences were held between the representatives of the masters and the executive committee of the owners but no agreement was reached. The basic issue involved was the demand for recognition of the American Association of Masters and Pilots by the Lake Carriers' Association. All other issues either emanated from this or were soon waived by the union.<sup>11</sup> When a deadlock occurred and a season's tieup of the boats was threatened, the Cleveland branch of the National Civic Federation offered its services as arbitrator of the dispute. Both the union and the association laid their cases before the Federation, but the association was unwilling to submit its case to arbitration.<sup>12</sup>

The Lake Carriers' Association stated that their refusal to deal with the American Association of Masters and Pilots was due to the fact that in this union the master of the boat, the personal representative of the owner, was banded together with his subordinates who, through superiority of numbers, could outvote him and hence control the union.<sup>13</sup> In rendering its decision the committee of the Civic Federation said:

The Lake Carriers' Association gave us to understand that they would not only be willing to deal and make contracts with an association formed by the mates alone and another association formed by the masters alone, but that they would encourage and facilitate the organization of such

<sup>10</sup> *Marine Review*, Feb. 11, 1904, p. 26.

<sup>11</sup> Other demands made at first included the right of captains to hire mates and the payment by the owner of a full season's salary unless the captain be discharged for cause. *Statement by Lake Carriers' Association to the Cleveland Civic Federation*, 1904, p. 10.

<sup>12</sup> *Marine Review*, June 9, 1904, p. 24.

<sup>13</sup> *Statement to Civic Federation, op. cit.*, p. 4.

unions or associations, as they believe, the organization of such separate unions or associations would be along the lines of other separate and independent organizations pertaining to the lake commerce. . .<sup>14</sup>

It is the opinion of the committee, based upon information received by them during these various hearings, that growing out of the change which has been going on so rapidly, which has resulted in the passing of the ownership of the lake vessels from individual and private ownership to corporate and syndicate ownership, various abuses have crept in, of which the masters and mates have reasonable ground to complain.<sup>15</sup>

While negotiations for settlement were under way, the officials of the Lake Carriers' Association were making all possible efforts to secure enough licensed men to start a few of the boats and break the strike. Threats were made that steps would be taken to have the licenses revoked unless the men returned to their boats.<sup>16</sup> All other labor on the boats was under contract not to participate in a strike so that the owners had no fear of a sympathetic strike. They recognized, however, that the masters alone could prevent the operation of the boats if they only held together; for without licensed men to operate them, the boats could not leave port. A minority of the owners were willing to grant the demands of the union rather than have their boats continue idle. Again the Steel Corporation threatened a loss of business to any who surrendered to the union and the members of the Lake Carriers' Association were ordered by their executive committee to keep "hands off the captain question altogether; not to start any boats and not to *try* to start any."<sup>17</sup>

The furnace interests, and especially the Steel Corporation, were determined to carry the fight to a finish at this time. To do so they must break the union and at the same time hold the owners together. To break the strike it was necessary to secure

<sup>14</sup> Mr. Coulby, in addressing the committee on this subject, said: "I don't stand before you people as an opponent of organizations. . . I have said here, and I say it again, and am perfectly willing to stand by it, that in this Twentieth Century, when a man speaks against organizations he is behind the times. I believe in organizations. Have no objections to the captains organizing by themselves, but I think as he occupies that unique position, there should be no subordinates to control him." At the same time Mr. Coulby expressed a willingness to deal with a captain's organization and a mates' organization, "properly organized." *Statement to Civic Federation, op. cit.*, pp. 21-22.

<sup>15</sup> *Marine Review*, July 9, 1904, p. 35.

<sup>16</sup> *Statement to the Civic Federation, op. cit.*, p. 2.

<sup>17</sup> Ms. minutes of proceedings, May 20, 1904.

only a few strike-breakers, enough to start a few boats and induce others to follow. It was suggested that three or five year contracts be given any who would withdraw from the union.<sup>18</sup> By appealing to the personal friendship and allegiance of some of the older and more conservative captains and by promising rapid advancement to some of the young and ambitious mates, enough men were secured to break the strike. As soon as the break came the masters and mates very rapidly sought to make terms with the owners. By the time the head of the union advised a return to work 150 boats were in commission;<sup>19</sup> and by the middle of June the strike was over. The iron industry was not affected by the strike since the surplus of ore on the docks was more than sufficient to supply all demands of the furnaces. On the other hand, the American Association of Masters and Pilots disappeared from the Lakes. The captains resigned in a body and the mates were forced to withdraw before they were given positions on the boats.<sup>20</sup>

In reality it was the individualism of these men which defeated their collective purposes. Being in a position to dictate to others on their boats, rather than to be dictated to, the masters had suffered long before joining in a collective protest to the vessel owners. And when they finally rebelled, the same refusal to abide by the dictation of others, even though such others be a majority of the men in their own trade, caused some of them to accept an immediate satisfaction of their individual desires in preference to a postponed satisfaction of their collective demands. Another factor which made them hesitate to risk their chances of employment was the fact that these men possessed a degree of skill as master of a boat which could not be transferred readily to any other line of work. Their union was, after all, an anomaly since the purpose of the captains was not at all the purpose of the mates. The captains wanted, first of all, a return of their authority and prerogatives as absolute masters of their crafts and control over all men under them, including the mates. Many of the mates had first papers and were potential captains. Hence the captains must have secured their coöperation to pre-

<sup>18</sup> Ms. minutes of proceedings of executive committee of Lake Carriers' Association, May 24, 1904.

<sup>19</sup> *Marine Review*, June 16, 1904, p. 22.

<sup>20</sup> *Ibid.*, June 23, 1904, p. 32.

vent their use by the owners in case of strike. The mates, on the other hand, desired an organization for trade union purposes.

The executive committee of the Lake Carriers' Association had endorsed the principles of unionism in their statements to the Civic Federation, but had objected to a union which contained both masters and mates. Nevertheless the same committee at its meeting on July 21, 1904, discussed the formation of an organization of captains, mates, and vessel owners so formed as to safeguard the interest of the latter.<sup>21</sup> No action was taken, however, but instead arrangements were made to secure admission of owners, managers, and stockholders to honorary membership in the Ship Masters' Association which had continued its existence as a beneficiary organization through the rise and decline of the American Association of Masters and Pilots.<sup>22</sup>

Following the lead of the Pittsburg Steamship Company, the owners took various means of getting into closer touch with their captains. They tried to overcome the antagonism of interest which had developed with the appearance of impersonal management of the boats. The Lake Carriers' Association too gave recognition to the captains and asked some of them to aid in making agreements with their subordinates on the boats.<sup>23</sup> This

<sup>21</sup> Ms. proceedings, July 21, 1904.

<sup>22</sup> *Annual Report Lake Carriers' Association*, 1905, p. 26.

<sup>23</sup> Ms. minutes of wage conferences, *passim*.

The association admitted the truth of the complaints made by the captains against the impersonal management of the boats. Concerning this question the president of the association said:

“ ‘It is an ill wind that blows nobody good.’ While the strike was costly to everyone concerned; while it at the time engendered very much misunderstanding and consequent bitterness, yet it remains to be said that the thorough consideration of the whole subject opened the eyes of the owners, the masters, the mates and all licensed officers to the fact that abuses had been permitted to come into the business of operating our ships. One which was the most striking was the tendency which had been developing of operating ships too much from the shore. Just as the owners saw the incongruity of having a number of men in an association regulate the conduct of the masters and other licensed officers under general rules upon some dead level which might or might not regard the needs and business conditions of the owner and the ship, so were the owners impressed as the result of this study that they should, as far as possible, separate those matters which must be attended to in the office from those which relate to the executive duties of the masters, engineers and mates, whom they employ on their ships, and who are required to act from hour to hour upon

led to a more cordial relationship between owners and captains and helped to kill the spirit of unionism among the latter. But it did nothing to satisfy the demands of the mates except as the mates looked forward to promotion and identified their interest with that of the masters.

Although forced to surrender membership in the American Association of Masters and Pilots in order to obtain employment after the strike, the mates still cherished hopes of an effective union. Taking the Lake Carriers' Association at its word, the mates started a movement to form a union at the close of the season of 1904.<sup>24</sup> The association not only refused to recognize this union but at the meeting of the executive committee on February 22, 1905, it was voted that no member of the association be permitted to hire a mate who was a member of any marine organization on the Lakes.<sup>25</sup> Recognition was refused to the new union on the ground that the mate was next in line to succeed the captain and already exercised his functions during the captain's absence from the boat.

The Lake Carriers' Association had anticipated trouble with the masters and yet were surprised at their strength. A more systematic method of acquiring knowledge of the strength of the other unions, to be used in future difficulties if necessary, was planned on July 21, 1904, when the executive committee gave the president of the association power to "incur the expense for such information as he may think necessary." At the same meeting a general organization of the men on the boats, "which would issue to employees a book similar to the present union book" and which would be managed and controlled by the Lake Carriers' Association was discussed.<sup>26</sup> The chief counsel of the association announced that he was already at work upon plans for such an their judgement at the moment and be responsible for reasonable judgement and efficiency and results." *Annual Report Lake Carriers' Association*, 1904, p. 7.

<sup>24</sup> *Marine Review*, Dec. 29, 1904, p. 21.

<sup>25</sup> Ms. proceedings, Feb. 22, 1905. Previous to this time the Pittsburg Steamship Company had given its masters permission to employ their mates, subject to the approval of the company, but it was "specifically reserved that mates belonging to a union shall not be employed." *Marine Review*, Jan. 5, 1905, p. 23.

<sup>26</sup> Ms. proceedings, July 21, 1904.



organization and that he would submit his plans as soon as they were completed.

On November 7, 1904, the executive committee considered the matter of requiring the engineers employed by the members of the association to withdraw from the Marine Engineers' Benevolent Association since an engineer's affiliation with that union was declared to be "inconsistent with the full and free performance of his duty to his employer."<sup>27</sup> Remembering the bitter experience with this union in 1901 and anticipating trouble with some of the other employees in 1905 no action was taken. Instead it was decided to try to induce the engineers to withdraw from their union without strike if possible. Mr. Coulby planned to meet with the engineers of the Pittsburg Steamship Company in December, 1904, and discuss the matter with them but later decided that the time was not yet ripe for such a move and withdrew the call for the meeting.<sup>28</sup>

During the winter of 1904-1905 labor questions were given much attention by the Lake Carriers' Association who looked with alarm upon the growth of the lake unions and of the American Federation of Labor which was already represented on the Lakes by the International Longshoremen's Association with its many trades and the Lake Seamen's Union, and which had made overtures to the Marine Engineers' Benevolent Association<sup>29</sup> and the mates.<sup>30</sup> At the meeting of the executive committee on January 11, 1905, during the discussion of labor troubles the need of a treasury of \$100,000 was urged "in order to provide for any emergencies which may arise which would require the use of a large amount of money."<sup>31</sup> At the general meeting of the association two days later the president dwelt upon the growing strength of labor and urged that the Lake Carriers' Association should "gradually, at least, prepare itself so that its members will be able to absolutely control the property under

<sup>27</sup> Ms. proceedings, Nov. 7, 1904.

<sup>28</sup> *Marine Review*, Dec. 29, 1904, p. 32. Again Mr. Coulby tried to make individual contracts with the engineers in his fleet, offering them more than they would obtain through a trade agreement with the Lake Carriers' Association. *Ibid.*, Jan. 5, 1905, p. 23.

<sup>29</sup> *Marine Record*, Jan. 30, 1901, p. 7.

<sup>30</sup> *Marine Review*, June 9, 1904, p. 23.

<sup>31</sup> Ms. proceedings, Jan. 11, 1905.

their charge." Open shop was discussed and a minority urged that the time was ripe to take action against the unions and suggested the immediate adoption of the policy of "open shop."<sup>32</sup> The decision was left with the executive committee since certain complications prevented the adoption of such a policy at that time.

Less than 22,000,000 tons of ore had been brought down the Lakes in 1904. This was a smaller amount than had been brought down during either of the two preceding years and although the furnace demand had decreased during 1903-1904 the amount of ore in reserve at the end of the season of 1904 was small. Therefore it was thought best not to risk a tie-up of the boats at the beginning of a year when shipments were expected to be heavy. For this reason trade agreements were continued. The captains were dealt with individually. Some owners objected when the Pittsburg Steamship Company made contracts with its captains in December, 1904, and thereby set a standard which other owners were unwilling to pay. But since such contracts were permitted by the constitution of the Lake Carriers' Association no action could be taken.

As in the two preceding years it was decided that it would not be good policy to "recognize" the Marine Engineers' Benevolent Association by giving its officers a signed agreement. Instead the lake business manager of the union was notified that the association would pay the union scale for the season of 1905.<sup>33</sup> This was the same as for 1904 except that a few engineers on boats of more than 5,500 tons gross register received the following increases: \$5 per month for second assistant engineer, \$15 for first assistant, and \$25 for chief engineer.

The agreements with the seamen and the cooks were signed March 3. The seamen asked a considerable advance in wages but the only increase granted was that given to deckhands—a change from \$25.00 to \$27.50 from the opening of navigation to the first of October. The clause in the 1904 contract which provided that a boat detained in port could dismiss its crew only at the end of three days was left out of the 1905 contract. The cooks also demanded a large increase in wages but were given

<sup>32</sup> *Marine Review*, Jan. 19, 1905, p. 17.

<sup>33</sup> *Report of Lake Business Manager of Marine Engineers' Benevolent Association*, 1905, p. 24.

none.<sup>34</sup> A porter was granted on vessels of over 4,000 tons gross tonnage and on smaller vessels whenever three or more passengers were carried. Both the seamen's and the cooks' demands were for additional concessions and the Lake Carriers' Association had little difficulty in defeating them.

The case with the firemen was different. In 1904 the wages of the firemen had been reduced and this union laid its plans to regain the loss. Anticipating possible trouble with this union, the Lake Carriers' Association was anxious to sign the other unions early so that the firemen would be the only class of labor to deal with in case of trouble. Another danger which the association was trying to guard against was the possibility of the firemen trying to aid the mates. Before a conference was granted to the firemen's union, the president of the Lake Carriers' Association secured promises from the officials of the Lake Seamen's Union and the Marine Engineers' Benevolent Association that these two organizations would help the owners to secure strike-breakers in case the firemen's union started a strike.<sup>35</sup> The demands of the firemen for increased wages were then refused. After a threatened strike and a referendum to the members of the union, the 1904 scale was accepted. As in the case of the seamen, the three day retention clause was left out of the contract for 1905. This agreement was signed March 27, 1905. The mates were not strong enough to make collective demands and they accepted the scale set by the Lake Carriers' Association.

Throughout the season of 1905 the firemen continued to give the vessel owners a great deal of trouble by deserting the boats at the upper lake ports and by violating the agreements in other ways. At the 1905 wage conference Mr. Coulby suggested that the firemen deposit their union books with the captain, to be forfeited in case the agreement was violated.<sup>36</sup> This suggestion was overruled by the union delegates. The association then systematically laid their plans to rid themselves of the firemen's union and the president of the association conducted a campaign to learn of all violations of agreements by the firemen in order

<sup>34</sup> *Annual Report Lake Carriers' Association*, 1905, p. 3.

<sup>35</sup> Ms. proceedings of executive committee of Lake Carriers' Association, Mar. 22 and 23, 1905.

<sup>36</sup> *Annual Report Lake Carriers' Association*, 1905, p. 5.

to have "ammunition" to use against the attacks of other unions, members of the association who were hesitant about antagonizing the union, and the public.<sup>37</sup>

In the meantime complications arose in the mates' controversy. Their union not only was not "recognized" by the association, but its members were blacklisted by the vessel owners. Surplus captains could be used in their places in case of strike, while wheelmen and watchmen were always in line to succeed them as soon as licenses could be secured. Alone the mates' union was powerless. They could no longer rely upon the captains for support so they must look to the unions of their subordinates. Both the seamen and the longshoremen were not only willing but anxious to accept their affiliation. In fact immediately after the strike in 1904 both of these trades took steps to reorganize the mates.<sup>38</sup> In the case of the seamen this was a defensive move while in the case of the longshoremen it was another step in the direction of the hoped-for industrial union of lake trades. The mates were in a position to hire and discharge seamen. By having them affiliated with the International Longshoremen's Association, the officials of that union could control the seamen and force them to pool their interests. To avert this danger the Lake Seamen's Union offered aid to the mates as a defensive measure.

Throughout the season of 1905 the fight to organize the mates was continued. Both sides claimed a majority at the opening of the season in 1906 though there is no evidence to show that the Lake Seamen's Union had more than a mere handful in their organization; while the stronger International Longshoremen's Association had attracted a majority of the mates on the Lakes. When the seamen met the Lake Carriers' Association to arrange contracts for the seamen and the cooks to cover the season of 1906 demands were made for the recognition of the seamen contingent of the mates.<sup>39</sup> Threats were made that without such recognition no agreements whatever would be signed. This demand was refused and upon the declared intention of the association to terminate the conference and institute "open shop" the demands

<sup>37</sup> From correspondence concerning firemen.

<sup>38</sup> *Proceedings Lake Seamen's Union*, 1905, p. 17. *Proceedings International Longshoremen's Association*, 1905, p. 36.

<sup>39</sup> *Marine Review*, Mar. 29, 1906, p. 23.

were withdrawn. Both the seamen and the cooks signed contracts for 1906 which were essentially the same as for 1905, except that the seamen were again granted payment for overtime. The usual understanding was reached with the engineers.

The longshoremen refused to deal with either the Lake Carriers' Association or the Dock Managers' Association until the former were willing to recognize the longshoremen contingent of the mates.<sup>40</sup> The agreement with the dock managers did not expire until May 1, 1906. At midnight, April 30, all members of the International Longshoremen's Association, including all men employed on the docks, the grain scoopers, the men employed on the tugs, and the firemen, oilers, and water tenders on the boats, were called out in sympathy with the mates. Only the mates themselves refused to strike *en masse*.<sup>41</sup> By offering inducements and making threats the vessel owners were able to keep enough mates on the boats to break the strike which was officially called off May 9, 1906.<sup>42</sup> Again the vessel owners were successful and a second union disappeared from the Lakes.

Since 1902 the seamen had been trying to induce the firemen to break with the longshoremen. The firemen were still hopeful of increasing their wages and expected an increase in 1906 by supporting the strike for the mates. With the union defeat in this strike the firemen accepted the 1905 scale and conditions. Even then, because of the numerous troubles with the firemen, the Lake Carriers' Association wanted only a trial agreement, to be abandoned if not lived up to.<sup>43</sup> The failure to secure the expected increase in wages was blamed by the firemen upon the officials of the International Longshoremen's Association. Trouble arose within the firemen's union and a movement was started to withdraw from the longshoremen. Partly because of these internal troubles, the Lake Carriers' Association experienced unusual difficulties with the firemen during 1906.<sup>44</sup> Vio-

<sup>40</sup> *Marine Review*, Mar. 22, 1906, p. 22.

<sup>41</sup> *Ibid.*, May 3, 1906, p. 27.

<sup>42</sup> *Ibid.*, May 10, 1906, p. 21.

<sup>43</sup> Ms. minutes of wage conference, 1906, *passim*.

<sup>44</sup> *Marine Review*, Sept. 27, 1906, p. 22. In his report for 1906 the president of the Lake Carriers' Association said that "constant complaint and appeals to the officers of the firemen's union were unavailing to remedy the evils, largely due to the fact, I am inclined to think, that they were utterly

lations of agreements, especially the clause requiring twelve hours' notice before quitting the boat, were numerous throughout the season. In addition, the union was able to furnish only about 60 per cent of the number of firemen required on the boats, in spite of the fact that they had a closed union shop agreement and were obligated to supply all the men required. The initiation fee of the union at this time was \$25, a prohibitory fee for that class of labor. The Lake Carriers' Association took advantage of this opportunity to secure and train non-union men and again planned to exterminate the firemen's union.<sup>45</sup>

It had been customary for the seamen and cooks to refuse to sign agreements with the Lake Carriers' Association until its representatives were ready to sign with both unions. During the year 1906 the firemen withdrew from the International Longshoremen's Association and affiliated with the Lake Seamen's Union.<sup>46</sup> When the wage conferences were held in 1907 the officials of the union refused to sign for one of its three classes of members until the association was willing to sign for all. This forced the issue as to whether or not the fight would be made upon the firemen in 1907. The outlook for the year was so bright that the owners did not wish to experience the delays of a strike so the agreements were renewed. Conferences were held late because of Mr. Coulby's absence from the Lakes. The agreements were signed April 13, 1907.

In exchange for the overtime clause, which was again stricken unable to control their men." *Annual Report Lake Carriers' Association, 1906, p. 4.*

<sup>45</sup> In reply to a letter from a captain protesting against the violations of agreements by the firemen, the president of the Lake Carriers' Association said on July 30, 1906: "I fully agree with your sentiments expressed in your letter. The position with the firemen this year has become nearly unbearable. There are several reasons which make it worse than usual. They are having internal dissensions; they also have practically a prohibition price or initiation fee which prevents their getting new members; they have not near enough men to furnish what is required; their officers seem to have lost control of them. It will certainly be a happy day when we are rid of the whole bunch. In my judgment the sooner we reach that point the better we will be off. The middle of the season of course is a bad time to have a break if it can reasonably be avoided but I feel reasonably sure that our Executive Committee will take some drastic measures this winter regarding the future."

<sup>46</sup> *Proceedings Lake Seamen's Union, 1907, p. 3.*

from the agreement, the able seamen were given an advance in wages from \$45.00 to \$50.00 per month from the opening of navigation to October 1, and the deckhands were given an increase of \$2.50 per month throughout the season.<sup>47</sup> The firemen and cooks received advances similar to that of the able seamen. The captains were given individual appointments as usual and the mates accepted the Lake Carriers' Association scale which was an advance of about 8 per cent over the preceding year, to correspond with the advances granted their subordinates on the boats.

For the first time in the history of the union, the Marine Engineers' Benevolent Association received a signed agreement in 1907. Since 1905 a few of the fleet engineers had assisted the executive committee of the Lake Carriers' Association in framing agreements with the unions. After another unsuccessful attempt to induce the engineers to sign individual contracts, the Lake Carriers' Association called together the fleet engineers to form a permanent auxiliary association to be known as the Fleet Engineers' Association.<sup>48</sup> Its chief purpose was to deal with the engineers. It met with the Marine Engineers' Benevolent Association representatives and framed a tentative contract for 1907 which, upon approval by the executive committee of the Lake Carriers' Association, was signed by the new association.

Following the slack season of 1904, ore shipments increased over 50 per cent in 1905, while the 1907 shipments were more than double those of 1904. By early fall, 1907, it was known that 1908 ore demands would be light and that lake traffic would suffer greatly.<sup>49</sup> The movement of ore in 1907, however, was not checked until furnace yards had become congested and the storage capacity of the docks had become exhausted.<sup>50</sup> The largest ore reserve in the history of lake traffic up to that time remained at the close of the season of 1907. It was estimated that with normal consumption, the furnace interests and especially the

<sup>47</sup> In speaking of the elimination of the overtime clause the *Annual Report of the Lake Carriers' Association* said in 1907 (p. 10): It "served in a large measure to reduce, although not to entirely eliminate, the friction that has heretofore existed between the officers and employees aboard the vessels."

<sup>48</sup> *Marine Review*, Feb. 14, 1907, p. 24.

<sup>49</sup> *Ibid.*, Oct. 24, 1907, p. 21.

<sup>50</sup> *Ibid.*, Feb. 20, 1908, p. 23.

United States Steel Corporation had enough reserve ore to run the furnaces until September, 1908, if none were brought down the Lakes during that time.<sup>51</sup>

It had been the custom for several years to maintain dock police to keep the peace and to protect property. In fact, since the organization of the Cleveland Vessel Owners' Association such officials were always within call in case of need. During the season of 1907 this sort of protection was supplemented by the construction of high board fences around the dock property and the introduction of a system of admittance within the enclosure of none but those who could prove that their business within was in the interest of the vessel owners or the dock managers.

The vessel owners had never given up their intention of returning to non-unionism as soon as a favorable opportunity offered.<sup>52</sup> Some of the independents were willing to try a test of strength at any time since every tie-up of the boats meant higher freight rates when traffic was resumed. The managers of these fleets wrote many letters to the president of the Lake Carriers' Association, asking him to take action in ousting the unions. As with all policies of the association, it was the shipper, and especially the United States Steel Corporation, who determined the time for discontinuing the contracts with the union. Agreements were considered to be a makeshift truce and not the foundation of permanent peace. The officials of the unions recognized this fact also. They knew that the existing relations with the owners were temporary only and that the tension might reach the breaking point at any time.<sup>53</sup>

<sup>51</sup> The United States Steel Corporation had 12,000,000 tons in reserve at the close of the season of 1907. *Annual Report Lake Carriers' Association*, 1908, p. 9.

<sup>52</sup> *Marine Review*, Apr. 16, 1908, p. 20, said editorially: "Lake interests have never abandoned the principle of open shop, though for the past few years it has seemed inexpedient to enforce it."

<sup>53</sup> For example, as early as January, 1907, the officials of the Lake Seamen's Union urged the necessity of an increase in dues to build up a large defense fund "to prepare for the inevitable struggle with the owners." *Proceedings Lake Seamen's Union*, 1907, p. 42. Again, on January 14, 1908, before the unions knew that the Lake Carriers' Association expected to terminate the agreements, a joint conference of the unions affiliated with the Lake Seamen's Union passed the following resolutions: "Resolved: that in the event of any emergency arising in the nature of a strike or lock-



In the eyes of the vessel owners, trade agreements had failed. No complaint was made about the Marine Engineers' Benevolent Association, except that through this strong organization the engineers were able to exercise an undue influence in fixing wages. Individually the engineers had never been a source of annoyance to the owners. Even the jealousy between the engineers and the captains worked to the advantage of the owners because it weakened the bargaining power of both classes of employees. The owners felt that they had nothing to gain by agreements with their engineers while their experience with the Marine Engineers' Benevolent Association had been one of victory for the latter. As already noted, this union was never "recognized" by the Lake Carriers' Association and in only one year, 1907, was it given a contract by a subordinate association.

In the same manner the owners believed that they had nothing to gain by granting contracts to unions of the mates and captains. Wages were not subject to sudden changes for this class of labor since the mates were accustomed to a monthly scale, set by the Lake Carriers' Association for the season, and the captains to a yearly salary to be agreed upon between the individual captain and his employer. Under this system the owner himself was the arbitrator of disputes. Under an agreement, such as was presented for approval in 1904, the owner would have relinquished this power to the union of captains and mates. It was this possibility, rather than any specific demands for changes in wages or conditions of work, which caused the Lake Carriers' Association to refuse to "recognize" the American Association of Masters and Pilots.

out, particularly during the coming season, the affiliated Lake District Unions of the International Seamen's Union of America shall work in conjunction with each other at all times, and that in order to have a clear and definite understanding of the acts and intentions of the Unions affected, be it further

"Resolved: that none of the affiliated Unions of the Lake District shall in any way involve itself or themselves in any sympathetic strike of any nature or form any alliance with any of the organizations not a part of the International Seamen's Union of America except with the consent and approval of the other Lake District Unions. And be it further

"Resolved: that no action likely to precipitate a strike or lockout shall be taken by any of the organizations without first consulting with the executive officers or executive authorities of the other unions." Ms. proceedings, pp. 2-3.

Aside from the fact that it was the strength of the other unions and the weakness of the Lake Carriers' Association which forced the introduction of contracts with all employees below licensed officers in 1903, the vessel owners hoped that such contracts would make two advantageous changes in their methods of dealing with their employees: First, that yearly contracts would insure the absence of fluctuations in wages; and second, that union officials would be able to discipline their members and bring about a stability of tenure which, up to this time, had never been known on the boats.

The agreement system accomplished the first of these hoped-for results. From 1903 to 1907 inclusive there were no authorized wage strikes on the Lakes. In only one instance indeed was there even an approach to a strike for wages. In 1906 one fleet violated the age-long custom of paying for 31 days in May and July and paid its engineers and chief cooks for 30 days instead. A strike against this line was threatened but the officials of the Lake Carriers' Association refused to uphold this breach of custom and the manager of the fleet paid for 31 days.<sup>54</sup> Numerous instances occurred where unauthorized strikes of the fireman or deckhands on a single boat resulted when a deserter at an upper lake port demanded pay, in violation of his contract, and was refused. But in general stability of wages resulted from the agreements and a vessel owner was reasonably certain of his probable wage cost for the season or so much thereof as his boat was in commission. Without doubt this gain was absolute and exceptions were a negligible factor.

Furthermore, but little change was made in wages during the time the agreements were in operation. From 1903 to 1907 but one increase was granted. This affected only the deckhands and amounted to but \$2.50 per month from the opening of navigation to October 1. This increase took effect in 1905. Even this increase was offset by a similar decrease to firemen, beginning in 1904. This failure to increase wages at a time when the general level of wages throughout the United States was rising may be explained in part by the fact that the wage scale on the boats in 1903 was perhaps a little higher than the average for that class of labor. The balance of bargaining power was in favor of the unions at that time and the element of chance was still a potent

<sup>54</sup> From correspondence concerning this case and its adjustment.

factor in the determination of both wages and profits. By 1907 this chance element had been reduced to a minimum. Except for a slight decline in 1904 when shipments decreased, freight rates remained nearly stationary from 1903 to 1907. In 1907 a small increase in wages, averaging about 5 per cent, was given the unions in exchange for the overtime clause and hence was probably not an increase after all. In other respects than wages, the 1907 contracts were considerably less advantageous to the unions than were the contracts of 1903.

The second hoped-for result — stability of tenure on the boats — was only partially effected under the agreements and can be discussed only in relative and not in absolute terms. To understand the problem involved, a brief restatement of conditions already described is necessary here. In the early days of lake traffic it was customary for the captain to hire men for a trip only and to discharge them upon reaching port. Since a new crew was not secured until the vessel was ready to leave again, it was not expected that a man should remain on the boat for more than one trip at a time. It had become the custom, therefore, for a captain to exact of his men the greatest amount of work with the least expenditure for food and the comforts of life. Moreover the system of hiring and discharging men made a constant day-to-day fluctuation in the demand and supply curve of labor on the Lakes. In every activity of the employee's life irregularity and chance ruled. Since their work kept them away from their families for nine or ten months in the year, unmarried men and young men with whom family or local ties were insufficient to enforce steady habits more often took up this work. This set of conditions in itself attracted to the Lakes a class of irresponsible adventurers. The work which they were required to do, the conditions under which they lived, and the treatment which they received from the men in authority over them, all tended to make them more irresponsible and more unsteady in their habits.

Beginning in the late nineties, some of the larger fleets took steps to remove the causes of unsteadiness of the men on their boats and to make changes which would attract to the Lakes a more desirable class of men. This was a mere beginning and scarcely touched the real problems which have received so much attention since. Under the agreements the efforts of the owners

to make the work which they had to offer more attractive were not pushed with the vigor that the situation merited. Instead, the unions were made responsible for the proper conduct of their members. Under existing circumstances this responsibility was oftentimes too great; with more encouragement and coöperation from the vessel owners, much more could have been accomplished.

The firemen gave most trouble. They were the most irresponsible men on the Lakes. Some of them were habitual deserters and could not be held on any boat for more than a few trips. On the other hand, some boats could not keep the best of firemen more than a few trips at a time. The work required of the men and the treatment which they received made it physically impossible for them to continue in the service of the boat. Irregular habits, the nature of their work, and the associations in port made drunkenness common. This in turn reacted upon the character of the work and their attitude toward their superiors. Local officials of their unions were often professional office holders — some of whom had been firemen while others had been bartenders or had followed some other shore trade. In any case their tenure of office depended upon the suffrage of their constituency. This made them subject to the whims of any group of firemen with influence enough to make them a factor at elections. Furthermore, the general officers of the firemen's union were not always dependable and the demands of their members sometimes influenced them more than did the signed agreements. As a result, violations of agreements by firemen were common. It sometimes happened that a fireman who deserted his boat and was refused pay which was not due him under the agreement appealed to the local agent of the union. That official, either through fear of jeopardizing his job or through sympathy for the deserter, at times called other firemen off the boat, also in violation of the agreement. If appeal was made to the general officers of the union these officials were not always willing or able to discipline the offenders even though the offense was proved to them.

Previous to 1907 but little advance had been made in the direction of greater stability of tenure of the firemen. Indeed to some of them the agreement was an excuse for further excesses than formerly for with the power of the union back of them the fear of discharge or blacklist disappeared. Although

affiliated with the International Longshoremens' Association, the officials of that organization were never able to exercise the control over the firemen that they exercised over their other members. The Lake Seamen's Union had better success with the firemen in 1907 and made considerable progress in disciplining those who violated agreements and in preventing such violations.

Next to the firemen the deckhands gave most trouble to the vessel owners. In addition to their duties as forward deck employees they were used as coal passers. Boats were then so constructed that coal passing was required. This was unusually hard work. The hours of the deckhands were long, often requiring their presence on deck 18 to 36 hours on one shift while in port. In the absence of provision for extra pay for overtime, the length of the working day was left to the discretion of the officers in charge of the boat. While their work was perhaps not as enervating as that of the firemen, the same irregular habits and the same sort of treatment resulted in attracting to the deckhands' work much the same class of men. The same system of election resulted in some instances in the same class of local agents, although this evil was not so common as in the firemen's union because of the presence in the former case of the better judgment of the able seamen.

One notable difference existed between the firemen and the deckhands; the general officers of the seamen's union were always more competent, more responsible and more able and willing to discipline their members who violated agreements. This is due largely to the fact that the seamen's union contained both able seamen and deckhands. Since the latter were always a shifting lot of men, the union was always controlled by the former. Desertions by deckhands continued, in violation of agreements, but they were relatively less frequent than before the operation of the agreements. Violations of contracts by able seamen and cooks were much less common than by firemen and deckhands, though they were not unknown. Both decreased as the agreements continued from year to year.

Any provision for overtime or any statement in the seamen's agreements which interfered in any way with the discretion of the captain and mates in fixing the hours of labor of the deckhands and able seamen was a source of continued complaint by

both parties. Even after the owners took steps to effect a more friendly relationship with the captains the union contract remained in the way of the free exercise of full control over the men by the captains. At times the union men insisted upon a strict observance of the letter of the agreement when an observance of its spirit, but involving a few minutes actual violation, would have saved the boats hours of delay.

Nor were violations of agreements entirely one-sided. Individual captains and engineers persisted in disregarding the terms of the agreements with the men under them until called to account by their employer or the officials of the Lake Carriers' Association; while occasionally a manager of a fleet ran his boats regardless of any contract between the Lake Carriers' Association and his men. For example, on April 24, 1906, the president of the association wrote to a member of the executive committee concerning the labor policy of one of the fleets in the association during the preceding year as follows: "They absolutely paid no attention to our labor contracts, violated them time and again, and kept me in perpetual hot water trying to arrange difficulties, which in almost every case we had not the shadow of an excuse and no ground to defend ourselves." In 1906 when the firemen were causing so much trouble, even the president of the Lake Carriers' Association advised his members to violate the closed union shop contract with the firemen's union by retaining non-union men longer than one trip provided for in the contract.<sup>55</sup>

On the whole, grievances presented to the union officials by the president of the Lake Carriers' Association received prompt attention. Attempts were made to locate offenders and if the offense was proved punishment usually followed. Numerous union agents were removed from office at the request of the president of the association for collusion with the men on the boats in the

<sup>55</sup> In a letter to a fleet manager, dated August 21, 1906, the president of the Lake Carriers' Association said: "I have written to all of our members who have made complaints and who have had to put on non-union men on account of the inability of the Firemen's Union to furnish them, not to discharge them if they give satisfaction, to pay no attention whatever to what the union might or might not say regarding the carrying of non-union men." The agreement provided that in case the union "is unable to furnish sufficient men when called for by the engineer or his representative, he may ship non-union men to fill such shortage for not longer than the ensuing round trip."

violation of agreements. Likewise, grievances presented by union officials were investigated and if substantiated, measures were taken to remove their cause.

From the beginning the agreements declared against strikes for any cause whatsoever. Every agreement contained an arbitration clause but this method of settling disputes was seldom employed. In the few cases in which arbitration was tried a union official, a member of the Lake Carriers' Association — usually an official — and a third man selected by these two constituted the board. The executive committee of the association were usually more adept at wording agreements than were the union delegates and sometimes the agreement did not grant what the union thought it was receiving. If an arbitration of such clauses was requested the association confined evidence to the agreement itself and would not permit verbal statements, however definite or undisputed, to be presented at the hearing. In this manner the arbitrators must make a literal interpretation of the agreement, regardless of the justice of the claims of the union on other grounds. Some owners looked upon the loss of an arbitration board case as a surrender to the union and were willing to suppress pertinent evidence or use any other means to win. One such manager of a fleet, in writing to the president of the Lake Carriers' Association concerning the arbitration of a case in which he was involved said: "We want to win and I don't care how much money it costs us, if by spending money we can win this arbitration."<sup>56</sup>

The unions distrusted arbitration and seldom asked for it. Even before agreements were entered into the Lake Seamen's Union went on record against state or national arbitration.<sup>57</sup> Nevertheless the officials of the union have always shown a disposition to state their grievances to a disinterested third party. This the Lake Carriers' Association has always objected to. Its officials have never agreed to arbitration by outside parties and only once have they even appeared before such a body when arbitration of disputes which could not be settled otherwise has been offered.

<sup>56</sup> In the same letter the manager suggested that he would have a better chance to win if the engineers in his fleet were not permitted to testify at the hearings of the arbitration board.

<sup>57</sup> *Proceedings*, 1902, p. 21.

## CHAPTER V

### OPEN SHOP

Since the vessel owners had never been favorable to trade agreements except as a temporary measure to avoid the uncertainties of dictation by unions, many of them were willing to abolish the agreement system at any time. Others, led by Mr. Coulby, were unwilling to permit any break in the truce with labor which might result in a tie-up of the boats during a time when the steel industry might be injured thereby. In 1904 the making of agreements could not be interfered with because the owners did not have the support of the captains and the mates. With a constantly increasing demand for iron ore in 1905, 1906, and 1907, it was better to continue the agreements than to risk a tie-up of the boats. When it became evident that 1908 would be a dull season, the shippers took advantage of the situation to break up the unions. Having fortified themselves by piling up sufficient reserve ore to last well into the season of 1908 and having fenced the docks to aid in the protection of strike breakers, they had little to fear from the opposition of the unions.<sup>1</sup>

It was expected that if a strike occurred strike breakers could be secured at Atlantic ports to take the places of all men below the licensed officers. No trouble was anticipated from the unorganized captains and mates.<sup>2</sup> More trouble was expected from the strong Marine Engineers' Benevolent Association. For several years the Pittsburg Steamship Company had tried to induce its engineers to sign individual contracts, offering them more money than they received under collective bargaining. One of the results of the uncertainties of the dull season of 1908 was a

<sup>1</sup> On May 1, 1908, the ore on Lake Erie docks amounted to 5,480,300 tons. This compared with 1,976,988 tons in 1907 and with a previous high of less than 4,000,000 tons in 1904. *Marine Review*, May 14, 1908, p. 21. The total reserve of ore on the docks and in furnace yards on May 1, 1908 was approximately 19,000,000 tons. *Ibid.*, May 21, 1908, p. 21.

<sup>2</sup> *Ibid.*, Apr. 23, 1908, p. 20.



meeting of the officials of this company and the engineers in its employ. At this meeting, held April 9, 1908, individual contracts were again tendered and most of them were signed.

In the meantime the owners were holding meetings at the various ports and discussing labor questions. The owners living at Cleveland met on March 26, 1908, and declared for open shop. At the meeting of the Lake Carriers' Association two weeks later, on the afternoon of April 9, Mr. Coulby displayed his engineers' contracts which had been signed that morning and announced his readiness to cease making contracts with the unions and to revert to the policy of open shop.<sup>3</sup> On roll-call all owners of bulk freighters voted for open shop. The only members of the association who did not vote for the motion were the managers of the package freight lines. Their business was not directly affected by the slump in the ore business and they did not wish to incur the enmity of the unions. They were excused from voting.

Previous to this time the unions had asked for the usual conferences with the Lake Carriers' Association but their requests were either ignored or were met with the statement that the association was not yet ready to meet them.<sup>4</sup> When the association voted to establish open shop, April 9, 1908, the announcement was given to the press and such published statement was considered sufficient answer to the unions' requests for conferences. Contrary to the expectations of the association, no strikes oc-

<sup>3</sup> *Marine Review*, Apr. 9, 1908, p. 21. These contracts read as follows:

“Dear Sir: — You are hereby appointed for the season of 1908 Chief Engineer of our Steamer....., at the rate of..... per month on the following terms:

“That the Company reserves the right to dispense with your services at any time for reasons satisfactory to it. That you faithfully abide by and cooperate in carrying out the rules and regulations of the Company in respect to all matters in your department.

“As we have decided upon the policy of open shop, you will be expected to, and by your acceptance hereof, will agree to fully cooperate in this policy and in keeping off from the ship any representatives of other interests than the ship and owner, as far as your department is concerned. Also if the Company decides not to put and keep the Steamer in commission you agree to serve, if requested, as Second Engineer on any Steamer of the Company at which you may be assigned without, however, any reduction in the rate of your salary above stated.” *Proceedings Marine Engineers' Benevolent Association*, 1909, p. 466.

<sup>4</sup> *Ibid.*, 1909, p. 464.

curred during 1908. The unions realized that during a dull season many members would be tempted to desert their organization if necessary in order to secure one of the comparatively few available jobs. The officials accepted open shop temporarily while they renewed their efforts to hold their members together.

The Lake Carriers' Association, on the other hand, started in at once to disrupt the unions. On May 6, 1908, it was voted that no union delegates be allowed to board the vessels at any point.<sup>5</sup> Later union members were discriminated against in seeking employment. Union membership books were first demanded of them and later they were asked to sign declarations that they were not members of any labor organization.<sup>6</sup> About the only way a member of the union could obtain a job was by subterfuge and deceit. Union officials advised their members to sign the

<sup>5</sup> The manager of one fleet ordered his captains as follows: "Keep the delegates off the ship, and if you find any agitators among your crew or any men who are not loyal to you and to the interests which you represent, fire them." *Marine Review*, July 7, 1907, p. 57.

<sup>6</sup> Two kinds of such declarations were used. The first read as follows:

"I declare upon my word of honor that I apply to ship free to act for myself, not belonging to any union, and in case of a strike, sympathetic or otherwise, will remain on board and perform my duties in a proper and satisfactory manner; also I will have no one under me, except as above."

The second declaration, in the form of an oath, was as follows:

"....., being first duly sworn, deposes and says as follows:

"I hereby renounce all allegiance to any and all labor unions, particularly the stewards', seamen's, firemen's, and oilers', and I declare it to be my intention not to join either as long as I follow sailing for a living.

"I am therefore, a non-union man, and if I get a position on a lake vessel, in the event of any strike of any description involving the..... union, I will stay by the ship and faithfully perform my duties as such employee despite such strikes or orders of any unions.

.....

"Subscribed in my presence and sworn before me this.....day of ....., 19....

.....

Notary Public."

Reprinted in report of *Committee on Merchant Marine and Fisheries*, House of Representatives, Feb. 17, 1910, p. 53.

The president of the Lake Carriers' Association denied knowledge of the practice of his shipping masters in requiring these oaths from applicants for jobs and stated that he forced them to discontinue the practice as soon as he learned of it. *Ibid.*, p. 24.

contracts offered by the association, retaining their union membership secretly until a more favorable time to retaliate appeared.

At a meeting of the Ship Masters' Association, Mr. Coulby expressed views on "open shop" and on methods to be employed in enforcing it as follows:

What we are trying to do is simply to get back to the old conditions aboard ship. We don't want any members of the crew to see if it is in the Red Book before they do it. You masters have got to go on the picket line; you've got to win this fight for us. For my own company, I can say that we are going to win if it takes one day, one month, one year or five years. If any man pulls a book of rules on you, he is not an open shop man. Put him on the dock. If any engineer, first, second or third, wheelsman, watchman, mate declines to obey orders, put him on the dock. We will help you fill their places.<sup>7</sup>

At its meeting July 2, 1908, the executive committee of the Lake Carriers' Association empowered the chief counsel "and such other assistance as in his judgment may be found necessary" to proceed to England to investigate the methods of the Shipping Federation of Great Britain in dealing with labor on the boats.<sup>8</sup> At the same meeting some members of the committee suggested a reduction in wages but Mr. Coulby prevented such action. The chief counsel reported to the board of directors on October 28, 1908, concerning the labor policy of the English federation and the question of the adoption of a similar policy on the Lakes was referred to the executive committee with power to act. The plan, to be known as the Welfare Plan, was announced during the winter of 1908-1909.<sup>9</sup>

The essentials of the plan are as follows: 1. Assembly rooms were established at the principal ports for the use of the men who carried the Welfare certificate. A nominal charge of \$1.00 per year was charged to unlicensed men and a higher rate to licensed officers. 2. Certificates were obtained in the following manner:

Any officer or seamen applying for a certificate or recommendation of the Lake Carriers' Association must declare himself willing and pledge himself to discharge his lawful duties towards the ship on which employed,

<sup>7</sup> *Marine Review*, Apr. 16, 1908, p. 24. Other representatives of vessel owners spoke at the same meeting. Some of the masters were asked to speak but all declined.

<sup>8</sup> Ms. proceedings, July 2, 1908.

<sup>9</sup> *Marine Review*, Dec. 10, 1908, p. 22-23.

regardless of membership or affiliation on his own part or that of any other member of the officers and crew with any union or association of any kind; and these certificates once given must be revocable at the discretion of the Association upon such information as it shall have received and requiring that its consideration and decision of the matter shall be exclusive and final.

3. Continuous record discharge books were given holders of these certificates. In addition to an identification description these books contained a continuous service record of the holder, showing the vessels upon which he had worked, the capacity in which he worked, the time of entering and of leaving such service, and the character of the service. Upon accepting a position on the boat the holder of the book deposited the same with the captain. If the character of the service was either good or fair an entry to that effect was made in the book, attested by the captain (or chief engineer in the case of men in his department) and the book was returned to its owner. If the service was, for any reason, not considered either good or fair, the book was sent by the chief officer to the executive office of the Lake Carriers' Association, together with any statement which the officer might see fit to send. 4. In case of death by accident, incident to employment on board ship or in the line of duty to any ship, dependents of employees who carried discharge books were assured the receipt of fixed sums from the Lake Carriers' Association, ranging from \$75.00 for ordinary seamen to \$500.00 for captains.<sup>10</sup>

As in 1908, the engineers, including assistant engineers in the Pittsburg Steamship Company, were required to sign individual contracts in 1909. The Marine Engineers' Benevolent Association again objected to these individual contracts and called a strike against the Lake Carriers' Association.<sup>11</sup> The engineers induced the firemen to join the strike and by May 1, every union

<sup>10</sup> *Annual Report Lake Carriers' Association*, 1908, pp. 11-29. Reprinted in pamphlet form by the association, under the title of *Welfare Plan*.

<sup>11</sup> The Lake Carriers' Association had anticipated this action by the engineers' union. In speaking of the possibility of a strike, at the annual meeting of the association in January, Mr. Coulby had said: "If the M. E. B. A. should come out with a declaration that they are opposed to the open shop policy of the Lake Carriers' Association, which I understand they are now contemplating, I will say to you right now that there won't be an M. E. B. A. man on our ships." *Marine Review*, Jan. 12, 1909, p. 23. The association endorsed Mr. Coulby's statement and adopted it as the policy of the association.

on the boats was on strike. The other unions were opposed especially to the discharge book system which constituted a very effectual blacklist and which provided the discharged employee no appeal from the decision of his superior officer on the boat. Indeed it did not even provide that he should know the reason for his failure to have his book returned to him.

On May 11, 1909, the arbitration boards of New York, Ohio, Indiana, Illinois, Wisconsin, and Michigan met in formal joint conference in Chicago in the hope of effecting a settlement of the strike.<sup>12</sup> Representatives of the union appeared before this conference and stated their side of the case. The officials of the Lake Carriers' Association did not even acknowledge receipt of the formal invitation sent them by this conference of state boards to attend and state their side of the controversy. The conference then adjourned to meet in Detroit on May 20, and another invitation was extended to the Lake Carriers' Association to assist in the settlement of the strike. This invitation was declined, but the president of the association sent to the conference and simultaneously gave to the press a brief statement of the vessel owners' views on the principle of open shop and concluded by saying that such principle cannot be arbitrated.

Having no powers of arbitration nor of enforced attendance at its hearings, the joint conference then appealed to the National Civic Federation for coöperation in getting the parties together. The Lake Carriers' Association did not give up its opposition to such a conference but through the efforts of the president of the National Civic Federation a meeting of "prominent vessel owners," the president of the Federation, and the members of the joint conference of arbitration boards was held at the office of the Pittsburg Steamship Company on June 1, 1909. Mr. Coulby was spokesman for the vessel owners and again refused to arbitrate the principle of open shop. Following this conference all efforts by disinterested parties to settle the strike were discontinued and the Lake Carriers' Association and the unions were left to fight their own battles.

The season of 1908 had been, as anticipated, unusually dull and ore shipments were but 61 per cent as large as in 1907.

<sup>12</sup> A complete record of the efforts to settle the strike appear in the *Bulletin of the New York State Department of Labor* for June, 1909, pp. 132-158.

Many of the men were unemployed throughout the season or were given work but a part of the time. This loss of wages, added to the uncertainties of all obtaining work during 1909 and the threats of the Lake Carriers' Association to drive the members of the Marine Engineers' Benevolent Association from the Lakes if that organization opposed the open shop policy, caused many engineers to withdraw from their union rather than give up their contracts. Enough others were secured from Atlantic ports or elsewhere to start the boats. Likewise, either through newspaper advertisements or more direct methods strike-breakers were procured to take the places of other striking employees. It has been claimed by some of the union leaders that strike-breakers were imported directly from Europe and that they received pay as well as expenses during their journey to the Lakes.

The strike lasted three years but the vessel owners were able to secure enough strike-breakers to keep their boats in commission. Ore traffic was affected but little except in the greater costs due to accidents caused by inexperienced men on the boats. The 1907 shipments were surpassed in both 1909 and 1910. Although the strike was not declared off until 1912 it had a negligible influence after 1910. By the end of that season the unions were completely disrupted.

Since 1908 wages, hours, and the conditions of work on the boats have been determined by the Lake Carriers' Association. Although some adjustments of the grades of men on the boats have been made during this time, involving a few slight changes in wages,<sup>13</sup> the general level of wages has been changed but little until recently.<sup>14</sup> At the meeting of the board of directors on April 21, 1910, it was recognized that if the Lake Carriers' Association was then dealing with the unions, the wages on the boats would undoubtedly be forced up to correspond with the

<sup>13</sup> *Annual Report Lake Carriers' Association*, 1910, p. 19.

<sup>14</sup> The war conditions of the past two years has created an unprecedented demand for iron ore. Lake traffic has enjoyed unusual prosperity and the demand for men has increased accordingly. In 1916 the union leaders began to be active again and threatened a strike against the Welfare Plan of the Lake Carriers' Association. By granting three separate increases in wages during the season, trouble was averted. *Coast Seamen's Journal*, Dec. 20, 1916, p. 2. Again at the opening of the season of 1917 the unions threatened a strike (*Ibid.*, May 2, 1917, p. 1) and again the Lake Carriers' Association responded by granting an increase in wages. *Marine Review*, June, 1917, p. 202.

general increases in wages in other branches of industry.<sup>15</sup> A voluntary increase was discussed and decision was left to the executive committee with the understanding that any increase or adjustment of wages should not exceed 5 per cent of the ship's payroll. Accordingly the following adjustments were made to take effect June 1, 1910:<sup>16</sup>

Men Affected	STEAM-BOATS		
	1907 Scale (last year of agreements)	1910 Scale	
First mates, 1st class steel boats.....	\$125	\$130	
First mates, 2nd class steel boats.....	108	112	
First mates, 1st class wood boats.....	108	112	
First mates, 2nd class wood boats.....	90	94	
Second mates, 1st class steel boats.....	86	90	
Second mates, 2nd class steel boats.....	75	78	
Second mates, 1st class wood boats.....	75	78	
Second mates, 2nd class wood boats.....	60	62.50	
Wheelsmen-watchmen (new classification)....		55	
Deckhands .....	30	31.50	
Chief engineers, 1st class steel boats.....	150 to 175	155 to 175	
Chief engineers, 2nd class steel boats.....	125 to 150	140 to 155	
Chief engineers, 1st class wood boats.....	125	140	
Chief engineers, 2nd class wood boats.....	114	125	
Second engineers, 1st class steel boats.....	100 to 115	110 to 125	
Second engineers, 2nd class steel boats.....	90 to 100	100 to 110	
Second engineers, 1st class wood boats.....	90	100	
Second engineers, 2nd class wood boats.....	84	100	
Third engineers.....	75 to 80	84	
Firemen .....	50	52.50	
Oilers .....	50	52.50	
Water tenders.....	50	52.50	
Chief cooks, 1st class boats	}....Not classified	90	
Chief cooks, 2nd class boats		75 to 86	78
Chief cooks, 3rd class boats			78
Second cooks and helpers.....	34	36	
Porters .....	28	30	
SAIL-BOATS AND CONSORTS			
First mates.....	70 to 75	73	
Cooks .....	50	52.50	
Seamen .....	50	52.50	
Deckhands .....	30	31.50	
Engineers on tow barges.....	70	73	

<sup>15</sup> Ms. proceedings, Apr. 21, 1910.

<sup>16</sup> From data furnished by the secretary of the Lake Carriers' Association.

No other changes in wages were made for eight years after the contract system was discontinued.

Anticipating the passage of a Federal law reducing the hours of marine firemen from twelve to eight per day, the Lake Carriers' Association in 1913 changed their system of working their firemen six hours on and six hours off to three hours on and six off and increased the number of firemen accordingly. At the same time the deckhands were relieved from the work of coal-passing and the firemen were required to pass the coal when necessary. Mechanical changes have been made during recent years which have reduced the amount of coal to be passed. Vessel managers and captains have been instructed by the Lake Carriers' Association to grant their seamen watch and watch "whenever possible." The captain is the sole judge of the existence of such a possibility. The hours of seamen were increased somewhat after the agreements were discontinued, although they are less than they were before the agreements were introduced. Mechanical devices have changed the work of the seamen and have opened the way for greater dispatch so that care is taken to save minutes where formerly hours were wasted. This tends to increase the tension under which the men work at times.

The Lake Carriers' Association has followed three plans in its campaign to acquire stability of tenure on the boats. In the first place the conditions of living have been made much more attractive. Since 1909 the Welfare Committee has been the most active committee of the Association. Continued efforts have been made in the search for improvements which would increase the attractiveness of life on the boats without entailing a loss to the vessel owners. In this work the Pittsburg Steamship Company has taken the lead and has served as the experiment station for the entire association. It has been recognized that such improvements can be introduced and maintained only by education and that such education must begin with those in authority on the boats. As a rule, vessel captains, and especially those who have served on sailing vessels, are opposed to innovations.

Since 1905 the Pittsburg Steamship Company has met its captains in annual sessions and since 1909 has met its engineers at about the same time. Other fleets have since adopted the same plan. At these meetings the various problems connected with the operation of the boats are discussed and changes, mechanical or otherwise, are explained. Committees of captains and others



of engineers have a place in studying the evils to be corrected and in making recommendations. Every proposed change has first been tried out by a few of the boats. If it has been successful here, it gradually finds favor with a majority of the progressive officers. The declared policy of the Pittsburg Steamship Company is that it will not issue an order that a change must become operative until 50 per cent of the captains (or engineers as the case may be) are favorable to it. In time many of the changes introduced by this fleet have been accepted by other vessel owners and managers, and somewhat later have become rules of the Lake Carriers' Association, to be followed by all vessels.

In this manner many improvements have been made in the methods of providing for the physical comforts of the men on the boats. Having educated the captain, it is an even greater task to educate the unlicensed men to take advantage of some of the provisions made for them, such as sanitary toilets and bathing facilities. Much attention has been given also to the quality and preparation of food and some needed improvements have been made here. Changes have been made in the methods of paying the men so that payment of even deckhands and firemen monthly by check is finding increasing favor among vessel owners and managers. Men are encouraged to save their earnings and arrangements have been made with the Cleveland Trust Company by which the Lake Carriers' Association will deposit whatever portion of a man's wages he desires to have entered on a savings' account. Captains have been instructed to use every means to urge their men to take advantage of this opportunity. Such accounts were first opened in May, 1911. The early progress of the plan is shown in the following table, covering three years of its operation: <sup>17</sup>

DEPOSITS OF VESSEL EMPLOYEES WITH CLEVELAND TRUST COMPANY

	Dec. 31, 1911	Dec. 31, 1912	Dec. 31, 1913	July 31, 1914
Total deposits to.....	\$106,149.86	\$331,976.44	\$570,336.37	\$661,694.99
Total withdrawals to..	58,393.84	218,418.89	415,417.33	508,080.69
Net total deposits on..	47,756.02	113,577.55	154,921.04	153,614.30
Accounts opened to....	844	2,443	3,919	4,765
Accounts closed to....	329	1,779	2,945	3,329
Accounts in force on..	515	644	974	1,427

<sup>17</sup> Data for this and the following tables furnished by the secretary of the Lake Carriers' Association.

Club-rooms have gradually been made a little more attractive and night schools for the winter months have been introduced. The club-rooms are maintained from December 1 to March 31 by dues paid to the welfare fund by the members of the welfare plan. The number of such club-rooms and the average daily attendance for the years, from 1909 to 1914, are as follows:

## AVERAGE ATTENDANCE AT CLUB-ROOMS

Year	Licensed men		Unlicensed men	
	Number club-rooms	Average attendance	Number club-rooms	Average attendance
1909-10	4	102	8	322
1910-11	6	201	11	528
1911-12	6	150	11	423
1912-13	7	212	11	390
1913-14	7	255	11	528

During the winter of 1913-14 night schools were maintained as follows, at a total cost of \$823.66, also paid from the contributions to the welfare fund:

## NIGHT SCHOOLS, 1913-1914

Place	Length of term	No. classes	No. enrolled	Total attendance	Average attendance
Buffalo	Jan. 9, 1914, to March 28, 1914	36	135	797	22
Cleveland	Jan. 9, 1914, to March 28, 1914	36	158	843	23
Detroit	Jan. 9, 1914, to March 28, 1914	27	71	468	17
Duluth	Jan. 9, 1914, to March 28, 1914	53	49	730	14
Marine City	Jan. 9, 1914, to March 6, 1914	27	53	376	14

Unlicensed men are urged to prepare themselves for license examinations and schools have been opened for the purpose of furnishing them needed instruction.

In the second place, a great deal of attention has been given to the question of discipline on the boats. Not only are the men in the employ of the members of the Lake Carriers' Association admitted to membership in the welfare plan, but others as well are enrolled upon application so that there is normally a surplus of men from which vacancies on the boats are filled. The number required to man the boats in commission during the three

years from 1911 to 1913, as compared with the number of men registered in the welfare plan is as follows:

Year	Number to man boats	Number registered
1911	8,030	15,106
1912	9,628	18,197
1913	10,476	19,481

During these three years the percentage of men actually employed who were members of the welfare plan was respectively 93.54, 91.69, and 84.91; so that a more exact statement of the information in the above table would read:

Year	No. positions to be filled by members of welfare plan	No. registered to fill these positions
1911	7,510	15,106
1912	8,828	18,197
1913	8,895	19,481

It must be recognized, of course, that there is always more or less shifting of men from the Lakes to other sections of the country and to other occupations. As a partial offset to the movement of the men from the Lakes, there are relatively few changes in licensed officers during a season or even from season to season. Hence during a normal year there is never a very great surplus of licensed men to fill the vacancies that occur in their positions. But of unlicensed men there is nearly always a surplus. For example in the above table, while 1911 was a dull season, both 1912 and 1913 were good years. This continuing surplus of unlicensed men makes possible a selection of the types most suitable to the vessel owners. Preference is always given to young men of sober habits, whose loyalty to their employers reduces to a minimum their activity as union agitators or as trouble makers of any kind. The discharge book gives the officials of the Lake Carriers' Association a continuous record of the character of a man's work and of his attitude toward his employers as reflected in his work. In addition, the individual owners and the association, through various kinds of spy systems, keep in close touch with the activities of the unions and of the men most prominent in them. Hence it is possible at any time to remove men who make trouble, whether in the cause of unionism or otherwise, and replace them with others more loyal to the vessel owners.

Finally, the Lake Carriers' Association has made conscious and persistent efforts to secure for service on the boats different types of men than formerly worked there. As firemen, the former irresponsible floaters have been replaced by southern Europeans, especially Greeks, Poles, Italians, Austrians, and Slavs. These men have been found to be willing workers, temperate in their habits, oftentimes without a home or domestic connections other than those afforded on the boats, and for the most part they are unacquainted with unionism or collective action of any sort. Most of them are frugal in their habits of living, anxious to earn and anxious to save. They are willing to undertake hard tasks for what to them is a high wage and they obey orders, when they understand them, uncomplainingly. It has ceased to be the universal custom on the Lakes to expect firemen to become engineers and these men are in many cases expected to continue to do the work of firing the boilers. Some effort has been made by the Lake Carriers' Association to secure as oilers and handymen graduates of engineering and technical schools from whom engineers are expected to be developed.

A large percentage of the masters and mates live in small towns near the Lakes or in rural districts. During the last few years these men have been expected to bring their deck crews and especially their deckhands with them at fitting out time in the spring. These farmer youths are unacquainted with unionism, have no prejudices against their employers or the employing class, are regular in their habits, and for a time at least are glad to accept without question the change of work and the relatively high wages offered them. Opportunities for advancement are afforded them and the possibility of their becoming licensed officers within a relatively short time holds many of them on the boats in preference to a return to the farm or rural village where the outlook for the future is more narrow. Under the system employed by some fleets, again led by the Pittsburg Steamship Company, which provides that promotions shall be made only from the ranks of employees of that fleet, continuous service on one boat is considered a strong recommendation when promotions are to be made. Southern Europeans are also used as deckhands on some boats.

From statistics compiled by the Lake Carriers' Association, it

appears that this combination of the substitution of southern Europeans and farmer youth for the older types of firemen and deckhands; greater care for and attention to the physical comforts of the men on the boats; encouragements offered for continuous service; and rigid discipline and the dismissal of trouble makers has resulted in greater stability of tenure of unlicensed employees. For example, the experience table for able seamen, including wheelmen, watchmen, firemen, handymen, oilers and stewards, for the years from 1911 to 1913 indicates that these men remain on the boats longer than formerly:

CUMULATIVE PERCENTAGE EXPERIENCE TABLE OF ABLE SEAMEN

Years of experience on lake boats	Percent of total		
	1911	1912	1913
Under 1 year.....		4.59	1.99
1 year or less.....	11.66	10.22	6.22
2 years or less.....	28.33	20.01	13.39
3 years or less.....	43.42	33.91	23.03
4 years or less.....	53.58	45.84	34.76
5 years or less.....	61.77	54.13	44.10
10 years or less.....	81.78	78.79	73.16
Total.....	100.00	100.00	100.00

While this table shows that an increasing percentage of the able seamen remain on the Lakes, it does not prove that an increasing percentage of them remain on one particular boat longer than formerly. However, in view of the other facts previously stated regarding the efforts to increase the stability of tenure of this class of labor, such inference is perhaps permissible. The age table for able seamen indicates the same thing as the experience table:

CUMULATIVE PERCENTAGE AGE TABLE OF ABLE SEAMEN

Years of age	Percent of total		
	1911	1912	1913
20 or less.....	9.48	7.24	5.37
21 or less.....	15.78	13.07	10.15
22 or less.....	23.79	19.75	16.39
23 or less.....	32.90	27.81	23.57
24 or less.....	40.27	35.57	30.73
25 or less.....	46.48	42.07	37.35
30 or less.....	69.50	66.59	63.10
35 or less.....	82.17	80.22	78.91
Total.....	100.00	100.00	100.00

The experience and age tables for ordinary seamen, including deckhands, second cooks, and porters, show a similar progressive increase in the percentage of men who remain on the Lakes, though relatively smaller changes are recorded than in the case of the able seamen. Since the able seamen are recruited from the ordinary seamen, it is to be expected that more changes would occur in the latter class of men than in the former. In considering the experience table of ordinary seamen it should be noted that the year 1911 was a dull year on the Lakes so that the proportion of inexperienced men attracted to the Lakes and employed by the vessel owners would be smaller than in a normal year. Hence the percentage 34.59 is hardly representative of the general trend.

CUMULATIVE PERCENTAGE EXPERIENCE TABLE OF ORDINARY SEAMEN

Years of experience on lake boats	Percent of total		
	1911	1912	1913
Under 1 year.....	34.59	49.93	49.84
1 year or less.....	67.23	66.88	66.02
2 years or less.....	83.12	78.83	75.88
3 years or less.....	90.69	87.03	83.92
4 years or less.....	93.80	91.14	88.95
5 years or less.....	95.46	93.29	91.61
10 years or less.....	98.47	97.71	97.11
Total .....	100.00	100.00	100.00

CUMULATIVE PERCENTAGE AGE TABLE OF ORDINARY SEAMEN

Years of age	Percent of total		
	1911	1912	1913
19 or less.....	23.31	21.30	18.47
20 or less.....	32.46	30.85	28.63
21 or less.....	45.36	42.52	40.92
22 or less.....	56.02	53.48	51.85
23 or less.....	64.22	61.11	59.67
24 or less.....	69.53	67.08	65.63
25 or less.....	73.64	71.87	70.29
30 or less.....	86.12	86.12	85.70
35 or less.....	92.40	92.31	92.55
Total .....	100.00	100.00	100.00

There has been relatively little change in the age of ordinary seamen since the years from 1905 to 1907 when trade agreements were in force, except that the older men are gradually being displaced by the younger. The following age table for ordinary

seamen enrolled in the Lake Seamen's Union during the years from 1905 to 1907 inclusive is compiled from data furnished by the secretary of the union:

CUMULATIVE PERCENTAGE AGE TABLE OF ORDINARY SEAMEN IN THE LAKE SEAMEN'S UNION, 1905-1907

Years of age	Percent of total		
	1905	1906	1907
21 or less.....	41.33	45.69	45.28
25 or less.....	66.84	70.18	69.05
30 or less.....	80.33	82.94	82.73
35 or less.....	88.05	89.18	89.50
Total .....	100.00	100.00	100.00

Since there is no record of total shipments of men per year during the period of trade agreements, it is not possible to state definitely whether or not there has been a gain in the stability of men on individual boats since the agreements were discontinued. Any gain that has been made is relative at best since there is still considerable shifting of men, especially among firemen and deckhands. The following table shows the amount of such changes in each grade of employment on the boats enrolled in the Lake Carriers' Association during the season of 1913:

STABILITY OF TENURE ON LAKE BOATS, 1913

Class of work	Total number shipped	Average per boat	Largest number required on any boat
Deckhands .....	23,415	55	6
Firemen .....	10,891	26	6
Wheelmen and watchmen....	6,074	15	4
Second cooks.....	1,482	4	1
Porters .....	2,473	6	1
Oilers .....	1,788	4	2

This table shows that an average of more than nine changes were made during the season in keeping each job of deckhand filled;<sup>18</sup> that an average of more than four changes were made in keeping each job of fireman filled, in spite of the extensive use of southern Europeans in this work and in spite of the fact that during the season the hours of firemen were reduced from twelve to eight per day: and so on.

<sup>18</sup> In reality the average was even larger; for not all of the boats used six deckhands at any one time. The same is true of the other averages quoted in this table.

From the foregoing it appears that even though considerable progress has been made, the goal of the Lake Carriers' Association in its dealings with labor has not yet been reached.

While it is undoubtedly true that the threats of the union leaders to call a strike against the Welfare Plan in 1916 and again in 1917 helped the members of the Lake Carriers' Association to decide upon increases in the wages of their employees during these two seasons, there is little evidence to indicate that the unions are strong enough to overthrow the labor policy of the association at the present time. Indeed, with the vessel owners and the employees organized as they are at present, it is hard to foresee the time when union recognition and trade agreements will again be granted by the Lake Carriers' Association. Dominated as it is by the desires of interests whose policy in dealing with labor in all the varied industries from mine to finished product is to refuse to deal with labor in its collective capacity, the Lake Carriers' Association may be expected to continue to shape its labor policy to conform to that of the dominating interests. And unless the various unions whose members man lake vessels develop strength not yet apparent, the association may be expected to continue to be successful in maintaining non-union control of labor engaged in lake traffic.

In the absence of trade agreements, there are apparently three ways in which progress may be made in the direction of improvement of labor conditions on the boats: First, the threat of the return of union control through the maintenance of strong unions; second, welfare work initiated and furthered by the vessel owners; and third, legislation.

Unquestionably the maintenance of strong unions is in itself a source of power to their members, even though such unions do not receive recognition. But where labor organizations are frowned upon by employers it is no easy task to keep men in the union, especially in an industry where there is normally a considerable surplus of labor from which the employers may draw workers to take the places of those found to be undesirable for any reason by their superior officers on the boats. It is only in the unusual, rush seasons, when the demand for labor increases so rapidly that all available workers are employed at full time, leaving no surplus and providing no new source of supply, that



the threats of the partially representative unions become effective. For eight years after trade agreements were discontinued on the Lakes, the demands and the threats of the unions were successfully ignored by the Lake Carriers' Association. It was not until the unprecedented demand for labor to help move the ore required in war times had depleted the surplus of unemployed men seeking employment on the boats that the association saw fit to give heed to the threats of the union leaders. And even now there is no assurance that labor will retain the wage gains of these two seasons or any part of them after the existing period of labor shortage has passed.

Though the Lake Carriers' Association persistently refuses to deal with the representatives of organized labor, the vessel owners have not closed their eyes to the necessity for giving attention to the comfort and well-being of their employees. Both as individuals and as an association they have made improvements in the living conditions of the men on the boats. Measured by the conditions which ante-dated the agreements, the welfare committee of the Lake Carriers' Association and many of the individual owners have done much constructive work in making life on the boats more attractive. Of course all expenditures that have been made in the name of welfare work have paid satisfactory returns to the vessel owners and it may fairly be assumed that profits will not be sacrificed in whatever extension is made in welfare work in the future.

Several laws have been passed which affect directly the work of men employed upon lake boats. These laws, in so far as they define the conditions of labor which must be observed upon the lake boats, constitute, of course, a substitute for trade agreements. But it can hardly be expected that the laborers on lake vessels will ever attain sufficient political importance to induce Congress to consider all of their grievances. Furthermore, many of these grievances are not peculiar to lake traffic but are common to other industries as well. The experience of the unions on the lake boats in their defeat by the Lake Carriers' Association is but one of the many instances where the unaided forces of organized labor have proved impotent before the onslaughts of organized capital. It would seem that if labor is to regain its bargaining power in such industries, it must enlist the support

of outside forces, possibly the government through legislation, which will strengthen unionism in its struggles with organized capital.<sup>19</sup> To accomplish this end means a closer unity of labor interests than obtains at present and a comprehensive program of legislation which has not yet been effectively worked out.

<sup>19</sup> Since these lines were written a press announcement indicates that the Federal government has become a party to the labor contract on the lake boats. The *Chicago Tribune* of November 1 contains the following statement:

Seamen on the Great Lakes will rejoice today to learn that by agreement the so-called discharge book . . . is to be abolished. In its place will spring up a discharge certificate system, operated under government supervision, which will guard against incompetency.

The announcement comes at the close of an investigation, started early in the fall when a far reaching strike on the Great Lakes was imminent.

The *Tribune* statement quotes the decision of the shipping board as follows:

The shipping board has received the report of the investigation into the Welfare Plan and discharge book of the Lake Carriers' Association in operation on the Great Lakes and the matter of overtime work and pay. Upon all the evidence received this board has decided that the discharge book is undesirable and should be abolished.

The matter of overtime work and pay is under further consideration. The board desires if possible to work out and put into effect a plan for taking up and promptly adjusting any grievances as they may arise.

## APPENDIX A

### NOTE

The three appendices constitute three short studies of wage bargaining in industries very closely related to the operation of vessels owned by the members of the Lake Carriers' Association. All three studies were made while the writer was in the employ of the United States Commission on Industrial Relations and none of them have been carried beyond the season of 1914.

### WAGE BARGAINING ON LAKE ERIE DOCKS

The first bulk ore brought down the Lakes was shoveled from the hold of the vessel to an intermediate staging and from there to the deck.<sup>1</sup> It was then conveyed in wheelbarrows over a bridge to the dock. The first improvement upon this method of handling the ore was the use of a whiskey barrel sawed in two, with knotted ropes passed through eye holes on each side. This formed a bucket into which the ore was shoveled. A block and fall fastened to one of the spars of the vessel and a horse at the end of the rope was the machine that hoisted the bucket of ore from the hold to the deck. The wheelbarrows were still used to transport the ore to the dock.<sup>2</sup>

In 1867 a dock engine replaced the horse after its superiority had been demonstrated beyond question to the skeptical vessel captains.<sup>3</sup> The next decade brought the swinging crane to convey the buckets of ore directly from the deck of the vessel to the dock or cars.<sup>4</sup> In the following decade the Brown hoisting and conveying machine came into general use. It did away with the necessity for wheeling the ore or swinging it by cranes, but it made very little change in the method of handling it in the hold

<sup>1</sup> *Marine Review*, June 15, 1905, p. 21.

<sup>2</sup> *Marine Record*, Nov. 10, 1898, p. 9.

<sup>3</sup> *Marine Review*, Dec. 1, 1904, p. 18.

<sup>4</sup> *Ibid.*, Sept. 20, 1906, p. 31.

of the vessel since the Brown buckets had but one ton capacity and were filled by the ore shovelers.<sup>5</sup>

In 1901 the first clam-shell grab bucket was erected. This had a capacity of ten tons and was expected to remove 90 per cent of the ore without the aid of shovelers.<sup>6</sup> By improving upon the principle of the grab bucket and by changing the construction of the boats so as to bring the maximum amount of ore within the reach of these automatic unloaders, it is now possible to remove 97 per cent of the vessel's cargo without the aid of shovelers. Modern grab buckets have a reach of twenty-one feet and a capacity of twenty tons.

It has been a common saying on the ore docks that no device for unloading ore has ever been permitted to wear out. It has always been replaced by more modern machinery before it reached that stage. Each new invention reduced the cost of handling the ore. Even the change from the shovel-bucket-wheelbarrow method to the Brown hoist reduced the cost from \$.50 per ton to \$.18 per ton.<sup>7</sup> Modifications followed each other so closely that dock managers protested against too frequent changes which would give one manager an advantage over his rivals.<sup>8</sup> Another result of the effects of such competition was the formation of price agreements or understanding almost as soon as ore handling became a large enterprise on the Lakes.

By the early nineties the ore and coal handlers had organized unions and had begun to try to dictate terms of employment to the dock managers in much the same manner as the seamen tried to dictate terms to the vessel owners. Gradually these unions joined the International Longshoremen's Association until by 1899 almost every man working on the Lake Erie docks was a member of that organization. The dock managers fought the unions up to this time, but the boom in lake traffic and especially in ore shipments created such a demand for men in this and the following year as to give the unions an advantage over their employers. The unions used this advantage and called frequent strikes for advances in wages. Recognizing the existence of price agreements, the unions played one port against another and ef-

<sup>5</sup> The first Brown hoists were used in 1881. *Marine Review*, May 14, 1903, p. 26.

<sup>6</sup> *Marine Record*, Nov. 29, 1900, p. 11.

<sup>7</sup> *Marine Review*, May 14, 1908, p. 13.

<sup>8</sup> *Ibid.*, Sept. 20, 1906, p. 30.

fect general increases by taking advantage of local conditions.<sup>9</sup> There was always uncertainty about the wages necessary to obtain sufficient men and even about the ability to obtain men at any wage during busy seasons.

Ore handling was difficult work, involving long hours. It was also casual work since the boats arrived at the docks irregularly. The hard work, long hours and irregularity of work attracted a shifting class of laborers among whom drunkenness was common. The predominance of unskilled laborers placed the control of the unions in the hands of irresponsible men. Only the minority of skilled men, the hoisters and engineers, were permanent workers and even these were held at their machines by the bonus system for regular work.

In order to systemize their work and if possible to place responsibility for the regular attendance of their men when they were needed, the dock managers granted the request of the union for trade agreements in March, 1900.<sup>10</sup> The employers had no permanent organization but met each year as individuals to fix prices, discuss labor questions, legislation, and any other matters of common interest. Each man financed his own trip to the annual meeting at Cleveland and the association had no treasury. Agreements were signed by all who expected to abide by their terms and violations by managers were expected to be punished by the union. In the same manner the union was expected to force any hesitant manager to sign the agreement which had been accepted by his competitors.

The agreements signed in March, 1900, granted to the International Longshoremen's Association closed union shop to govern the unloading of ore for the season. Although the conference was brought about by the general officers, representatives of the local unions were present. Some of the locals objected to any conference with the employers, as a display of weakness, and desired to continue the system of taking advantage of the employers whenever a favorable opportunity was offered. The main issues covered in the agreement were as follows:<sup>11</sup> For the first time the hours of ore unloaders were fixed for the season. Previous to this time the working day for the rush season was the

<sup>9</sup> *Marine Record*, Jan. 27, 1898, p. 5.

<sup>10</sup> *Ibid.*, Mar. 15, 1900, p. 6.

<sup>11</sup> From copy of agreement.

limit of the physical endurance of the men and sometimes reached as high as forty-two hours at one shift. Under the agreement, hours were fixed at twelve per day with arrangement for a limited amount of overtime when necessary. There was to be no work on specified holidays or on Sundays unless the vessel was in a wrecked condition. Wages were fixed in the agreement according to the class of work. Both time rates and piece rates were used. The selection of gangs to unload the boats was to be by rotation, to avoid the practice of favoritism which had prevailed formerly. Gang bosses were to be members of the union to be selected jointly by the dock superintendent and the men interested. Hoisters and engineers were given a monthly wage. Intoxication or the bringing of liquor to the docks was prohibited. All grievances were to be settled by arbitration, with no cessations of work in the meantime.

During 1900 and 1901 two agreements were made for each year; one to cover the regular navigation season, May 1 to December 1, and the other to cover the winter season from December 1 to May 1. Beginning in 1902 agreements to cover both seasons were granted annually until 1906. Winter hours during 1900 and 1901 were ten per day. In 1902 the hours for the navigation season were reduced to eleven,<sup>12</sup> while the winter hours remained at ten. Slight increases in wages were granted from time to time and minor changes were made in the agreements. Although occasional unauthorized strikes were called by local unions, the general officers succeeded in making conditions of work on the docks much more stable than formerly and much more satisfactory to the dock managers.

In 1906 no real differences existed between the dock managers and the union and it was not anticipated that any trouble would be had in reaching an agreement. Then the union refused the dock managers a conference pending its attempt to force the Lake Carriers' Association to recognize the union of mates.<sup>13</sup> This involved a general nine days' strike when the agreement for the winter of 1905-1906 expired on April 30, 1906. On May

<sup>12</sup> This was the first season in the half century that ore handlers had been employed that their regular hours of work were less than twelve per day. The reduction affected about 20,000 men. *Marine Record*, Apr. 3, 1902, p. 7.

<sup>13</sup> *Cf. supra*, p. 73.

9, 1906, the strike was declared off and two days later an agreement was reached. At the request of the dock managers its term was extended from one to two years. The only material change from the former agreement was a further reduction of the day to ten hours.<sup>14</sup>

Although the first automatic grab bucket was constructed in 1901, it took considerable time for a complete change to be made on all the docks. Whenever such an unloader was installed a large number of ore shovelers were thrown out of employment in spite of the rapidly increasing receipts of ore at the Lake Erie docks. At the same time the demand for skilled workers, men capable of operating the machines, increased. By 1908 the total number of men employed on the docks had been gradually reduced and the character of the work of unloading the ore had changed from hand work to machine work. A few shovelers were still used to clean up the 3 to 5 per cent of the ore which the automatic grab buckets could not reach unaided; but the number required for this work was but a fraction of the number formerly required to fill the buckets under the old system of unloading the vessels. At the same time the men accustomed to shovel the ore were not usually the kind of men required to operate machinery.

The loss of union strength was directly proportional to the construction of automatic unloaders and was especially rapid in 1906 and 1907. Nevertheless the union expected a renewal of the two year agreement signed in 1906 and early in 1908 asked for a conference with the dock managers. Letters to that effect were either ignored or were answered evasively until open shop was declared by the Lake Carriers' Association on April 9, 1908.<sup>15</sup> Within a few days the dock managers also declared open shop and refused to discuss the subject with the union officials. The declaration read as follows:<sup>16</sup>

The experience of the dock managers and dock superintendents for the past few years has demonstrated the necessity of operating the docks on the open shop principle in order to give them the proper control of their docks,

<sup>14</sup> The union waived a demand for an increase in wages in order to secure the ten hour day. *Marine Review*, May 17, 1906, p. 22.

<sup>15</sup> Ms. records of International Longshoremen's Association, *passim*.

<sup>16</sup> *Marine Review*, Apr. 23, 1908, pp. 20-21.

which is required for the equal good of the owners, their employes, the vessel interests and all concerned; therefore, be it

Resolved, First that the dock managers of Lake Erie do now declare that the open shop principle be adopted, and adhered to on our docks.

Second, that the dock managers stand for the open shop principle.

Third, that it is the intent of the dock managers to pay a fair and just rate of wages, to insist on such rules and regulations as shall conduce to the well being of their employes and shall enforce a system of discipline requiring faithful and diligent performance of duty.

Fourth, and at this meeting, representing all the docks on Lake Erie, it is voted to adhere to and observe this action.

The relationship between the vessel owners and the dock managers is a very intimate one so that the same motives actuated both in their labor policies. For example, a prominent corporation in Cleveland styles itself a selling agency. It buys ore from mines, manages boats and docks, and sells ore to furnaces. Its members are stockholders in every process of iron and steel production and in every transportation agency from the mining of the ore to the selling of the finished product. Hence it was natural that a man who believed in non-unionism as a vessel owner would also believe in non-unionism as a dock manager.

The dock managers continued the same wages and conditions of work as under the agreements. Upon a referendum vote the union decided not to strike against the declaration of open shop, but to await a more favorable opportunity to protest against this action of the dock managers. In some cases at least the employers forced the union members to sign individual contracts declaring their withdrawal from their organization.<sup>17</sup> Also by refusing to receive boats at certain docks until the union members had surrendered their charters, the employers succeeded in driving all local unions from the docks.<sup>18</sup> The enrollment of 4,500 members on the ore and coal docks in 1907 was reduced to the negligible number of less than 300 in 1908, while 25 of the 30 locals had surrendered their charters by the later date. The others had a nominal existence for a short time longer.

Since the breakup of the agreements, the dock managers have adopted the system followed by some of the vessel owners of filling positions by promotion from their own employes whenever possible. In this manner they hope to encourage faithful-

<sup>17</sup> *Proceedings International Longshoremen's Association*, 1908, p. 17.

<sup>18</sup> The fencing of the docks aided materially also. Cf. *supra*, p. 76.



ness in service and loyalty to employers. More rigid rules of discipline have been introduced and efforts have been made to secure a more desirable class of men. Since the agreements have been discontinued the shovelers have been mostly southern Europeans while young Americans were secured wherever possible to operate the machines.

## APPENDIX B

### GRAIN HANDLERS' AGREEMENTS

As soon as the rich farm lands along the shores of Lake Erie began to produce a surplus of grain, shipments by lake to Buffalo and thence to the eastern markets began. Somewhat later, 1831, the first grain shipments from Lake Michigan, consisting of a few bags of wheat, were received at Buffalo.<sup>19</sup> By 1840 the grain trade at Buffalo had become established. Upon arrival at Buffalo the grain was carried up ladders on the backs of the grain handlers or was hoisted to the deck in barrels and carried in baskets to the warehouses, or to the floating warehouses used to transport grain from the lake vessels to the canal boats.<sup>20</sup> A horse power elevator had been tried without success and the warehouse operators continued to believe "Irishmen's backs are the cheapest elevators." In this manner about 2,000 bushels could be taken from a boat in one day. The grain was weighed in a fifteen bushel hopper suspended from a steel-yard beam placed over the hatch.<sup>21</sup>

The rapidly increasing receipts of grain gave greater impetus to efforts to perfect a power elevator and in 1842 the first successful elevator was constructed. It applied steam power to an endless belt set with two-quart buckets twenty-eight inches apart.<sup>22</sup> This elevator had but one leg and had a capacity of 55,000 bushels daily. Three years later a second leg was added and the capacity was doubled. The grain handlers were still needed to place the grain within reach of the elevator legs. In the sixties the steam shovel came into use.<sup>23</sup> This supplemented the work of the elevator legs and took the place of a part of the shovelers. With the continually increasing shipments of grain, the receipts

<sup>19</sup> *Marine Review*, Feb. 22, 1906, p. 15.

<sup>20</sup> *Ibid.*, June 20, 1907, p. 21.

<sup>21</sup> *Ibid.*, May 30, 1907, p. 25.

<sup>22</sup> *Ibid.*, May 30, 1907, p. 22.

<sup>23</sup> *Marine Record*, July 27, 1899, p. 7.

having exceeded 50,000,000 bushels in 1866, the number of grain handlers remained about the same since they were needed to clean up and to help the steam shovels. Since the introduction of the steam shovels, but little change has been made in the methods of handling grain at Buffalo. Suction elevators have been tried without success. Relatively, but little change has been made in the number of grain handlers required.

The amount paid by the vessel owner for unloading the grain has always been a piece price. In 1865 it was \$4.00 per thousand bushels for sail-boats and \$4.50 for steam-boats.<sup>24</sup> Of this amount one-half was paid to the owners of the steam shovels and the remainder was paid to the grain handlers. Shoveling grain is, of course, one of the simplest of occupations and requires a minimum of skill. Since the arrival of boats was irregular, steady work was out of the question. On any particular day all elevators might have vessels to unload and hence have a demand for shovelers; or none of them might need shovelers for days at a time.

Wages were relatively high for the time worked. The men who followed the work of grain shoveling were a shifting mixture of old men, tramps, saloon loafers who were driven to a day's work occasionally, and men who tried to make enough at the work to keep themselves and their families. While waiting for the arrival of expected boats or during an off day the meeting places of these men were the numerous saloons which studded the docks. An elevator operator who needed men soon acquired the habit of sending to these saloons for them.

From this set of circumstances developed the saloon-boss system of control over the grain handlers.<sup>25</sup> Each elevator operator came to patronize one particular saloon because he could depend upon its keeper to furnish needed men. The saloon keeper next assumed the responsibility of supplying the men at a price agreed upon by himself and the elevator operator. The saloon keeper then paid the shovelers at his saloon. This gave him several sources of profit: First he received a neat commission from the elevator operator for furnishing the men: second, a considerable portion of the wages paid out by him were turned back in payment for drink; third, many of the men were floating laborers and were

<sup>24</sup> *Marine Record*, July 27, 1899, p. 8.

<sup>25</sup> *Ibid.*, May 11, 1899, p. 7.

forced to live in boarding-houses in which the saloon bosses had an interest; finally, since each saloon keeper was a ward politician, the number of votes which he could thus control netted him an additional annual profit.<sup>26</sup>

From every point of view it was advantageous for the saloon boss to have at his command the largest possible number of men, regardless of the needs of the grain shoveling business. Having such a surplus of men at all times it was very easy to exercise discrimination in giving out work, paying particular attention to the amount of money spent with the saloon for drink and to the degree of subservience in politics. In many cases the men were forced to spend a fixed minimum of their wages in the saloon or were given beer checks as a part of their pay. While the wages paid to the gang were supposed to be divided among the members of the gang, dummies were often carried on the payrolls and the saloon boss pocketed the wages.

In 1882 the patent on the steam shovels expired and a reduction of \$.50 per thousand bushels was made in the price paid to the owners of the shovels.<sup>27</sup> The amount paid to the saloon bosses continued to be \$2.00 per thousand bushels for grain unloaded from sail-boats and \$2.25 for steam-boats until 1895. The advantages accruing to the saloon bosses soon became so great that the rivalry among the various gangs resulted in rebates to the vessel owners in return for sending the vessel to the elevators where such gangs worked. Rebates were as high as \$.50 per thousand bushels and were deducted from the wages of the shovelers.

In 1894 a disagreement arose between the vessel owners and the elevator operators and the rate paid to the owners of steam shovels was cut \$.25 per thousand bushels, the rate to the shovelers to remain as before. The saloon boss system was expensive to the vessel owners in spite of the occasional rebates. Delays were sometimes suffered because of the lack of responsibility in handling the men. Furthermore, a higher charge was made for unloading wet grain and in the absence of responsible parties in charge of the work the vessel owners were often made to pay extortionate rates on mere claim of wet grain or have their boats tied up. Hence in 1895 when one saloon boss conceived the idea

<sup>26</sup> *Marine Review*, Apr. 11, 1895, p. 7; *Marine Record*, July 27, 1899, p. 7.

<sup>27</sup> *Ibid.*, July 27, 1899, p. 7.

of driving out his competitors by taking the contract for all grain shoveling at Buffalo, the vessel owners accepted the chance to centre responsibility and the Lake Carriers' Association granted a year's contract at \$3.50 per thousand bushels regardless of the condition of the grain.<sup>28</sup> It was understood that of this amount, \$1.50 would be paid to the owners of the steam shovels, \$1.85 to the shovelers, and \$.15 to the contractor. Since this contract abolished the rebate system, the reduction in the amount paid to the grain handlers was more apparent than real.

This contract was more satisfactory to the vessel owners than the previous system of numerous saloon bosses. It was hoped that it would also correct the abuses suffered by the men. The contractor agreed to employ the same men who had been at work in the various gangs; to pay them weekly at his office or, if they were at work when the pay was due, at the elevator where they were at work and not in any saloon or other place where beer or liquor was sold; and to pay the full amount earned by the men without any deduction for any bill owed by them.<sup>29</sup> Nevertheless a large surplus of men was carried and politics and saloon patronage still played a large part in the selection of men.

In 1896 the contract was renewed at the same price. The grain scoopers' union had asked the Lake Carriers' Association to grant the union the contract directly but the request was refused. In 1897 the price was reduced to \$3.35 per thousand bushels, the reduction to fall upon the owners of the steam shovels. In 1898 a further reduction to \$3.10 per thousand bushels was made to fall partly upon the owners of the steam shovels, making their rate \$1.20 per thousand bushels, while the contractor was to receive but \$.05 instead of the customary \$.15. This later reduction was accepted because of the efforts being made by the other contractors to secure this contract.

In 1899 the grain unloading contract was granted to a new man at the same price paid to the former contractor in 1898 in order to show all contractors that there was no favoritism and hence to encourage future competition on a more advantageous basis to the vessel owners.<sup>30</sup> It was understood that of the \$3.10 paid to the contractor, the steam shovel owners would receive

<sup>28</sup> *Annual Report Lake Carriers' Association*, 1896, p. 5.

<sup>29</sup> *Marine Review*, Apr. 11, 1895, p. 7.

<sup>30</sup> *Marine Record*, May 18, 1899, p. 7.

\$1.20, the shovelers \$1.85, and the contractor \$.05. Instead of following out this program the contractor immediately reduced the wages of his men to \$.25 per hour while working. He continued to pay the steam shovel owners \$1.20 per thousand bushels and retained the remainder of the \$3.10, amounting to about \$.77 per thousand bushels, for himself.

The enormous cut in wages caused the grain shovelers to strike. There had been a union in the trade for a number of years, but it had had but little influence upon wages. The officials of the union and of the parent union, the International Longshoremen's Association, held a conference with the grain committee of the Lake Carriers' Association and again asked that the contract be granted to the union. The union offered to furnish bond to the Lake Carriers' Association to insure faithful performance of their contract, in return for a closed union shop agreement. All differences were to be submitted to a board of arbitration to consist of one employer, one representative of the union, and a third member to be selected by these two. The paymaster was to be "absolutely disassociated from either saloon or political influence."<sup>31</sup> In view of the growing strength of the other unions on the Lakes at this time, and the unpreparedness of the Lake Carriers' Association to deal with these by contract, it was thought best not to set a precedent by signing an agreement with the grain shovelers. The new contractor was upheld and was given enough more than the contract price to permit him to make a satisfactory agreement with the shovelers.

On May 22, 1899, the contractor made his agreement with the union, granting closed union shop and fixing the scale for the season. In 1900 the Lake Carriers' Association abolished the contract system and hired a superintendent instead. Through this superintendent the association made an agreement with the scoopers union for the season of 1900.<sup>32</sup> Again the agreement called for closed union shop conditions and fixed the wages at \$2.00 per thousand bushels unloaded on regular time, \$3.00 per thousand bushels unloaded after 10 P. M. on Saturday night and on Sunday, and \$.20 per hour for handling wet grain.<sup>33</sup> No

<sup>31</sup> *Proceedings International Longshoremen's Association*, 1899, p. 10.

<sup>32</sup> *Ibid.*, 1900, p. 13.

<sup>33</sup> Under these rates the highest amount received by one scooper during the year was \$479. *Marine Record*, Jan. 17, 1901, p. 19.

saloon or political influence was to be used either in the selection or the payment of the men.

The boss scooper at each elevator was to be appointed by the president of the union and the Lake Carriers' Association superintendent, or in the event of their disagreement, by the president of the International Longshoremen's Association. Men could be discharged only for cause, the existence of such cause to be determined by the president of the international union.<sup>34</sup> Trouble soon arose over the selection of boss scoopers since the president of the local union contended that the superintendent must make his selection from a list submitted by the president of the union. Upon appeal to the president of the international union, it was decided that the boss scoopers must also be known to the superintendent. Other matters referred to the international president received prompt and satisfactory attention.

Yearly agreements were signed until 1906 when a two-year agreement was granted at the request of the Lake Carriers' Association.<sup>35</sup> No changes were made meantime in the principles of the 1900 agreement. Small adjustments were made in wages in 1903 and the changes were continued until the close of the season of 1907. Grievances were generally settled with little delay by the Lake Carriers' superintendent and the president of the international union.

Although having no grievances against the grain scoopers' union in 1908, the year of the declaration of open shop on the boats, the Lake Carriers' Association refused to renew the 1906 agreement. This refusal was made for the sake of consistency. The grain superintendent was retained and he continued the same wages and conditions as during the period of the agreement. In 1911, at the request of the union, an agreement was signed by the grain superintendent, granting a small increase in wages. The union was given a preferential union shop agreement which is not different in its operation from the former closed union shop agreement. Such agreements have been continued since 1911 and although the Lake Carriers' Association superintendent signs them as an individual, the association assumes the responsibility for the faithful observance of their terms.

<sup>34</sup> From copy of agreement.

<sup>35</sup> *Marine Review*, June 7, 1906, p. 38.

## APPENDIX C

### WAGE BARGAINING IN THE LUMBER CARRYING INDUSTRY

In the early days of lumber-carrying sailing vessels on the Lakes, the sailors loaded and unloaded their boats, assisted at times by workmen on shore. Gradually this work became a separate occupation and a class of longshoremen or lumber shovers followed it as a trade. The first union of these men was formed in Chicago in 1877.<sup>36</sup> A little later other locals were formed at the other important lumber shipping and receiving ports. These unions continued an independent existence until 1892, though following 1885 they assisted each other through sympathetic strikes. In fact an understanding which amounted almost to a national organization existed for the six years previous to the formation of the national union.<sup>37</sup>

At this time the lumber dealers owned no boats and there was direct antagonism of interest between the men who owned the lumber and those who carried it. This resulted in the formation of two associations of employers in each port; one of lumber dealers and the other of lumber carriers. Neither wished to deal with the lumber loaders and unloaders. The lumber carriers' associations were formed to regulate freight rates and the dealers' associations to regulate both freight rates and prices. The carriers always tried to induce the dealers to load and unload the cargoes and sometimes succeeded, but more often failed.<sup>38</sup> In case the dealers loaded and unloaded the cargoes, yard men were used. This involved the dealers in jurisdictional troubles with the lumber shovers who claimed the right to do

<sup>36</sup> From original seal of the union. Its name was Chicago Lumber Vessel Unloaders' Union.

<sup>37</sup> Ms. minutes of Lake Seamen's Union, *passim*.

<sup>38</sup> *Marine Review*, Feb. 12, 1891, p. 6.



such work. Except when more advantageous rates could not be obtained by agreeing to handle the cargoes, the dealers considered this work a part of lumber carrying.

From 1885 to 1892 the local associations of lumber carriers made agreements with local unions of lumber shovers and after 1892, with the International Longshoremen's Association.<sup>39</sup> During this time the relations of the Lake Seamen's Union to the lumber carriers were but little different from the relations existing between the seamen and the Cleveland Vessel Owners' Association<sup>40</sup> except that the lumber carriers never waged a war of extermination upon the seamen's union. United resistance was made to union demands but the lumber carrying business was relatively small and owners of lumber boats reaped the benefits from the union war conducted by the owners of the ore carrying boats. In 1891, before the Cleveland Vessel Owners' Association began its third campaign against the Lake Seamen's Union, and while the union was gaining strength very rapidly, the Lake Michigan Vessel Owners' Association, which at that time contained a representative membership of lumber vessel owners, proposed an agreement to the Lake Seamen's Union, with a sliding scale to be based upon the changes in freight rates. The association offered a closed union shop agreement and suggested a permanent grievance committee to hear and decide upon grievances submitted to it.<sup>41</sup>

The union members were suspicious of all friendly offers from employers and refused to grant the agreement. In 1894, however, the union did make an agreement with the Vessel Owners and Masters' Association, composed of nearly the same men as the Lake Michigan Vessel Owners' Association.<sup>42</sup> At this time the lumber carriers were fighting the lumber dealers for an advance in freight rates and needed the assistance of the union. The wages agreed upon were based upon a sliding scale of freight rates so that every increase of rates amounting to \$.25 per thousand feet of lumber called for an increase of \$.25 per day in the wages of seamen. At one time during the season the

<sup>39</sup> *Proceedings International Longshoremen's Association, passim.*

<sup>40</sup> *Cf. supra*, p. 16.

<sup>41</sup> *Marine Review*, Feb. 19, 1891, p. 6. Also ms. minutes and correspondence of Lake Seamen's Union.

<sup>42</sup> Ms. minutes of Lake Seamen's Union.

owners failed to receive an anticipated increase in rates and asked the union to tie up all boats until the advance was granted. This the union assented to and the advance was granted. Hence the agreement served the purpose of the vessel owners during that season but they refused to renew it for the following season. The following season was dull and in addition the union was too weak to offer much resistance to the owners.

No other attempts at agreement with the seamen were made until 1898. When the Cleveland Vessel Owners' Association and the Lake Carriers' Association amalgamated in 1892 some of the lumber carriers joined the new Lake Carriers' Association and an increasing number gradually came in thereafter. The lumber vessel owners never received much attention in the Lake Carriers' Association, however. In the first place they were never numerous enough to have a large vote and in the second place the lumber vessels were always smaller than the ore carriers and hence their owners were not greatly interested in deepening channels and widening locks. They rather depended upon enjoying the benefits secured by the ore carriers and increased the size of their own vessels only as they secured larger cast-offs from the ore carriers. Finally, the lumber carriers were always most interested in trying to regulate freights, an activity in which the ore carriers were never successful. Occasionally a committee of the Lake Carriers' Association was appointed to consider the troubles of the lumber carriers but never gave them much relief.

This inattention to their interests resulted in a temporary withdrawal of many of the lumber carriers from the Lake Carriers' Association and in February, 1898, they formed the Lumber Carriers' Association at Detroit and established a scale of freight rates for the season.<sup>43</sup> This association was opposed by the Lumber Dealers' Association and by other dealers who as individuals had by this time acquired considerable lumber carrying tonnage. In order to secure support in enforcing its freight scale, overtures were made by the Lumber Carriers' Association to the International Longshoremen's Association. An offer was made to the union to grant a closed union shop agreement on condition that the union would discriminate against non-members

<sup>43</sup> *Marine Record*, Feb. 17, 1898, p. 9.

of the association and thus force outsiders to join it.<sup>44</sup> For the two years previous to this time the union had fined boats loaded by non-union men but unloaded by union men, so that the proposal of the Lumber Carriers Association was looked upon with favor.

The opposition of the lumber dealers, a general practice of rebating, and a slump in shipments in July, 1898, caused by the temporary cessation in building at the outbreak of the Spanish-American War, broke up the Lumber Carriers' Association and its members returned to the Lake Carriers' Association.<sup>45</sup> The severe lake storms of 1898 destroyed approximately one-eighth of all lumber carrying tonnage. The recovery from the slump in shipments aided by a tariff of \$2.00 per thousand feet on Canadian lumber<sup>46</sup> made the following year one of great prosperity for lumber carriers. Without a freight rate combination rates increased more than 100 per cent in some cases during the season of 1899.<sup>47</sup>

In the meantime the unions had forced large increases in wages from the local associations of lumber carriers and from individual vessel owners. In spite of falling freights in 1900 the unions were able to maintain their wages at the level of the previous year. The lumber carriers were in much the same position as the ore carriers were in two years later. The owners were unorganized and were besieged on the one hand by rate-cutting shippers and on the other by the unions. Beginning in the early fall of 1900 organization was again talked and a preliminary meeting was arranged for January 17, 1901, to meet in Detroit.<sup>48</sup> Although meeting as a committee of the Lake Carriers' Association, the conference resulted in the organization of an independent association for the purpose of dealing with labor and of fixing freight rates. As in the Lake Carriers' Association, dues are paid and voting power is determined upon a per tonnage basis. The control of the association is vested in a board of managers of twelve members selected with reference to their in-

<sup>44</sup> *Marine Record*, Mar. 3, 1898, p. 5.

<sup>45</sup> *Ibid.*, June 9, 1898, p. 11.

<sup>46</sup> *Ibid.*, Nov. 10, 1898, p. 8.

<sup>47</sup> *Ibid.*, Sept. 21, 1899, p. 10.

<sup>48</sup> *Ibid.*, Jan. 3, 1901, p. 7.

fluence in the association and to geographical distribution so as to have the principal ports represented.

Again an attempt was made to deal with shippers on a from-dock-to-dock basis, leaving loading and unloading troubles to the shippers. Failing in this attempt, agreements were entered into with the lumber handling unions. Closed union shop agreements were granted to cover the following questions: prohibition of restriction upon amount of work to be done by each man; settlement of disputes by reference to a grievance committee; and establishing a scale of wages at \$.50 per hour for the season. In order that the unions might know who were members of the association, a list was furnished each local and in addition each vessel carried a certificate of membership.

In 1902 the agreements with the lumber shovers were continued and in the following year agreements were made with the seamen, cooks, and firemen. These were the same as the agreements made between these unions and the Lake Carriers' Association. A classified wage scale was also granted to the masters and pilots.<sup>49</sup> In dealing with the unions of unlicensed men on the boats the Lumber Carriers' Association followed the lead of the Lake Carriers' Association from 1903 to 1907 inclusive. In fact the union conference with the former usually followed that with the latter and was merely an acceptance of its results.

In 1904 contracts were made with the American Association of Masters and Pilots and the Marine Engineers' Benevolent Association. The former then broke up during the same year and the latter discontinued making agreements with the Lumber Carriers' Association. In each case no change was made in the wage classification. In 1908 the Lumber Carriers' Association met the unions of unlicensed men as usual, after the declaration of open shop by the Lake Carriers' Association, but asked of them conditions which the unions were unwilling to grant so that no agreements were reached. No conferences have been held since but the Lumber Carriers' Association have continued to carry union men on their boats. They still follow the lead of the Lake Carriers' Association in the payment of wages. Other conditions are left to the discretion of the captain of the boat and are generally satisfactory to the men.

<sup>49</sup> *Marine Review*, Jan. 29, 1903, p. 23.

Agreements with the lumber shovers have continued without interruption since the Lumber Carriers' Association was formed in 1901. There have been practically no changes in the agreements except an occasional adjustment in wages. The lumber carrying business has been a declining industry for many years so that there is no need for an increasing number of men to handle the cargoes.

## INDEX

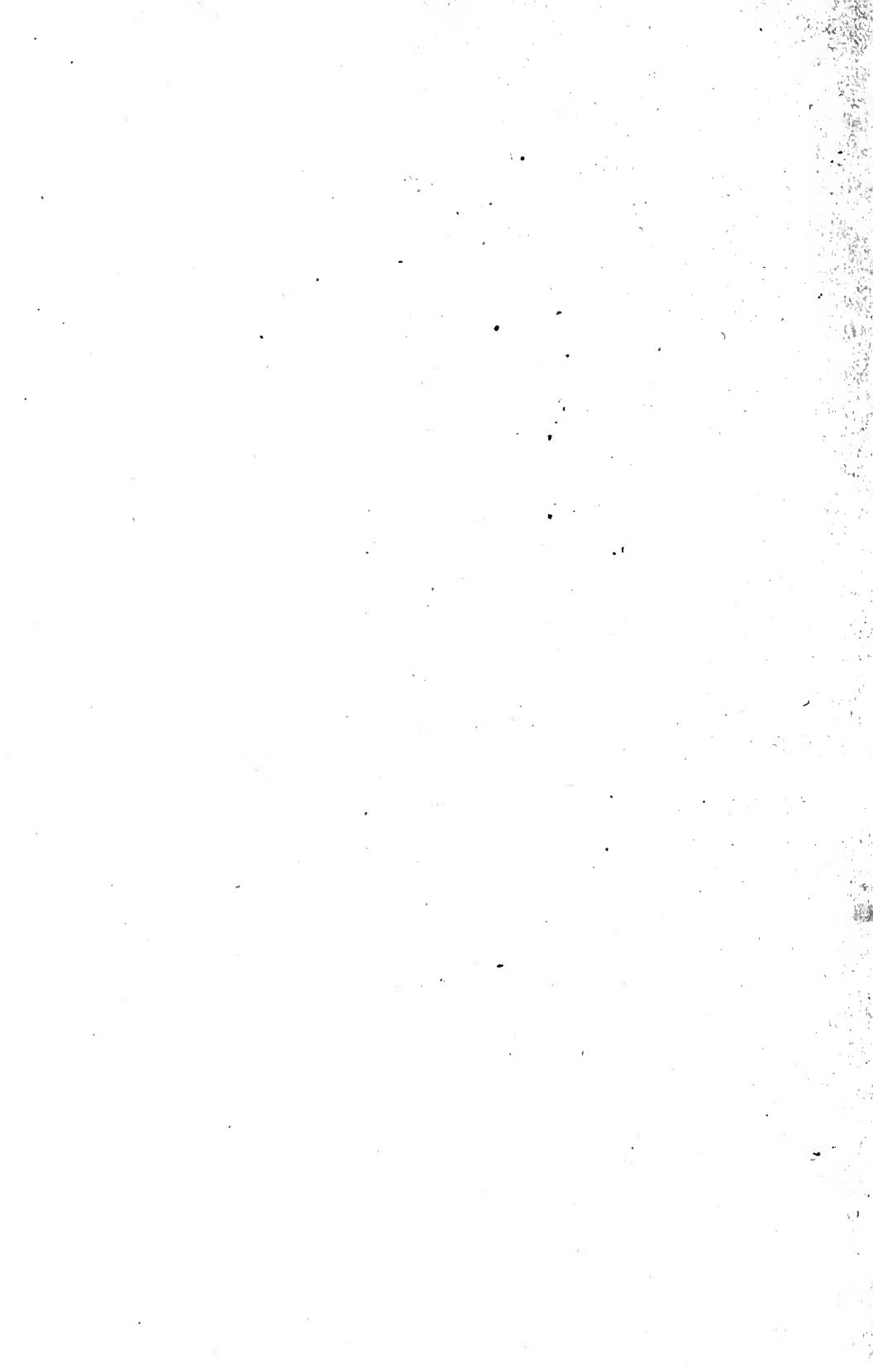
- Accident insurance, 44, 88  
 American Federation of Labor, 32,  
     45, 46, 49, 69  
 Arbitration, 57, 58, 64, 77, 83, 106,  
     114  
 Aristocracy of labor, 47  
 Assembly rooms, 87, 94  
 Barges, 11, 24, 58  
 Beer checks, 112  
 Bessemer fleet: see Rockefeller fleet  
 Blacklist, 72, 89: see also Discrimi-  
     nation  
 Boarding houses, 112  
 Bonus, 42, 55 *n*, 62, 105  
 Brown hoists, 104  
 Captains' committees, 93  
 Carnegie interests, 24, 37, 38  
 Character of workers, 10, 26, 31, 52,  
     79, 81, 96, 105, 109, 111  
 Clam shell, 104  
 Cleveland Civic Federation, 64, 67  
 Cleveland Vessel Owners' Associa-  
     tion, 15, 16, 19, 20, 51, 54, 76,  
     117, 118  
 Closed non-union shop, 51, 68 *n*, 69  
 Closed union shop, 57, 58, 74, 82,  
     105, 114, 117, 118, 120  
 Coal passers, 81, 92  
 Conferences, 54-56, 62, 64, 72, 74,  
     85, 105, 107  
 Cooks' union, 32, 58, 63, 70, 73, 120  
 Coulby, Harry, 56, 60, 65 *n*, 69, 74,  
     84, 85, 87, 88 *n*, 89  
 Deckhands, 18, 26, 30, 57, 81  
 Deserters, 52, 57, 58, 80, 81  
 Discharge, 26, 63, 72, 79, 115  
 Discharge books, 88, 89, 95  
 Discipline, 43, 78, 80, 94, 108, 109  
 Discrimination, 86, 108, 112, 118:  
     see also Blacklist  
 Dock fences, 76, 84, 108 *n*.  
 Dock managers, 73, 105, 107  
 Drunkenness, 52, 80, 105  
 Dummies on payroll, 112  
 Efficiency, 25, 40, 55 *n*  
 Employment by trip, 14, 26, 52, 79  
 Engineers' committees, 93  
 Engineers' unions, 32, 39, 41, 55, 63,  
     69, 70, 73, 75, 77, 84, 88, 90, 120  
 Farmer youth, 96  
 Firemen's unions, 31, 43, 54, 58, 61,  
     71, 73, 120  
 Fleet engineers' association, 75  
 Food, 26, 52, 79  
 Freight rates, 10, 14, 27, 28, 38, 39,  
     51, 76, 79, 116, 118, 119  
 Furnace interests, 23, 65, 75: see  
     also Carnegie interests and U. S.  
     Steel Corporation  
 Government licenses, 33, 41, 94  
 Grain handling methods, 110  
 Grain superintendent, 114  
 Grievances against firemen, 71, 73,  
     80, 82  
 Hours of labor, 52, 57, 81, 92, 105,  
     106: see also Overtime.  
 Idle days in port, 52  
 Impersonal management, 59 *n*, 67 *n*  
 Independent boat owners, 23, 39, 45,  
     49, 53, 58, 59, 76  
 Individualism of captains, 66  
 Individual contracts, 41, 55 *n*, 58,  
     62, 64, 66, 70, 75, 84, 86 *n*, 87,  
     88, 108  
 Initiation fee, 74  
 Industrial union, 18, 21, 46, 48, 72  
 Jurisdictional disputes, 47, 49, 55,  
     72  
 Knights of Labor, 16-18, 21, 31, 45  
 Labor turnover, 99

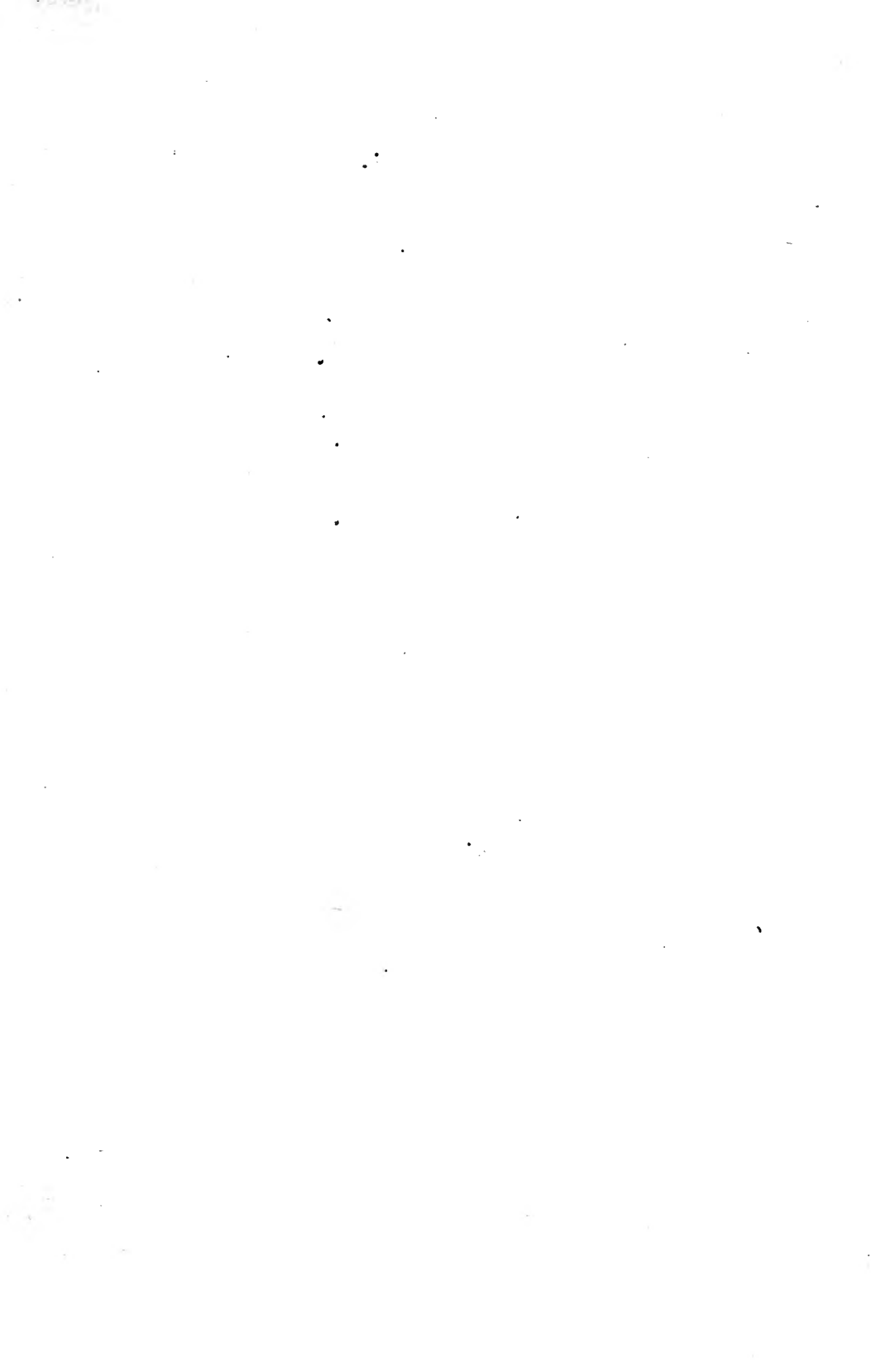
- Lake Carriers' Association, 19-21,  
 28, 30, 37, 39-41, 43-45, 47, 49, 51,  
 53-56, 59-65, 67-78, 82, 83, 85-90,  
 92-96, 99-101, 106, 107, 113-115,  
 118  
 Lake Carriers' Beneficial Federa-  
 tion, 44, 47, 54  
 Lake Michigan Vessel Owners' As-  
 sociation, 117  
 Lake trades' council, 45, 47, 48  
 Legislation, 16, 20, 92, 101  
 Living conditions, 26, 52, 79, 92, 93,  
 101  
 Longshoremen, 32, 45, 46, 48, 55, 58,  
 72, 73, 81, 104, 114-116, 118  
 Loyalty, 44, 95, 109  
 Lumber Carriers' Association, 54,  
 118-121  
 Lumber Dealers' Association, 118  
 Masters, 25, 40, 44  
 Masters' unions, 34, 35, 42, 43, 54,  
 58, 59, 62, 64, 66, 67, 120  
 Mates, 58, 66, 68, 71, 72, 75, 77, 106  
 Mesabi range, 24  
 National Civic Federation, 89  
 Night schools, 94  
 Open non-union shops, 51  
 "Open shop," 62, 70, 72, 76, 85,  
 87, 89, 107, 115  
 Ore handling methods, 103, 107  
 Ore reserves, 62, 66, 70, 75, 84  
 Ore shipments, 11, 21, 23, 70, 75, 89  
 Overtime, 57, 58, 63, 73, 81, 106  
 Payment by check, 93  
 Pittsburg Steamship Company, 38,  
 39, 41-43, 50, 58-60, 62, 67, 70, 84,  
 88, 89, 92, 93, 96  
 Police protection, 21, 57, 64, 76  
 Politics, 112, 113, 115  
 Porters, 64, 71  
 Preferential union shop, 117  
 Promotion, 26, 66, 96, 108  
 Rebates, 112, 113  
 Referendum, 55, 71, 108  
 Rockefeller fleet, 24, 27, 37-40  
 Safety, 53, 90  
 Sailboats, 11  
 Saloon boss, 111, 113, 115  
 Savings' plan, 93  
 Seamen's unions, 10, 13, 21, 30, 32,  
 34, 43, 46, 54, 55, 63, 70, 72, 73,  
 81, 117, 120  
 Season charters, 51, 53  
 Service record, 88  
 Shipping Federation of Great Brit-  
 ain, 87  
 Shipping offices, 16, 18, 20, 50  
 Ship Masters' Association, 35, 87:  
   see also Masters' unions  
 Size of boats, 12, 53  
 Southern Europeans, 96, 109  
 Spanish-American War, 27, 119  
 Specialized skill, 66  
 Stability of tenure, 78-80, 92, 97,  
 99, 106  
 State arbitration boards, 89  
 Steamboats, 11, 12  
 Steam shovel, 110  
 Strike breakers, 41, 46, 65, 71, 84, 90  
 Strikes, 41, 44, 57-59, 64, 73, 78, 83,  
 85, 88, 90, 100, 104, 106, 114: see  
   also Sympathetic strikes  
 Surplus of men, 94, 95, 100, 112  
 Sympathetic strike, 65, 77 *n*, 116  
 Technical schools, 96  
 Time studies, 25, 27  
 Trade agreements, 14, 17, 22, 50, 53,  
 54, 61, 63, 70, 71, 73-77, 105, 106,  
 114, 115, 120, 121  
 Treatment of men, 26, 52, 79-81  
 Union officials, 80, 81  
 U. S. Steel Corporation, 24, 38-40,  
 45, 49, 53, 59, 60, 62, 65, 76  
 Vessel Owners' and Masters' Asso-  
 ciation, 117  
 Wages, 13, 14, 17, 28, 30, 33, 40, 41,  
 43, 49, 52, 55-58, 63, 70, 75, 77, 78,  
 91, 105, 106, 111, 114, 117, 120:  
   see also Bonus  
 Watch and watch, 57, 58, 92  
 Welfare certificate, 87  
 Welfare committee, 92, 101  
 Welfare plan, 68, 87, 90 *n*, 94, 100:  
   see also Lake Carriers' Beneficial  
   Federation  
 Women, 64











UNIVERSITY OF ILLINOIS-URBANA



3 0112 084204426