

Employment System of the
Lake Carriers' Association.

BY PAUL F. BRISSENDEN

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS

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INTRODUCTION.

At the twentieth convention of the International Seamen's Union of America, held in New York City, December 4 to 12, 1916, the following resolution was adopted:

"Whereas, the Lake Carriers' Association, controlled by a subsidiary of the United States Steel Corporation, the Pittsburg Steamship Co., maintains a system of employment and strike-breaking agencies on the Great Lakes, for the purpose of preventing the seamen from organizing to improve the standards of wages, working conditions, and craft skill or seamanship; and

"Whereas, in connection with these employment offices and strike-breaking agencies, the Lake Carriers' Association enforces upon the men a vicious blacklisting scheme, which it attempts to disguise under the misleading title of 'welfare plan'; and

"Whereas, this employment system and other evils connected with the shipping on the Great Lakes causes great numbers of young men to leave the calling in disgust and is seriously retarding the up-building of a larger body of skilled American seamen, essential to the welfare of the people of the United States in national defense and in commerce; and

"Whereas, a continuation of the Lake Carriers' Association employment system will bring about a serious strike on the Great Lakes, the members of the Lake Seamen's Union, having by referendum vote, in accord with the rules of the union governing the calling of a strike, voted to demand its abolition: Therefore be it

"*Resolved*, That the International Seamen's Union, in convention assembled, respectfully request the United States Department of Labor to investigate the employment system, shipping offices, and so-called 'welfare plan' of the Lake Carriers' Association, and to make public the results of such investigation."¹

¹ Resolutions published in Coast Seamen's Journal, Dec. 27, 1916, p. 2 (Resolution No. 15).

In response to the request embodied in this resolution the Bureau of Labor Statistics has made a study of the present labor situation on the Great Lakes, with particular reference to the nature and operation of the "welfare plan" of the Lake Carriers' Association. In the course of the short field investigation which was made, the assembly rooms at the more important lake ports were visited, and every effort was made to ascertain the attitude, pro and con, of the various parties interested, and to secure whatever evidence they might have to offer in support of their statements. Officials of the Lake Carriers' Association; its commissioners in charge of the assembly rooms in the various ports visited; officials of the International Seamen's Union, and of its subordinate bodies in the Lakes district (the Lake Seamen's Union, the Marine Firemen, Oilers, and Water Tenders' Benevolent Association of the Great Lakes, and the Marine Cooks and Stewards' Union of the Great Lakes); ship captains; and union and nonunion sailors were interviewed. This was done not only for the purpose of securing all the available documentary evidence bearing on the operation of the welfare plan, but also in order to find out what the various interested parties thought of it. Special effort was made to get the union and nonunion sailors' experience and personal opinion of the plan. This report presents the results of the inquiry. It explains the machinery of the welfare plan and the practical workings of its employment features, and gives the Association's and the union's interpretation of it, together with such documents as either of them wished to submit.

ACTIVITIES OF SEAMEN'S UNIONS ON THE GREAT LAKES.

The International Seamen's Union includes thirteen subsidiary unions grouped into three districts: the Atlantic, Pacific, and Great Lakes districts. The Great Lakes district comprises three maritime unions, viz., The Lake Seamen's Union, the Marine Firemen, Oilers and Water Tenders' Benevolent Association of the Great Lakes, and the Marine Cooks and Stewards' Union of the Great Lakes. It is these three unions—and most of all the Lake Seamen's Union—which are directly concerned about the grievances alleged in the foregoing resolutions. The Lakes district seamen's unions first began to make their influence felt about the year 1900. In 1903 the Lake Seamen's Union entered into an agreement with the Lake Carriers' Association and that agreement was renewed from year to year until the spring of 1908. This contract was a typical trade agreement containing specifications in regard to hours and conditions of labor aboard ship and providing for the recruitment of crews to man the boats. The clauses relating to the methods of supplying crews provided that

all steamers and barges covered by the contract (i. e., all steamers and barges of the Lake Carriers' Association) should carry members of the Lake Seamen's Union in specified capacities; that the union should "furnish a sufficient number of competent men to fill the above-mentioned capacities when called upon to do so, to the best of its ability, but in the event that the Lake Seamen's Union is unable to furnish a sufficient number of union men when called upon, the owner, agent or captain may ship nonunion men until such time as union men can be obtained." The complete text of this agreement, in effect during the season of 1907—the last agreement between the Lake Seamen's Union and the Lake Carriers' Association—follows:

AGREEMENT.¹

This agreement made and entered into at the city of Cleveland, by and between the Lake Carriers' Association, a corporation of the State of West Virginia, by its executive committee, duly authorized, and the Lake Seamen's Union, by its duly authorized representatives, witnesseth as follows:

Section 1. This agreement is made for the navigation season of 1907 on the Great Lakes for all vessels enrolled or hereafter enrolled in the Lake Carriers' Association.

Sec. 2. All steamers covered by this contract shall carry members of the Lake Seamen's Union in the following capacities: Wheelmen, watchmen, lookout men, between-deck watchmen, and ordinary seamen.

Sec. 3. All barges covered by this contract shall carry members of the Lake Seamen's Union in the following capacities: Mates, sailors, and donkey men.

Sec. 4. The Lake Seamen's Union agrees to furnish a sufficient number of competent men to fill the above-mentioned capacities when called upon to do so, to the best of its ability, but in the event that the Lake Seamen's Union is unable to furnish a sufficient number of union men when called upon, the owner, agent, or captain may ship nonunion men until such time as union men can be obtained. It is understood and agreed that whenever, on account of the inability of the Lake Seamen's Union to furnish union men, and nonunion men are employed, said nonunion men are to be shipped for the round trip, and there shall be no interference with nonunion men so employed during said round trip.

At least three hours' notice to be given union office for men unless men desert just before vessel started, then vessel can take quickest obtainable.

Sec. 5. The rules with reference to the number of wheelmen, watchmen, and lookout men carried on all steamers shall remain the same as heretofore. Steamers not covered by the following manning scale shall carry the same number of ordinary seamen as heretofore.

Steamers in the package freight trade of 2,400 gross tons up to 2,500 gross tons, Government register, shall carry no less than five ordinary seamen. Steamers in package freight trade of 2,500 gross tons or over, Government register, shall carry six ordinary seamen.

¹ United States Congress. Hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, "Better protection of lives of passengers and seamen," pp. 66-87.

COARSE FREIGHTERS.

Steamers of 1,500 gross tons, Government register, up to 2,500 gross tons, shall carry the same number of ordinary seamen as heretofore, but not less than three. Steamers of 2,500 gross tons, and up to 4,000 gross tons, shall carry the same number of ordinary seamen as heretofore, but not less than four. Steamers of over 4,000 gross tons to 5,500 gross tons, same as heretofore, but not less than five. Steamers of over 5,500 gross tons shall carry the same number of men as heretofore, but not less than six.

Sec. 6. No man shall work more than 10 hours per day for one day's pay without a watch below, unless he is given watch and watch; the captain, however, to be the sole judge as to the necessity of when he requires the services of the whole crew. These stipulations not to apply to handling hatches and gangways or to arriving at or clearing from port.

Wheelmen, watchmen, and lookout men on package freight boats shall be governed by the same rules as heretofore.

Crews shall be given time during working hours to, and shall, keep their quarters in clean and sanitary condition.

Ordinary seamen shall not be required to pass coal for more than one fireman each.

Sec. 7. Tow barges of 850 gross tons, Government register, and up to 2,100 gross tons, Government register, shall carry no less than one mate, one donkey man, and four able-bodied seamen before the mast. Tow barges of over 2,100 gross tons, Government register, shall carry one mate, one engineer or donkey man, and six able-bodied seamen. On whalebacks of the smaller class carrying a towing machine and carrying an engineer, they shall carry a mate and four able-bodied seamen.

Sec. 8. On all vessels in the salt, alabaster, stone, railroad-iron, pig-iron, copper, sand, cement, cedar, or pulp-wood trade the men shall receive 25 cents per hour when working at cargo at all times over and above their regular wages.

Sec. 9. All vessels covered by this contract shall provide well-lighted, well-ventilated, clean sleeping quarters, properly heated in cold weather; the beds shall have good mattresses, springs, and pillows, and clean linen at least once every trip. All vessels shall carry a full equipment of life-saving apparatus.

All tow barges must have a wheelhouse.

Sec. 10. It is further agreed that all requisitions for men to be furnished under this contract shall be made by officers of the vessels covered hereby to the shipping master of the Lake Carriers' Association or his assistants at the port nearest to which the vessel is lying, and such shipping master, in turn, shall make requisition on the shipping officers of the Lake Seamen's Union for all such men. And if any transportation is required to get the men to the vessel, the same shall be furnished by the shipping master of the Lake Carriers' Association, the shipping officers of the Lake Seamen's Union guaranteeing that the men so furnished with transportation will ship and serve for the trip on the boats to which they have been assigned. Nothing in this article shall prevent or prohibit the master or officer of a vessel shipping union men when they apply to him for a job as heretofore.

Sec. 11. It is understood and agreed that in the event of any grievance, no man shall quit without first consulting the agent or delegate of the Lake Seamen's Union.

There shall be no Sunday or legal-holiday work, such as painting, scrubbing of paint, or cleaning brass; cleaning of decks, however, not to be construed under this paragraph as unnecessary.

Sec. 12. It is further understood that after a vessel has completed her round trip, if any of the employees covered by this agreement quit, there shall be no obligation to hire others until they are needed.

In case a vessel goes out of commission before the completion of the trip for which the crew has been engaged the crew shall receive railroad transportation to the port where the trip was commenced.

Sec. 13. It is also agreed that the offices of the Lake Seamen's Union shall be kept open day and night during the season of navigation at the ports of Buffalo, Ashtabula, Cleveland, South Chicago, Chicago, Milwaukee, and Detroit.

It is understood that there will be no objection to a boat carrying five ordinary seamen and five able-bodied seamen in place of six ordinary seamen and four able-bodied seamen if the captain so desires.

Sec. 14. In the event of any difference arising between the two parties hereto as to the meaning or intent of this contract, the men shall continue to work and the said difference shall be arbitrated within 30 days.

WAGE SCALE.

Subject to the foregoing terms and conditions the Lake Carriers' Association and the members of the Lake Seamen's Union do hereby agree to the following scale of wages for the said season of 1907:

Section 1. The rate of wages for wheelmen, watchmen, and lookouts men employed under this agreement shall be at the rate of \$50 per month from the opening of navigation to the 1st day of October, and from the 1st day of October to the close of the season of navigation at the rate of \$65 per month.

Sec. 2. Ordinary seamen shall receive at the rate of \$30 per month from the opening of navigation to October 1, and at the rate of \$40 per month from October 1 to the close of navigation.

Sec. 3. Mates on tow barges of the larger class (vessels which paid their mates \$70 per month last year) shall receive \$70 per month for the entire season. Mates on other barges shall receive not less than \$10 per month more than seamen on the same vessel, and donkey men \$5 per month more than seamen.

Sec. 4. Able-bodied seamen on tow barges shall receive \$50 per month until October 1, and \$65 per month from October 1 to the close of navigation.

Sec. 5. Engineers on tow barges carrying towing machines shall receive \$70 per month.

Sec. 6. It is further agreed that the wages on steamers and barges while fitting out, and while the crew is not boarded on the vessel, shall be \$2 per day.

It is the intention of the parties to this agreement that the Lake Seamen's Union shall and must furnish and supply all vessels of the Lake Carriers' Association all the men they require of the classes mentioned herein, to the utmost of their ability.

It is understood that the said Seamen's Union agrees that it will at all times use its best efforts and, so far as possible, guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers' Association; and, further, that the said Seamen's Union will not order or allow its members to go on strike for any cause.

In witness whereof, the Lake Carriers' Association, by its executive committee, as aforesaid, has caused this contract to be made on its behalf, and the said Lake Seamen's Union has caused this agreement to be subscribed and

entered into on its behalf by its representatives, whose names are also hereto subscribed, at the city of Cleveland, this 13th day of April, 1907.

THE LAKE CARRIERS' ASSOCIATION,
By W. LIVINGSTONE, *President*.
THE LAKE SEAMEN'S UNION,
By WM. PENJE, *Secretary*.
V. A. OLANDER.
W. H. JENKINS.
WM. CURRY.
THOMAS LESTER.
VAL DUSTER.
FRED HUEHNS.
GEO. HANSEN.
THOS. J. MCCOY.
D. C. HANSEN.
ALEX. MCKECHNIE.

OBJECTS AND ACTIVITIES OF THE LAKE CARRIERS' ASSOCIATION.

The Lake Carriers' Association is composed of vessel owners and managers operating vessels upon the Great Lakes, principally vessels carrying iron ore, coal, and grain, which articles make up the bulk of the tonnage on the Lakes. No member of the Association is engaged in the passenger traffic. This Association has existed in one form or another since 1886. In 1903 it was incorporated in its present form under the laws of West Virginia, and in that same year entered into its first agreement with the Lake Seamen's Union. The general objects for which it was organized are, according to Section III of its articles of incorporation:

"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 will avoid the public injury that would result from lockouts and strikes in the lake carrying service; to provide for the prompt and amicable adjustment of matters affecting shipping and the interests of vessel owners of 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."¹

¹ Statement of Geo. A. Marr, secretary of the Lake Carriers' Association, before the United States Commission on Industrial Relations, Final Report and Testimony, vol. 2, p. 1232; also in Monthly Bulletin of the American Iron and Steel Bulletin (June, 1915), vol. 3, p. 153.

The Association had in 1916 a membership of 64 vessel owners or managers, who operated 414 boats (379 steamers and 35 barges). Only about one-fifth of the freight-carrying vessels on the Lakes are operated by members of the Association, but this constitutes the great bulk of the tonnage. The gross registered tonnage for 1916 was 2,013,962 tons. In 1914, according to the statement of the secretary of the Association before the United States Commission on Industrial Relations, the Association had a membership of 50 owners or managers, operating 450 vessels, with a gross registered tonnage of approximately 2,000,000 tons and requiring for full operation about 12,000 men to man. The secretary stated that this was 80 per cent of the total gross registered tonnage on the Lakes, but, in point of number, that it involved only 20 per cent of the vessels.¹ Since that time the amount of tonnage has remained about the same, while the number of owners and the number of vessels have decreased considerably. In 1916 the total number of men necessary at any one time to man the Association's fleets was about 12,000, as compared to about 10,500 three years ago.

Since there are at present nearly 20,000 sailors on the Great Lakes,² it is evident that the Lake Carriers' Association actually employs slightly more than half of the sailors on the Lakes in the manning of its one-fifth of the vessels, which make up, however, four-fifths of the tonnage on the Lakes.

The Association's annual report for 1916 states that in that year 19,787 sailors were registered in the welfare plan.³ If both these estimates are correct, it means that almost all of the sailors on the Lakes (including all the union sailors) are now registered under the welfare plan. This is hardly probable, but the conclusion seems unavoidable that in order to obtain employment a majority of the union sailors have found it necessary to register under the welfare plan.

The most important—indeed the dominating—member of the Association is now and has been from the beginning the Pittsburg Steamship Co., a subsidiary of the United States Steel Corporation. This company operates 102 vessels, or about one-fourth of the total number of boats in the Association. The gross tonnage of its boats is 481,562 tons, which is about one-fourth the total tonnage controlled by the Association.⁴ Measured in terms of carrying capacity per season, the predominance of the Pittsburg Steamship Co. is

¹ United States Commission on Industrial Relations. Final Report and Testimony (Hearings of May 18, 1914), vol. 2, pp. 1232, 1233, 1240.

² Furuseth, Andrew, president of the International Seamen's Union: American Sea Power and the Seamen's Act (1917), p. 8. He says the number is "about 19,450," of which 9,728 are members of the marine unions.

³ See p. 28.

⁴ Lake Carriers' Association—List of Members, 1916.

still greater. Although it controls but one-fourth of the Association's tonnage, it has a carrying capacity for the navigation season of about one-third of the Association's tonnage, on account of the fact that this company is able to get better dispatch than others at the loading and unloading docks.

"WELFARE PLAN" OF THE LAKE CARRIERS' ASSOCIATION.

As early as 1893 the Lake Carriers' Association, then an unincorporated organization, established shipping offices in various lake ports, and in 1901 it had drawn up a plan for the establishment in the principal ports of "club rooms" for the use of the seamen, as well as forms of mutual insurance and death benefits. "Before the plan could be put into effect, however, some of the unions," according to what is apparently an official statement of the Association, "proposed to undertake this feature of the work, and the plan was laid aside. Contracts were made with various unions to supply all men below the grade of officers, the unions promising to deal justly in cases of injury, disability, or death in service. The result of this experiment was complete failure."¹

In the spring of 1908 the plan was somewhat elaborated and its provisions put into effect in the lake ports and on the Association's vessels with the opening of navigation and simultaneously with the announcement by the Association of its adoption of the "open-shop principle." The open-shop resolution, adopted April 9, 1908, by a unanimous vote, was as follows:

1. That the owners of ships on the Great Lakes do now declare that the open-shop principle be adopted and adhered to on our ships.
2. That the Lake Carriers' Association stands for the foregoing principle.
3. That the matter be referred to the executive committee, with full power to act and carry out this principle.
4. That it should be the aim of the committee in the means they shall adopt to recognize a fair and equitable rate of wages, to insist upon such regulations as shall promote the comfort and well-being of the employees, shall put the discipline of the ship in the hands of her executive officers, and, tendering liberal, appropriate wages and conditions, requiring in response appropriate, diligent, and prompt service from the members of the crew.
5. And at this meeting, representing 91 per cent of the tonnage of the Association, as a definite and specific support to the committee, it is voted to adhere to and observe this action, referring also any and all special cases to the committee.²

¹"Welfare work of the Lake Carriers' Association," Monthly Bulletin of the American Iron and Steel Institute (June, 1915), vol. 3, p. 157.

²Monthly Bulletin of the American Iron and Steel Institute (June, 1915), vol. 3, p. 157.

The complete text of the welfare plan is as follows:

I. ASSEMBLY ROOMS.¹

These shall be established in such principal ports on the Lakes as the special committee, acting responsible to the executive committee, shall from time to time decide. These rooms shall be clean, bright, and attractive, with good sanitary provisions, and furnished with current newspapers, magazines, and, as they may be secured, with libraries. They will be provided with writing materials, assistance in the writing of letters, reliable places of address for letters, and have similar conveniences. For the privilege of their use, under reasonable rules for proper use, the charge shall be at the rate of \$1 per year to seamen and a somewhat larger charge to officers, available to all officers and seamen who have the certificate of recommendation as such from the Association; and the revocation of such certificate shall debar further use of the assembly rooms under the certificate.

II. CERTIFICATES OR CARDS.

Any officer or seaman applying for a certificate or recommendation of the Lake Carriers’ Association must declare himself willing and pledge himself to discharge his lawful duties toward the ship on which employed, *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 in 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.*

III. ISSUING CERTIFICATES.

In putting the system in operation, certificates of competence will be granted as a matter of course to holders of Government licenses according to the grades of the license. There will be then two other grades of certificates, to able-bodied seamen and to ordinary seamen.

The regular certificate, below licensed officer, will be issued in the first instance and, until record in discharge book can be presented, to any seaman upon his own representation as to previous service, supported by such information as the issuing officer can obtain, preferably the recommendation of at least one licensed officer, and conditioned on the pledge of the applicant that his representations are true *and that he will faithfully perform all lawful duties without reference to membership or affiliation of himself or other members of officers and crew in any union or association whatsoever, with the discretion and authority in the Association to revoke its certificate of recommendation on such information as shall have come to it.*

IV. RECORD DISCHARGE BOOKS.

To insure reliability, the certificate will be limited to one year so as to cover a season of navigation. At the time of issuing the certificate, and except as to masters and chief engineers, the Association *record discharge book, bearing*

¹ Monthly Bulletin of the Iron and Steel Institute, June, 1915, pp. 157-160. Text of the plan also published in—United States Congress hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, “Better protection of lives of passengers and seamen,” pp. 60-63; Cause of the Seamen’s Strike (a pamphlet reprint), p. 12 et seq. The italics are not in the original.

the same number as the certificate, will be put in the hands of the holder, to be deposited by him at the time of signing articles with the master or chief engineer, according to the department of service. In this book such executive officer will at the termination of the service on the ship, enter a discharge, and in the appropriate column a statement of the character of service. If this entry be "good" or "fair," the book shall be returned direct to the man, but when, in the best judgment of the officer with whom the book is deposited, such entry can not justly be made, and in every case of desertion or failure to serve after engaging, the book shall be returned by the master to the secretary of the Association, together with a statement of explanation from the officer with whom the book was deposited. The Association will thereupon take such action and in such manner as it may deem wise and just as to canceling its outstanding certificate.

V. DEATH EXPENSE RELIEF.

The Association realizes the difficulties which have come in cases of accidental death to families, relatives, and friends from the absence of some immediate provision for expense, as well as in the case of shipwreck, which we treat in the next paragraph.

In case of death from accident incident to employment—that is to say, on board or in line of duty to any ship included in its membership—the Association will pay sums as stated in the schedule given below, but according to the grade of actual employment at the time the accident occurred, without reference to cause or any bearing or effect whatsoever on legal claim or liability concerning the same. No proof or condition of any kind shall be required beyond the facts that the accident occurred, no matter from what cause or in what manner, on board or in performance of the duty of a ship included in our membership, and that the man held the certificate and book of the Association.

VI. SHIPWRECK.

In case of shipwreck it has been usual, though not legally required, for the owner to give or advance some sum on account of lost effects and return to port of shipment. The Association takes the responsibility to the extent stated below of such payments or advances being promptly made to holders of its certificates and book in cases of Lake Carriers' ships, and will be promptly answerable for the owner in such cases, returning each man to the port of shipment or meeting the expense of each man to the amount of the usual expense to his place of shipment, the man having the option to go to any other place and have or apply the amount; and also, when his effects are lost, it will be answerable for prompt advancement up to \$50 and \$30 in the case, respectively, of licensed officer and other member of crew, without foreclosing or affecting any legal rights concerning any claim for a greater sum.

VII. GENERAL INSTRUCTIONS.

In order that these objects may be intelligently carried out, the applicant of necessity is required to give the necessary information as to previous service and to designate the beneficiaries, not necessarily dependents, as definitely as possible, not to be changed after once made, except through the officers of the Association, of all which, and of cards issued and other matters of detail, the secretary will keep appropriate record with any other necessary matters as to forfeiture of tickets, etc., all of which is matter of detail. An important point in this respect is the protection of a holder of a card in his own use of the

assembly rooms, and insures the promptest possible payment of the aids in case of death and shipwreck, and generally to guard against any attempted imposition.

Resolved, That, subject to the rules printed below, the Lake Carriers’ Association will pay, without charge to the employee, for total disablement or death occurring to any employee by drowning or other accident on board or directly in the service of any vessel included in the membership of the Association, benefits according to the following scale, but in every instance the benefit to be according to the grade and capacity of the employment at the actual time of the accident:

SCALE.			
Master	-----		\$500.00
Chief engineer	-----	\$400.00	Third engineer----- \$150.00
First mate	-----	250.00	Steward ----- 150.00
Second engineer	-----	250.00	Able-bodied seaman---- 100.00
Second mate	-----	150.00	Ordinary seaman----- 75.00

RULES.

1. The benefit shall be paid only to and in respect of an officer or seaman who has a current, unrevoked certificate, or card of recommendation, and, except in case of master and chief engineer, a record discharge book of the Association, and has made designation of beneficiary, and shall be on account of accident resulting in death occurring within one year or in total disablement, as defined below, while a member of her crew on board or in performing the duties of a ship included in the membership of the Association. Total disablement is defined as where a man loses one foot or one hand by complete severance at or above the ankle or wrist, or by the destruction of the sight of both eyes.

2. Whenever information comes to the president of the death, by accident on a Lake Carriers’ vessel, of one having a certificate or card and book of the Association, he may direct the treasurer to pay out at once not exceeding one-half the amount of the benefit nor more than \$50, in any case, for burial or other expense, and the balance, or the whole, if no such advance be made, shall be paid by the treasurer as promptly as facts can be obtained, by the officials of the Association, of the accident and the death or disablement, such settling payment to be made only to the beneficiary or beneficiaries designated in writing by the deceased employee at the time of receiving a certificate or card, or as changed according to the provisions in his application. In case of total disablement, the sum shall be paid to such disabled person as and at such times as he may request.

3. The benefit is intended and shall be free of charge or expense to the employee or the party to whom it is paid, and nothing further is required than that the accident occurred in course of employment in a ship in the membership of the Association to a person having its unrevoked certificate or card and books. This does not relieve or in any manner affect the legal liability of the ship or owner.

4. In case of shipwreck, the Lake Carriers’ Association will be responsible that each member of the crew who has its certificate or card and its record book unrevoked shall be returned to or have from the owner the cost of return to his place of shipment, and where his effects have been lost, that he shall promptly receive up to \$50 in the case of licensed officer and \$30 in the case of other members of the crew, without impairment of any legal right to a greater sum.

Since the inauguration of the plan night schools have been established at several ports in connection with the assembly rooms and also a savings-bank plan for the encouragement of the saving of at least a portion of the sailors' earnings. An amendment to the plan which is much more pertinent to the present inquiry is the system of registration which was inaugurated in 1909 "in the effort to promote efficiency, to conduce to permanent employment and thus to create among the men an incentive for promotion." "This system of registration," continues the Association statement, "embodied the issuance of certificates of competency to able and ordinary seamen, and in lieu of single discharges on single sheets, which are readily subject to loss, there was issued a discharge book containing a continuous credential or record of service, noting the names of the steamers upon which the holder had served, the capacity or rating in which he served, date of employment and discharge and notation as to the character of his service over the signature or the officer under whom he served."¹

The text of the welfare plan itself, together with the "open-shop" declaration and the official statements of the Lake Carriers' Association in regard to its system of registration and concerning its objects and purposes in general, shows its formal character and method of operation so far as the employment and registration features are concerned. It is with these features that this report is primarily concerned.

OBJECTIONS BY UNIONS TO THE WELFARE PLAN.

The seamen's unions in the Lakes district are very skeptical of welfare work in general, and in particular of that done by the Lake Carriers' Association. Their objection to the plan as a whole—to its benevolent welfare features as well as to its employment and registration features—is intensified to bitter antagonism by the belief that the first feature is merely a sugar coating to make more easy the swallowing of the second. The unions consider welfare work, as such, of doubtful value, but feel that it is positively harmful and demoralizing when used, as they believe it to be used by the Lake Carriers' Association, to make effective an open-shop, blacklisting, strike-breaking policy. Their criticism is directed against those features of the plan which they believe operate to break strikes, to blacklist union men, and to crush unionism among the seamen. They allege that the assembly rooms are virtually employment offices for the shipment of, preferably, nonunion men;

¹ "Welfare work of the Lake Carriers' Association," Monthly Bulletin of the American Iron and Steel Institute (June, 1915), vol. 3, p. 108. Practically the same description of the registration system was given by the secretary of the Lake Carriers' Association to the United States Commission on Industrial Relations, Final Report and Testimony, vol. 2, p. 1234.

that the registration and discharge-book system constitutes an effective black list; and that the scheme thus becomes a wholesale strike-breaking system.

It is not easy to determine exactly to what extent these charges are true. For example, when a man is discharged the union men will almost invariably charge that the cause assigned, incompetence, say, is not the real cause, but merely a cloak for the elimination of a union man, while the officers of the association just as vehemently declare that the cause given is the real one.

The union sailors¹ have been convinced from the very inception of the welfare plan that it represented simply a steel trust blow at unionism. They firmly believe that the United States Steel Corporation has dictated the labor and employment policy of the Lake Carriers' Association. The Pittsburg Steamship Co. is a subsidiary of the Steel Corporation, and at the same time it is the dominating element in the Lake Carriers' Association. There is no formal or tangible connection between the Steel Corporation's administration of its own welfare work and that of the Association. That there is any connection—tangible or intangible—is specifically denied not only by officials of the corporation but also by representatives of the Association and of the Pittsburg Steamship Co. The New York office of the Steel Corporation does not give any instructions or make any suggestions to its subsidiary in the Lake Carriers' Association in regard to the labor policy it should advocate in the councils of the Association. Nevertheless there is a quite prevalent conviction in the Lakes district, and particularly among the sailors, that the labor and welfare policy of the Association is shaped by the Steel Corporation. Such dictation as is here alleged by the unions may conceivably be exercised without written instructions or formal agreements. The unions think it quite sufficiently indicative of dictation that Mr. Harry Coulby, president of the Pittsburg Steamship Co. and member of the executive committee of the Lake Carriers' Association, advocates an open-shop labor policy which is essentially the same as the labor policy of the United States Steel Corporation. The naming of the presidents of its subsidiary companies appears to be in the hands of the Steel Corporation. Mr. Percival Roberts, jr., a director of the corporation, has stated that very likely the United States Steel Corporation proposes the names of the presidents of subsidiary companies and has intimated that perhaps Judge Gary suggests the names.² President Coulby, as already stated, is a member of the executive com-

¹ The word "sailors" (or "seamen") is used in a comprehensive sense to include the entire vessel crew, i. e., marine cooks, stewards, firemen, oilers, water tenders, etc., as well as those in the deck department.

² United States Congress. Hearings before the House Committee on the Investigation of the United States Steel Corporation, Vol. I, p. 333.

mittee of the Lake Carriers' Association, and statements of other officials of that Association, as well as of union seamen, indicate that he is the dominating personality of the Association. He is an emphatic believer in the principle of the open shop. His influence in shaping the policies of the Association is due to (1) his marked personal qualities as a leader and executive, (2) his position at the head of the largest fleet on the Lakes, and (3) his connection, through this position, with the United States Steel Corporation. Mr. Coulby has had much to do with the determination of the labor policy of the Association since 1903, when he became president of the Pittsburg Steamship Co. He initiated the open-shop policy in 1908, when his company refused to deal longer with the Lake Seamen's Union, and brought the other members of the Association into line with the same policy.

The seamen's unions of the Lakes district have carried on a more or less active campaign against the welfare plan ever since its inception. On May 1, 1909, a strike was called against the Lake Carriers' Association. "This strike was called," said Mr. V. A. Olander, the secretary of the Lake Seamen's Union, "because of an attempt by the Lake Carriers' Association to compel all seamen to renounce the unions and to submit to a so-called 'welfare plan' inaugurated by the Lake Carriers." This strike continued for three years. Although the strike was not declared off until 1912, it had very little influence after 1910. By the end of that season the unions on the Great Lakes were almost completely disrupted. Since that time, although the unions have ceased to be influential factors on the Lakes, they have nevertheless carried on an almost continuous agitation against the welfare plan.

The unions insist that, in spite of the welfare plan, and on the whole because of it, labor conditions on the Lakes are not only highly unsatisfactory but that the period of the welfare plan has not witnessed, as the vessel owners claim, any marked general improvement in the real welfare of the lake seamen. There has been a very noticeable betterment of sanitary and living conditions aboard the boats—especially on the larger boats—as well as an increase in the money wages of seamen. The union officials recognize this, but they insist that, despite the material comforts gained as a result of the welfare work of the Association, the sailors are really worse off than during the period of joint agreements. They are worse off, say the union men, because they are less free, being subject to a system of virtual espionage and under constant apprehension of the black list. The average sailor, according to union officials, is no better satisfied with his job now than he has been in the past, as is evidenced by the continued high turnover of labor on the Lakes.¹

¹ See p. 31.

The statements of commissioners and other officials of the Lake Carriers' Association confirm the implication of the text of the welfare plan, that unless labor is exceedingly scarce no man can get employment on any of the Association's vessels except as a "welfare man." That is to say, he can not get a job unless he goes to one of the Association assembly rooms (or "shipping offices," as they are more commonly called by the sailors), signs an application, takes out a "welfare book"—as the Association labels its discharge book—and accepts work under whatever ship captain or engineer he may be sent to by the "commissioner" (or shipping master). Since the Association controls the bulk (80 per cent) of the tonnage and employs more than half of the seamen on the Great Lakes, its welfare and registration plan actually means that if a man wants to get a job as sailor on the Lakes he is very likely to be under the necessity of shipping as one of the Association's "welfare men" and of accepting in consequence the conditions of employment dictated by that Association. At all events a majority of the lake seamen seem to have found it necessary to register under the welfare plan.

The procedure, according to the text of the plan,¹ is simple enough. The sailor goes to the shipping office and applies to the "commissioner" for work. If labor is scarce, and there is a heavy demand for men, he may have a chance to get on a boat without enrolling under the welfare plan. Under normal conditions, however, he will be refused consideration and turned away unless he signs up with the Association. In order to be enrolled under the welfare plan and secure the Association's certificate of membership (without which he is practically prevented from obtaining employment on lake boats) the sailor must fill out an application blank² requesting the privileges of the assembly rooms; stating what his experience has been, and in what capacity and on what vessel he was last employed; and further stating that he "pledges that from engagement on any vessel included in the membership of the Lake Carriers' Association he will perform all his lawful duties, regardless of whether any officer or member of the crew may or may not be a member of any union or association, failure in which shall be good ground, in the final discretion of the Lake Carriers' Association, for revocation of this card." The applicant pays on admission \$1 for annual dues to the Association. For this sum he is entitled to the privileges and conveniences of the assembly rooms at the different lake ports, not only during the closed season, but also at any time during the season of navigation when he may be out of work. For the open season this membership entitles the sailor to apply to the assembly-room commissioner for work on the Association's vessels. The ship captains apply

¹ See pp. 13-15.

² Reproduced in Appendix A, p. 41.

to the commissioner when fitting out their boats at the opening of the navigation season or at any time when in need of men. In so far, then, as employment work is done in the assembly rooms, these rooms are rightly described as shipping offices and the commissioners as shipping masters. The assembly rooms, being places for the buying and the selling of "seafaring" labor, are comparable to the ordinary factory employment bureau, except that (1) the job seeker does not pay a specific fee for each job and (2) the commissioner does not formally hire the man. Despite these differences the assembly rooms are essentially shipping or employment bureaus.

Officials of the Lake Carriers' Association emphatically deny that the assembly rooms are shipping offices, inasmuch as their commissioners do not hire the men. It is the captain of the boat who does the actual hiring. He merely gets in touch with the supply of eligible men through the commissioner. Of one thing the unions feel certain: That these Association shipping offices put more restrictions on the freedom of purchase and sale of labor than do the ordinary plant employment agencies. The captain of an Association boat may not go where he will for sailors. He must go to one of the Association's assembly rooms and select his men from among those who have registered as explained above. The freedom of the sailor in seeking work is even more restricted. He can not go direct to the ship captain; at any rate, he may not apply to him unless he has first become a "welfare man." Even his registration does not usually permit him to choose freely the boat on which he will ship. That is settled by the commissioner and the ship captains who want help.

The foregoing is true as to normal conditions and when labor is plentiful. The practice when there is a scarcity of labor is somewhat different. Then the ship captain is often permitted to hire men who have not registered. This is done, however, only on the rather definite understanding—or at least with the definite intention—of having such men register under the welfare plan at the end of their first voyage. There appears to be no formal regulation laid down by the Association to the effect that sailors must register under the welfare plan, but pressure has been exerted to that end through the captains and chief engineers on the vessels. Mr. George A. Marr, secretary of the Association, in a letter dated August 23, 1911, says that "there is no requirement on the part of the Lake Carriers' Association that men shall belong to the welfare plan in order to secure employment on the vessels other than that the officers of the boats insist that men employed on their vessels be welfare men, and where a man not so registered is sent to the vessel from our assembly rooms they make some complaint."¹ Mr. Livingstone, president of the Association, emphatically denied that a man must be a

¹ See Appendix A, p. 42.

member of the welfare plan in order to be employed on one of the Association's vessels. He qualified his denial, however, by adding: "It would be natural for us to favor the welfare-plan men somewhat unconsciously. Why? Because they come to us and have conformed to our rules, and they stay with us, and the result is that they seem to sympathize with our way of doing business. Now, it is human nature, perhaps, to favor them a little, but so far as any rule going forth, or so far as any instructions going out is concerned, there is nothing."¹ In an earlier official letter of instruction, dated May 6, 1908, and signed by the president of the Association, all its member vessel owners and managers were urged to have the officers of their vessels ship their men according to the procedure specified in the welfare plan.

RESULTS OF THE WELFARE PLAN.

The merits of the charge that the Association makes use of the machinery of the welfare plan to discriminate against the lake unions are very difficult of estimation. The available evidence indicates that, without the slightest imputation of insincerity on the part of the Association in its professions of a genuinely benevolent neutrality toward the unions, the general effect of the welfare plan in the actual administration of its provisions by the general officers of the Association, its commissioners, and those in authority on the Association's boats is discriminatory toward the unions. No matter how disinterestedly neutral the Association means to be, the obvious result has been the elimination of union men, the importation of strike breakers, and the virtual exercise of the power of the black list. The present situation bears out this statement. It was found in this investigation that the American sailors are, and have been for several years, leaving the Lakes in increasing numbers to take jobs ashore. American sailors, it is true, continue well in the majority, only one-fourth of the shipments on Association boats in 1916 being of foreigners.² Doubtless this proportion would be larger were it not for the European war. The seriousness of the situation lies in the fact that the proportion of American seamen on the Great Lakes seems to be diminishing gradually. It is also very evident that the Lake unions are no longer the power they once were on the Lakes.³

DISCHARGE BOOK.

The crux of the union's complaint is to be found in the continuous-discharge-book system of registering, shipping, rating, and discharg-

¹ United States Congress. Hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, "Better protection of lives of passengers and seamen," p. 26.

² See Appendix B, pp. 48, 49.

³ See p. 18.

ing men. This really constitutes the employment-office feature of the welfare plan. The discharge book, or "welfare book," is the property of the Association and is a prerequisite to and an official recommendation for service on the Association's vessels. The inside front cover of the "able seaman's" discharge book No. 53354, issued at Ashtabula, Ohio, on May 9, 1916, bears the statement that the holder "is competent to perform the duties of able-bodied seaman." This is followed by "his pledge to perform his lawful duties * * * faithfully and regardless of whether any member of the officers or crew may or may not be members of or affiliated with any union or association." On the flyleaf is the statement, signed by the president and secretary, that "this book is the property of the Lake Carriers' Association and is subject to revocation for violation of the pledge and conditions contained in the application of the holder for the use of the Lake Carriers' assembly rooms." On the next two pages of the discharge book are printed the following statements:

Recognizing the mutual good to be accomplished by keeping with regularity a record of the services of the officers and crews on the ships, the Lake Carriers' Association has adopted this form of discharge book. Except master and chief engineer, this will be put in the hands of each man on his obtaining a Lake Carriers' card or certificate and must be deposited on signing articles with the master or chief engineer, according to department of service. It shall be the duty of such officer to enter in this book the time and capacity of employment and its termination, and fill in the blanks for discharge, never failing to make entry of the character of service in the column "Character of service." Great care and fairness, and also firmness, should be exercised in this duty because on this record will largely depend the renewal or even the continuance of the recommendation which the Lake Carriers' Association can give. The entries for convenience may be "good" or "fair," as the case may be, in the best judgment of the master or chief engineer, with any words of explanation, and the book returned to the person named therein where the entry is "good" or "fair," but in other cases, and in all of desertion or violation of the pledge and conditions noted below, the master shall return the book to the secretary of the Association, together with his or the chief engineer's explanation. The holder of the book should keep it carefully, as a duplicate will not be issued except upon the satisfactory evidence of loss of this without fault, and in case of loss the holder should give prompt notice thereof to the Association and make application for a duplicate. Recommendation by the Lake Carriers' Association must necessarily be based very largely on the record of service, and it will doubtless be called for on application for employment and so prove of great value to a capable man.

NOTE.

Attention is called to the fact that the certificate or card of recommendation by the Lake Carriers' Association is based and conditioned upon the pledge and agreement of the holder that he will faithfully discharge all the duties of his employment on any vessel included in the membership of the Lake Carriers' Association and regardless of whether any member of the officers or crew shall or shall not be a member of any union or other association whatso-

ever; that the recommendation in the discretion of the Lake Carriers' Association may be recalled or revoked for violation of the conditions upon such information as it may deem satisfactory.

The body of the discharge book is made up of blank ruled pages on which are recorded the details for each vessel on which the holder sails—the name of the vessel, capacity in which shipped, month and day of entering and leaving service, character of service, and the signature of the chief officer. Following are reprints of the first pages from discharge books No. 40637 (1909) and No. 53354 (1916), respectively:

[Discharge book 40637, 1909.]

1 RECORD OF SERVICE				AND DISCHARGES. 1			
Name of vessel.	Capacity.	Entered service.		Left service.		Character of service.	Signature of chief officer.
		Month.	Day.	Month.	Day.		
<i>Francis Widlar.</i>	<i>A. B.....</i>	<i>May</i>	<i>23</i>	<i>July</i>	<i>12</i>	<i>Very good.</i>	<i>F. A. Robinson.</i>
<i>Neptune.....</i>	<i>Wheelman.</i>	<i>Sept.</i>	<i>0</i>	<i>Sept.</i>	<i>19</i>	<i>Good.....</i>	<i>Geo. Dupuit.</i>
<div style="border: 1px dashed black; padding: 5px; display: inline-block;"> LAKE CARRIERS' ASS'N. \$1 1910 #0747 A </div>							

[Discharge book 53354, 1916.]

1 RECORD OF SERVICE				AND DISCHARGES. 1			
Name of vessel.	Capacity.	Entered service.		Left service.		Character of service.	Signature of chief officer.
		Month.	Day.	Month.	Day.		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> ABLE SEAMAN. Government Certificate No. 57172 </div>							
<i>E. U. Sanders.</i>	<i>Watchman.</i>	<i>Apr.</i>	<i>24</i>	<i>May</i>	<i>10-25</i>	<i>Good.....</i>	<i>T. S. Ellis.</i>
<i>Thos. Maytham</i>	<i>....do....</i>	<i>June</i>	<i>1</i>	<i>June</i>	<i>6</i>	<i>Good.....</i>	<i>John M. Lohr.</i>
<i>Charles Hubbard</i>	<i>Wate.....</i>	<i>June</i>	<i>18</i>	<i>June</i>	<i>23</i>	<i>Good.....</i>	<i>John Hoff.</i>

No. 40637 bears the renewal stamp, affixed on payment of annual dues. Each book is provided with a pocket in which is kept the holder's shipping certificate ("able seaman's card," "ordinary seaman's card," etc., as the case might be), which also bears the so-called antiunion pledge, and an "identification card," called, as recently as 1908, a "shipping card."¹

In regard to the use of these books the seamen's union declares that the sailors are subjected to what amounts to a system of espionage; that they have less freedom than formerly in that their movements are restricted; and that their service records are made to depend upon the caprice and personal feeling of the ship's mate or chief engineer. Even were there no shadow of antiunion feeling or policy on the part of the general officers of the Association, there is evidence that its ship captains and local commissioners do discriminate against union men,² always having as they do a convenient pretext for getting rid of union men by simply rating them low and thus, in effect, blacklisting them. A shipping card issued by the Association on June 1, 1908, to Willard Hare bears this service statement signed by H. J. Regan, master of the steamer *Malaafa*: "Shipped May 30, 1909. Good wheelsman, but had too much to say about union." More recent documentary evidence on this point is very scarce. The fact is that in recent years the policy of the Association has been to have the ship captains make merely a noncommittal entry or draw a line in the proper space if a good rating can not be given.

ATTITUDE OF THE LAKE CARRIERS' ASSOCIATION TOWARD UNIONS.

During the earlier years of the welfare plan there was more open maneuvering against the unions than there has been in recent years. This fact accounts for the comparative scarcity of recent documents indicating discrimination.

The following copy of a letter from Mr. John Mitchell, one of the large vessel managers in the Association, gives some idea of the prevailing attitude toward the unions at the time of the inauguration of the welfare plan:

CLEVELAND, OHIO, *June 19, 1908.*

Capt. F. D. GALTON,

Steamer "Moscs Taylor,"

Milwaukee, Wis.

DEAR SIR: I inclose you herewith copy of a letter from the Lake Carriers' Association, giving list of the shipping masters' offices at the different ports. When you are in need of anyone be sure to ship what men you need through the shipping offices. When you find that you have any union sailors aboard

¹ Facsimiles of shipping certificates are given in Appendix A, p. 43.

² See Appendix C, pp. 50-57.

who have books, you discharge them unless they give up their books. What we want to do is to relieve our ships of union men. Be sure to let no walking delegate go aboard your boat at any time under any circumstances. Keep a man at the head of the ladder when in port, and when a man tries to get aboard your boat ask him his name and what he wishes, and if [he] can not give you a satisfactory answer do not let him aboard.

If I find that any delegates get aboard your boat, I am going to ask for your resignation, unless you have a very good reason for it.

Yours, very truly,

JOHN MITCHELL.²

In the spring of 1908, simultaneously with the launching of the welfare plan and the promulgation of the open-shop policy, a number of advertisements appeared in the New York and Philadelphia papers. For example, the New York World of April 16, 1908, carried the following:

Seamen (able-bodied), wheelmen, watchmen, nonunion, to work on the Great Lakes; good wages, including transportation and subsistence; write, stating experience. Address R 426, World.¹

In 1910 or 1911 the "welfare" man (or if labor should be very scarce a nonmember) was asked to sign one or the other of the two following statements:

(1) 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 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.

(2) I declare on my word of honor I apply to ship as a union man, free to observe the rules and instructions of my union.²

This requirement was, however, soon discontinued. The secretary of the Association explains that the experiment was found to be a mistake. It is safe to say that the Association is less openly and aggressively discriminative now than it was at first. In the early years of the "welfare period" it was often impossible for a union man to gain admission to the "welfare plan" unless he first surrendered his union card or signed a statement to the effect that he had no union affiliations. The first result of this step was to develop sub rosa unionism among those sailors who really believed in unionism. It stimulated wholesale deception and evasion on the part of union sailors. "In order that their members might get employment on the Lakes," according to an official union statement, "the unions issued duplicate membership cards, so that the members had a spare card which they could turn over to captains or shipping masters when too hard pressed. The officers of the unions advised their members to deny

¹ In a statement submitted by Mr. V. A. Olander, secretary of the Lake Seamen's Union: United States Congress. Hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, "Better protection of lives of passengers and seamen," pp. 47, 48; also in Cause of the Seamen's Strike (a pamphlet reprint), p. 2.

² Other advertisements are reproduced in Appendix A, p. 45.

³ V. A. Olander's testimony: United States Congress. Hearings before the House Committee on the Investigation of the United States Steel Corporation, Vol. IV, p. 3013.

they were union men and so avoid a wholesale lockout. This move left the vessel owners without any sure way of weeding out the union men. Then they issued instructions that each seaman was to be required to sign a 'declaration.' A 'choice' was to be given them between one reading, in effect, 'I am a union man' and another, 'I am a nonunion man.' In self-defense the union men signed the latter. The 'choice' was simply a trap, and upon advice of their [union] officers nearly every man declined to be caught. Then, in a desperate endeavor to get rid of the union men, in many instances seamen were required to take oath renouncing all allegiance to the unions¹ and to swear they would never join a labor organization as long as they sailed for a living."²

The welfare plan, in its actual operation, has had the effect of throwing union men, especially those inclined to talk unionism on board ship, back upon the use of assumed names. The business agent of the Lake Seamen's Union at Cleveland reports that during the first year of the welfare plan he had actually used 21 different aliases, and that in the 1916 season one member of the union had in this way accumulated eight different discharge books.

The way in which the plan has impressed union men can best be described in words used in another part of the official statement just quoted. "By this system," it reads, "the seamen are to be held in constant fear of an adverse opinion being rendered against him by any captain he serves under. Always he must dread that the master will refuse to return his book when the term of employment is ended. If he desires to quit when the captain does not want him to he must hesitate—terror of being deprived of the book is relied upon to bind him to the ship. He must not dare resent ill treatment; he must not complain; under constant espionage, he must live in fear, always in dread of the fatal mark. The continuous-discharge-book system is far more cruel than any ordinary black list. The particular system chosen by the Lake Carriers is the most outrageous of any we have ever heard of. Might is to be made right; fear is to be law."³

According to another pronoun impression of the welfare plan, each seaman is to be compelled through the continuous-discharge-book system," "whether he likes it or not, to carry with him for examination, the opinions of each captain he has sailed under. * * * If he desires to quit when the master does not want him to, he must hesitate; [his] fear of being deprived of his book is relied upon to

¹ Referring to the statement reproduced on p. 46.

² Official statement of the Lakes unions to the Joint Board of Mediation and Arbitration: United States Congress. Hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, "Better protection of lives of passengers and seamen," p. 51.

³ *Ibid.*

hold him. He must not dare to resent ill treatment. He must live in fear, always dreading the fatal mark."¹

At the present time, as already stated, the Association does not discriminate so obviously. Indeed, there is almost no apparent discrimination. Not only so, but it is probable that there is to-day less discrimination of any kind. But it unquestionably continues to be practiced to a considerable extent by more indirect methods. It is less direct and formal to-day very largely because the open, ruthless type of antiunion activity is likely to turn public sympathy to the unions, while "welfare work" is becoming increasingly popular. Some such consideration, as well as an undeniably sincere belief in welfare work benevolently administered, must have had a part in the working out of the present policy of the Association.²

If discrimination is less extensively practiced to-day it is doubtless due to the fact that it is less necessary (from the standpoint of the Association) than it was in 1908. The power of the unions has been pretty thoroughly undermined, with the result that there are fewer union men to be eliminated. The membership of the International Seamen's Union, exclusive of cooks and firemen, from 1908 to 1914, was as follows:³

Year.	Membership.
1908 -----	25,500
1909 -----	16,800
1910 -----	16,000
1911 -----	16,000
1912 -----	16,000
1913 -----	16,000
1914 -----	16,000

It must be remembered that these figures include the maritime unions of the Atlantic, Pacific, and Gulf coasts. There is no doubt that the Lakes district unions have suffered by far the greater part of this loss. It is said that in 1902 the unions had enrolled every man on the boats from the captain down. In a pamphlet by the president of the International Seamen's Union⁴ the number of seamen (including sailors, cooks, and firemen) in the three unions of the Lakes district is given as 9,728, of whom 4,239 are classified as sailors, and are members, therefore, of the Lake Seamen's Union. The following membership figures, taken from a table in this same pamphlet, show how poorly organized are the seamen of the Lakes in comparison with the salt-water sailors on both coasts.

¹ Coast Seamen's Journal (Mar. 24, 1900), vol. 22, No. 27, p. 8.

² For affidavits in regard to alleged discrimination, see Appendix C, pp. 50-57.

³ Adapted from Geo. E. Barnett: "Growth of labor organization in the United States," Quarterly Journal of Economics (August, 1916), vol. 30, p. 842. (The figures were taken from American Federation of Labor reports.)

⁴ Furuseth, Andrew: American Sea Power and the Seamen's Act (1917), p. 8.

MEMBERSHIP OF MARINE UNIONS ON THE GREAT LAKES AND THE ATLANTIC AND PACIFIC COASTS, 1917.

Occupation.	Pacific coast (about 90 per cent organized).	Atlantic coast (sailors about 70 per cent, firemen 50 per cent, and cooks 60 per cent organized).	The Great Lakes (about 50 per cent organized).	Total.
Sailors.....	6,669	7,056	4,279	18,864
Firemen.....	3,011	6,567	4,416	13,994
Cooks.....	2,847	5,629	1,073	9,549
Total.....	12,527	20,152	9,728	42,407

GROWTH OF THE WELFARE PLAN.

The Lake Carriers' Association has gradually extended the membership and influence of the welfare plan. This is indicated by the following figures furnished by the secretary: ¹

Year.	Standard number of jobs on association boats.	Number registered in welfare plan (welfare men).
1911.....	8,030	15,106
1912.....	9,638	18,194
1913.....	10,476	19,553
1916.....	12,000	19,787

¹ Approximate.

It is evident that the normal number of men employed at any one time on the Association's boats increased from 8,000 in 1911 to 12,000 in 1916, and the number registered with the Association as "welfare men" increased during the same period from 15,000 to nearly 20,000. Throughout the period there have been, roughly speaking, two registered welfare men for each job on Association boats. The great preponderance of welfare men on its fleets, and indeed their great preponderance among the whole body of lake seamen, is made very apparent when it is recalled that the number of seamen on the Lakes in 1917 is about 19,456.² The figures given above show that there were 19,787 men registered in the welfare plan in 1916.

The enrollment (i. e., number registered) in the welfare plan by years from 1909 to 1916 has been as follows:

¹ Annual Report of Lake Carriers' Association, 1916, p. 33.

² Furuseth, Andrew: American Sea Power and the Seamen's Act (1917), p. 8.

Year.	Membership.
1909	9, 752
1910	11, 731
1911	15, 106
1912	18, 194
1913	19, 553
1914	15, 145
1915	15, 935
1916	19, 787

The number of shipments through the machinery of the welfare plan for the period 1913-1916, inclusive, has been as follows:

Year.	Number of shipments. ¹	Average size of crew.
1913.....	52, 094	25
1914.....	28, 219	25
1915.....	40, 441	25
1916.....	73, 823	28

¹ Not the total number of men shipped. If the same man is shipped 3 times, it is counted as 3 shipments.

PRESENT WORKING OF THE WELFARE PLAN.

At the present time the Association instructs its commissioners to ask no questions regarding union affiliation or activity when enrolling men or sending them to ship captains. The ship captains are also expected to follow the same policy. It is quite evident that these instructions are pretty uniformly obeyed by the commissioners and probably by a large proportion of the ship captains. All of the commissioners interviewed stated that they asked no questions regarding union affiliation. But the rule is that welfare men in good standing shall always be given the preference and welfare men have all signed the "antiunion pledge." Technically, then, the discrimination is against nonwelfare men, but those in the latter class who are not union men are usually enrolled and put on a ship (or if necessary put on a ship without being enrolled) before union men are considered.¹ It is admitted by Association officials that discussions of unionism are prohibited in the assembly rooms. The secretary says that this is done for the sake of preserving order. The unions say that the preservation of order is merely the pretext. However this may be, it is a fact that the commissioners do carry out their instructions about these discussions in the assembly rooms. Moreover, no union agitation is allowed on board the boats. This is insisted upon most emphatically by more than one representative of the Association.

¹ See Appendix C, pp. 50-57, and also Secretary Marr's letter in Appendix A, p. 42.

As already intimated, when there is a scarcity of labor, it is often necessary to ship sailors who are not welfare men. In such cases every effort is made to have the men sign up by the time the boat is in port again. If there are a number of nonwelfare men on any particular boat a letter may be sent from the secretary of the Association to the captain of the ship impressing upon him the desirability of getting these men enrolled. A retired ship captain who was for a number of years in charge of one of the Association vessels says that the Association has its agents, either on board ship en route or aboard ship at the dock, constantly employed in recruiting men for the welfare plan. He declares that fifteen years ago hardly a sailor could get work on a lake boat if he was not a union man, whereas to-day a sailor can scarcely get a job unless he is a "welfare man," and if he is a union man there is almost nothing he can do except perjure himself and disclaim all such affiliations. In this respect the welfare plan organization of the Lake Carriers' Association stands out, in the eyes of union men, as a kind of benevolent "union," managed by the vessel owners on the open-union-closed-shop policy. In spite of the open-shop declaration, the Association welfare organization is very nearly a closed-shop body and is being made as nearly so as the member vessel owners are able to make it. This is not to say that union men are not allowed on the Association boats. The point is that they must be welfare men, and to be welfare men they must be merely passive union men.

Mr. Victor A. Olander, the secretary of the Lake Seamen's Union, thinks that the welfare registration system is carried out in part by giving men unfair ratings on their discharge—rating them either too high or too low—and that there is a more or less deliberate idea that the man who is or who has formerly been a union man will get a shade the worst of it on his discharge. The fundamental evil of the plan, as Mr. Olander views it, is the repression of the spirit not only of organized seamen but of individual seamen, whether or not they are union men.¹ "It serves," he says, "as a method of constant repression among the men. Its purpose is to prevent them from using their organization to create better conditions for themselves."²

POSITION OF THE LAKE CARRIERS' ASSOCIATION AS TO THE WELFARE PLAN.

On the other hand the officials of the Association say very positively that there is no discrimination against the union; that the Association is simply making strictly neutral efforts to enforce their open-shop policy.

¹ United States Congress. Hearings before House Committee on Investigation of the United States Steel Corporation, Vol. IV, p. 8023.

² *Ibid.*, p. 3020.

Mr. George A. Marr, the secretary of the Association, reiterated this denial of discrimination before the United States Commission on Industrial Relations. "We have instructed our commissioners," he added at the same time, "to register as able seamen only those who are able to show by credentials of some kind that they have had the requisite experience * * * to qualify as able seamen. We have stated to them that as such credentials we will accept their salt-water discharges, or the statement of any officer of a vessel with whom they worked, the commissioner's own personal knowledge of a man, or their union book."¹ He said that the chief trouble with the union previous to the introduction of the welfare plan was with the maintenance of discipline when crews were recruited through the unions and made up almost entirely of union men.² "It was a condition," he declared, "that had gradually grown up to the point where the vessel owners thought they could stand it no longer. They had lost the discipline of their ships to a large extent." There seems to be no complaint that the unions did not fulfill their agreements. Indeed, the president of the Association explicitly stated that no such charge could justly be made.

LABOR TURNOVER ON THE GREAT LAKES.

Reference has already been made to the heavy turnover of labor on the Great Lakes. Regardless of whether union control or Association control was most equitable, it seems certain that the work of a sailor on the Great Lakes was no more attractive an occupation in 1916 than it was under the union régime, prior to 1908. In spite of the welfare plan—and no doubt in part because of it—there were in 1913, on the average, nine changes made to keep each deck hand job filled; six changes for each porter's job; six for each fireman's; four for each wheelman's; four for each watchman's; and four for each ("second") cook's. In 1913, when the normal number of men required to completely man the Association's fleet was 10,476, the number of shipments was 52,094, making a turnover of about 400 per cent. In 1916 the situation was still worse. In that year, with a normal aggregate crew for all the fleets of not more than 12,000 men, there were shipped 73,823, making a turnover of more than 500 per cent. More detailed figures regarding shipments made on Association boats in general are given in Appendix B (pp. 47-49).

CONCLUSIONS.

This evidence of the continuing dissatisfaction of the sailors with their jobs on the Lakes, in addition to the evidence herewith submitted showing the existence of a system of practically compulsory registra-

¹ United States Commission on Industrial Relations. Final Report and Testimony, vol. 2, p. 1241.

² *Ibid.*, p. 1243.

tion and continuous-service records which actually operates as a black list or, at the best, holds the threat of the black list over the seamen, indicates pretty clearly that there is something radically wrong with the present system of labor employment on the Lakes. Many seamen are bitterly antagonistic to this "welfare-plan" shipping system. This opposition is partly due to the fact that, apart from its merits or demerits, they feel that it is a system imposed upon them—a plan in the operation of which they have no part. They consider it undemocratic and feel that it seriously infringes upon their freedom of action and upon their right to organize among themselves for the betterment of the conditions under which they work.

Regarding the motives which animate the governing officials of the Lake Carriers' Association it is not to be questioned that the desire of these associated vessel owners is to increase efficiency; to improve the quality of the personnel of the crews; to improve conditions aboard ship and ashore; to maintain better discipline; to avoid labor troubles; to facilitate the work of recruiting crews for their fleets; and, in general, to make the sailor's calling a more pleasant and profitable one. These objects are far from being realized; partly, perhaps, because the sailors may not understand or appreciate the motives of the vessel owners. It is believed by the union officials, however, that not many of the sailors are ignorant of the formal objects of the welfare plan. Their reaction against the plan results from the conviction—based on their own experience of it in actual operation—that the formal objects are not only not attained but merely serve to conceal the discriminative antiunion effects which are actually brought about by it. Many sailors, no doubt, exaggerate the situation, and all are more or less influenced psychologically by the fact that the most important member of the Association is a subsidiary of the Steel Corporation. They are likely to infer more from this fact than the evidence seems to warrant. Perhaps, also, that "dread of the black list" of which union officials so often speak is sometimes the product of the sailor's imagination. Yet there seems to be no doubt that the welfare plan, whether or not it is so intended, is admirably suited to limit the seamen's freedom of action and to preclude effective organization among them.

Since this investigation was completed there have been important developments in the labor situation on the Great Lakes. The seamen's unions in the Lakes district ordered a strike for October 1, 1917, for the abolition of the "welfare plan"—particularly for the abolition of the continuous-discharge-book feature of the plan—and for higher wages. The wages issue was secondary. In view of the contemplated strike the United States Shipping Board asked ex-Gov. Robert P. Bass, of New Hampshire, to make an investigation of the

welfare plan and discharge-book system. Meanwhile Mr. R. B. Stevens, vice chairman of the Shipping Board, conferred with representatives of the lake seamen's unions and the Lake Carriers' Association. As a result of these conferences the "Shipping Board has been assured that the Lake Carriers' Association will accept any decision the Shipping Board may make relative to wage rates, and while it will not of its own motion abolish the welfare plan, it will abolish the discharge book or modify the welfare plan in any manner the Shipping Board may direct after fair investigation."¹ In regard to the contemplated strike the Shipping Board recommended that it be postponed until such time as the investigation to be made by ex-Gov. Bass could be completed. The unions and the Association accepted these recommendations and the strike was postponed.²

The Bass investigation has now been completed and a report made to the Shipping Board. The result of the investigation is summarized in a telegram from Vice Chairman Stevens to Secretary Victor A. Olander, of the Lake Seamen's Union:

The Shipping Board has received the report of the investigation into the welfare plan and discharge book of the Lake Carriers' Association in operating 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. It is believed, however, that certain features of the discharge-book system are of value both to management of the shipping industry and to the men.³

According to newspaper reports the old discharge-book system will be replaced by "a discharge-certificate system operated under Government supervision."⁴

¹ From a statement signed for the United States Shipping Board by R. B. Stevens, vice chairman, and published as a leaflet by the Marine Firemen, Oilers, and Water Tenders' Union of the Great Lakes. The leaflet is reprinted as Appendix D of this report.

² Ibid.

³ Detroit Free Press, Oct. 31, 1917 (dispatch dated Chicago, Nov. 1).

⁴ Ibid.

APPENDIX A.—DOCUMENTARY EVIDENCE RELATING TO THE LAKE CARRIERS' ASSOCIATION'S WELFARE PLAN.

STATEMENT OF THE LAKE CARRIERS' ASSOCIATION, 1908.¹

(Issued simultaneously with the publication of the text of the welfare plan.)

It is common knowledge that prior to 1902, what is now referred to as the "open-shop" principle prevailed on lake vessels. Indeed, it was to make this more assured that the Cleveland Vessel Owners' Association was formed in the early eighties. After that association was absorbed in the Lake Carriers' Association in 1891, shipping offices were established in various lake ports. Most satisfactory efforts were made in various ways to improve the quarters and every living and other condition of men on shipboard. Then, having in mind the example of some of the railroad companies and the so-called Shipping Federation in Great Britain, and other efforts by industrial concerns encouraged by commercial bodies in this and other countries, the question was considered of establishing, in the principal ports, club rooms, for the use of which seamen should pay a small due, but enough to give the independent feeling of paying something toward their maintenance, together with some death benefit or scheme of mutual insurance, to which the employer would contribute, either directly or by guaranteeing a fund, all without restriction of or reference to the right of the employee to be a member of any union or society of any kind for any purpose, and of necessity having in view to give those coming within, and helpful in its proper success, reasonable preference in employment to the end of improving the service generally and in the interest of every one concerned.

A committee of eighteen, including some of the most prominent owners and managers on the Great Lakes, was appointed; subcommittees investigated; preliminary reports were made, and on the 15th day of January, 1901, the executive committee, without dissent, voted, approving the general project and laid it before the members at the annual meeting. On the 16th and 17th of that month it was the chief topic of discussion at the annual meeting, at the close of which the members of the Association present, by unanimous rising vote, approved the general project and appointed a committee to work it out in detail.

The records and papers of the Association show that discussion was of a plan for closer relations between officers and men and owners of vessels in the membership of the Lake Carriers' Association, and at the close of the discussion the adoption was of well-considered, but still to an extent tentative, suggestions of the committee on the general proposition that there should be established a system through which there should come to all officers and employees prompt financial assistance in case of injury, incident to the employ-

¹ United States Congress, Hearings (Feb. 17, 1910) before the House Committee on Merchant Marine and Fisheries, "Better protection of lives of passengers and seamen," pp. 56-60; also in a pamphlet reprint: Cause of the Seamen's Strike, pp. 12-17.

ment, and therewith proper preference of employment on vessels of the Lake Carriers' Association, leaving every man free to exercise fully his desire to be a member of any other beneficial association or union.

As the result of such preliminary investigation, reports, and the broad discussion and action at the annual meeting of 1901, the same or a similar committee reported that it is practical, and that all owners and employees would find it of mutual interest in uniting and sustaining a beneficial federation of captains, mates, engineers, and all other employees.

Without setting out here in full their report, it included:

The appointment of a board of five trustees to administer the benefit feature.

The agreement of the vessel owner to bear an expense equal to 1 per cent per ton on his enrolled tonnage;

That any man employed on the vessels in the Lake Carriers' Association should, on application, be supplied with a benefit book with graded amounts;

The application of the benefit to cases where accident clearly arises out of the employment.

Following this a plan was formulated, including the administration of the affairs by a board of 5 members, with the aid of an advisory committee of 15 members to be chosen by the members of the Association in annual meeting. Authority over the administration and for the final decision of every question that might arise concerning the benefit and its disposition was to be with this advisory committee, acting with the aid and recommendation of the board of trustees. It was proposed to give to all this the name, "Lake Carriers' Beneficial Federation." It was proposed that everyone on board ship would be eligible; that membership should not be construed to interfere in any way with being at the same time a member of any other association or union; that in view of the beneficial purposes, however, preference in employment should be given, as far as practicable, to members; that applications for membership be made upon printed forms, warranting the facts stated as to experience and with pledge to comply with all the rules and regulations; that there should be a membership fee of \$1; the issuing officer and secretary of the association to maintain permanent written records; that on employment the benefit book should be handed to the master to insure a record of the date and nature of the employment, and be retained by him, and the duty imposed on the master of making record of the character of service and reason for discharge on a man leaving the ship, failing compliance with which the book issued would cease to represent membership. The master was to be required to report to the secretary cases of desertion, failure to serve, and other misconduct, with authority in the board of trustees, or such representatives as they might select, to pass upon the circumstances and go so far as to cancel and void the membership.

In February the executive committee of the Association sent out a copy of a tentative plan, which had been prepared by the then secretary, Mr. Charles H. Keep, with the aid of investigation by the special committee. The committee had considered the plan of what was known as the English Federation, which had some features in common, and plans of mutual insurance by various railroads and other companies; and the whole matter was expected to be definitely formulated and put into operation by and confirmed at the annual meeting in January, 1902. Then, before having worked out the plan in detail or establishing the exact basis, some of the unions proposed to undertake this feature of the work if contracts were made with them for the supplying of men, and the Lake Carriers laid aside its plan after discussion, and not without considerable division of opinion, a majority being willing to at least test their purpose and ability to handle the subject with fairness toward owners and men alike acceptably in the case of all below the grade of officers through

unions which existed or were forming. Accordingly contracts were made with various unions looking to their supplying all the men by their unions, which also provided to deal justly in cases of injury, disability, or death in the service, but leaving the system of individual contracts with officers.

This plan was pursued from that time until and including the season of 1907. From the beginning there was complaint, which increased, and covered the furnishing of men promptly, the service rendered, the continuity of the service according to articles signed, bitter complaint on the part of the men and their dependents of the administration of the benefit feature.

Complaint came from the masters and mates in the deck department, and from the engineers in their department, of inability to have the business of the ship conducted except upon rigid lines either of contract or of union regulation; that the discipline of the ship was too often dissipated by consideration of the precise terms of contract made in advance as to what a man should be called upon to do in a given case, and that the real business essential to the safety of the ship and the due performance of her business was subordinated to technical questions of contract as interpreted by the unions or by individual members of the crew, whose contentions were generally and almost as a matter of course maintained by the unions.

These complaints came in increasing volume and force, and the discussion of April 9, 1908, participated in by members representing nearly all of the tonnage in the Association, brought out very forcefully the importance in general safety of these propositions—

1. That it is impossible to define in advance the precise duty and order of performance of duty by the officers and men who follow this calling.
2. That, as our tonnage is principally steam, the due and proper performance of duty must be in the direction and control of the executive officers according to department.
3. And, finally, that there must be, following the experience from the very beginning of maritime enterprise, some one afloat with the ship—that is to say, the master—as the vice principal of the owner and in a proper sense responsible for the general condition and performance of the crew.

But to the members of the Association, many of whom, perhaps most of whom, have seen service, also it was apparent that this all can be accomplished, and best accomplished, by just and reasonable consideration of what is best for everyone in the ship's company; that there should be clean, sanitary quarters, good ventilation and good tools to work with; there should be good and sufficient food; that the wages of employees should be as liberal as the condition of the business will justify. But, also, it was the spirit of the discussion that the character of the service, the conditions, the exact thing to be done at any time, where a single ship includes property of great value and lives which may not be measured in money, may not be left in the hands of a half dozen unions, dealing with as many departments of the ship and dictating the employment and the service, with the asserted right to withhold, if necessary, altogether such service, on some general rule, made ashore, without reference to the circumstances demanding attention and care and nautical skill and judgment. In other words, the service on board the ship must be homogeneous, and statement after statement of owners and managers was of the constant complaint of their licensed officers that this had proved impossible under the system of union contracts, to which they had been subjected by the action of the owners, for the equal good of the owner, the employee of the ships, and the dependent trade, and so it is resolved—

1. That the owners of ships on the Great Lakes do now declare that the open-shop principle be adopted and adhered to on our ships.

2. That the Lake Carriers' Association stands for the foregoing principle.
3. That the matter be referred to the executive committee, with full power to act and carry out this principle.
4. That it should be the aim of the committee in the means they shall adopt to recognize a fair and equitable rate of wages, to insist upon such regulations as shall promote the comfort and well-being of the employees, shall put the discipline of the ship in the hands of her executive officers, and, tendering liberal appropriate wages and conditions, requiring in response appropriate, diligent, and prompt service from the members of the crew.
5. And at this meeting, representing 91 per cent of the tonnage of the Association, as a definite and specific support to the committee, it is voted to adhere to and observe this action, referring also any and all special cases to the committee.

The foregoing data is reproduced for the purpose not of informing, but of calling back to the attention of the members that, with the exception of the time during which we were willing to chance, and in the view of a considerable minority undertook without proper assurance to chance, the performance through the unions of public and private duties primarily resting on the owners of vessels of the United States and on their licensed officers, and the due prosecution and protection of the business with its obligations as to the security of life and property and compliance with governmental regulations, the vessel owners of the Great Lakes have recognized the necessity of having these matters in the control of the parties charged and intrusted and responsible for the due performance of all these obligations.

The project of leaving a feature of this to the unions failed ignominiously, and there is probably to-day no man associated in any responsible manner with the performance of these duties who takes a contrary view. The result then, of the resolutions of April 9, 1908, was not merely to express a criticism, but to take back into the proper hands the due discharge of these duties and responsibilities.

But it must not be overlooked, and credit is due to the members of the Lake Carriers' Association, that in its very first action looking to this, specific direction was given to its executive committee that it be done with all regard to liberal wages, good conditions, and every fair consideration for every employee on board ship.

The executive committee charged with this duty, completely rounded out in the directions, took up the subject accordingly of putting the discipline of the ships back into the hands of the executive officers, of seeking proper means to enable them to obtain proper help on the ship, of dignifying the positions of the officers and bettering the conditions of all on board.

The plans so nearly worked out in 1901 naturally claimed attention. This has been worked out on the lines of railroad and other industrial co-insurance and a shipping federation in England, reports of civil and industrial associations as to the organizations under such general recommendations. Since 1901 had come some governmental regulations in this and other countries. Governmental compulsory insurance or co-insurance and compulsory compensation acts had been put in force, some, unfortunately, so recent as not to have developed positive results, and all of these had to be gone over. The most careful investigation was made, and a plan was adopted, not at haphazard, but along general lines, in every respect where possible checked up and tested by the experience of some one or more of the different lines of endeavor by Government or individuals in this and other countries toward the same end, the result of which is the plan adopted by your executive committee, after conference with the board of directors and with other owners and upon all

information and advice they could obtain from every source, confidently put forward by them as designed to carry out the purposes sought. The plan involves the consideration that as the master is in the nature of things, and by established law, the vice principal of the owner, and in case of emergency becomes the agent from necessity of the cargo and its owners, and is in general charged with the safety of the whole adventure contained in his ship, he should be made an associate member of the Lake Carriers' Association.

That the chief engineer of these great ships, with their complicated machinery, and responsible only in less degree for her safe operation, should have the supervision of the men employed in his department and for whose actions he is responsible.

That the executive officers of the ship would have sufficient authority to carry on the business of the ship according, not alone, to their opinion, but their responsibility from time to time as the occasion arises for judgment and for action, and must not be hampered in the due and lawful exercise of such authority by rules or conditions unknown to law.

That by reason of the uncertain duration of employment of the crews in general, absolutely broken by the four or five months of winter closed season, things looking to coinsurance and cooperation are difficult of application and would be unjustifiably burdensome in the administration.

But, nevertheless, it is meet and proper that by reason of their greater financial ability the employers should in some direct and simple manner advance and pay proper amounts, corresponding to the contributions or guaranties of funds usually found in the voluntary or statutory requirements of coinsurance and compensation, and that while the Lake Carriers' Association does not manage ships and does not employ labor, it can and is under obligation to perform one of its important functions in ascertaining the fitness of men and giving them certificates of recommendation of such fitness as an aid to them in obtaining employment.

And in view of the character of employment the obligation of the employer outside of mere wage, permeating all insurance and compensation and other aids, obligates the members of the Lake Carriers' Association to furnish reasonable, attractive, and helpful club or assembly rooms on shore for the men. In respect to this it was considered that the proper conduct and appreciation of these rooms, as well as a feeling of self-respect, equally recommend a small charge to be made to the men for their use.

But in respect to the benefit in case of death or shipwreck, this, it was considered, should not be a matter of purchase or barter, but, by reason of its exigent necessity, should be made free and represent the employers' contribution in a movement of this character.

By reason, again, of the uncertainty of employment inseparable from this kind of service and in the interests of simplicity and promptness, it was regarded wise to make no exception whatever as to the manner in which an accident had occurred, whether by fault of one party or the other, or whatever the character or how gross that fault might be, but make the simple happening of the accident the basis of payment of the benefit.

Also, while the general basis of compulsory compensation and compulsory or cooperative insurance carries with it a condition that its acceptance supplants the claiming of damage by suit at law, in the same direction of simplicity and to make the contribution effective, the idea prevailed that this payment should be absolute, not only regardless of any question of negligence in the first instance, but without limitation or other effect on the right to proceed to court in any manner for legal damages.

As to the question of sick benefits or compensation in case of partial injury, this was omitted by reason of the present rights of seamen under the law in respect to care and wages in such case.

Also, it was the idea to not only make these provisions perfectly simple and free from red tape, but to confine them to those things which must compel the concurrence of fair-minded persons which are within the justifiable limit of expense, with the suggestion, as made in the report of the executive committee, that this shall be expanded so far as experience shall recommend and show its propriety. And, finally, the ideas prevailed that it is not the prerogative of either the employer or the employee to regulate the conduct of the other or furnish any precise lines in his living, his faith, his beliefs, his associations, but that the rights are reciprocal as they are equal; that, according proper and reasonable conditions of wages and service from employer to employee, as well as from employee to employer, both employer and employed shall have good right to follow his own preferences and wishes in regard to unions, associations, and affiliations, whether these be religious, philanthropic, or industrial.

It is in this spirit the following preamble and report of the executive committee was prepared and adopted:

CONTENT OF THE PLAN.

In 1901 the Association was about to put into effect so far as it could a plan in respect to assuring reliable officers and seamen on the broad lines of what is commonly known as the "open-shop principle," with full freedom of contract for the best interest and safety in operation of the lake trade, including promise of assembly club rooms, with the further idea to be developed of a modern sailor's institute and home adapted to lake conditions. This movement was interrupted by the proposal brought forward by various unions and associations, which included many of the employees of lake ships, that if they were intrusted with this responsible duty they would furnish the necessary number of competent men, would better the service, and, along with this, care for that feature of the Lake Carriers' plan to make provision for exigencies which, in the employment, come to men and their families, and all with some suitable consideration for the men when ashore.

The Association was so induced to set aside its own plan for the time in favor of these proposals, which were given more than a fair trial during the ensuing six seasons. That it proves a complete failure was the expressed opinion of owners and representatives of over 90 per cent of the tonnage represented in the Lake Carriers' Association who, in a meeting on April 9, 1908, declared unanimously that—

"The experience of the shipowners, managers, and licensed officers for the past years has demonstrated the necessity of what is referred to as the open-shop principle in order to give that control and direction of the ships which is required for the equal good of the owner, the employee of the ships, and the dependent trade."

And so reverted to the principle formerly considered as the one suited to conditions, and the matter was referred to the executive committee with power to act; the member saying, further, that—

"It should be the aim of the committee in the means they should adopt to recognize a fair and equitable rate of wages, to insist upon such regulations as should promote the comfort and well-being of the employees, shall put the discipline of the ship in the hands of her executive officers, and tendering

liberal, appropriate wages and conditions, require in response diligent and prompt service from the members of the crew."

Your committee taking up the data, reports of committees, and plan of operation so far as worked out in 1901, have examined these in the light of intervening experience and the evils which compelled the declaration and resolutions of April 9, recognizing that the Association has no management of ships and is not the employer of crews, but has as one of its objects, "to establish and maintain shipping offices for the convenient securing of seamen for the vessels on the Great Lakes, their connecting and tributary waters, to establish and maintain, by contract or otherwise, such amicable relations between employers and employed as will avoid the public injury that would result from lockouts or strikes in the lake carrying service; to provide for the prompt and amicable adjustment of matters affecting shipping and the interests of vessel owners on the Great Lakes."

Pursuant to the duty and authority put upon it by the members, and more recently by the board of directors, your committee has concluded to adopt and put in practical form the plan in contemplation in 1901 for the betterment of conditions, uplifting and dignifying the service, better protection of life and property afloat, with a reasonable and proper consideration for the employees and their designated beneficiaries, to the end that a careful and sufficient test be made of our plan, and as the same shall develop through experience. This we make available to every officer and man without regard to membership or affiliation with any union or association, industrial, religious, or philanthropic, based alone on competency for reasonable performance of duty, and without expense except for the use and privileges of the assembly rooms and their conveniences, which we have put at the nominal sum of 8½ cents per month to seamen and a somewhat higher charge to officers, this being also with a feeling that the fact of paying something dignifies the position of the seaman in their use. With this will go certificates of ascertained fitness, record of service as evidence and credential to him, and then having regard to the numerous cases where accidental death in the employment and the loss of effects and the expenses of return have involved unnecessary delays, complication, and hardship, we provide, independent of all questions of fault or liability of the owners, or of anyone, in reasonable manner to meet such exigent expenses at the charge of the Association without cost to the employee.

Appreciating that in the progress of working out our plan some changes will probably be necessary as, for example, the development of the assembly or club rooms will be carried out as fully as warranted, and possibly an additional charge may be justified; and it is hoped that a plan for a sailor's home and institute may be put into operation under the auspices or with the cooperation of the Lake Carriers' Association, we now report that we have adopted the following plan, cooperation in which is asked on the part of the members of the Association and the officers of the ships in their employment and dealing with officers and seamen:¹

¹ Here follows a copy of the text of the welfare plan, for which see pp. 13-15.

FORM OF APPLICATION FOR ABLE SEAMAN'S CARD.

No.

LAKE CARRIERS' ASSOCIATION.

APPLICATION FOR ABLE SEAMAN'S CARD.

The undersigned, _____ representing his experience as stated below, applies for the use and privileges of the assembly rooms and conveniences, with any extension thereof, of the Lake Carriers' Association, according to the rules for their use, for which he pays an annual due of one dollar (\$1) per year in advance.

He represents that he was last employed as _____ on the vessel _____ and has had in all _____ years experience on the Great Lakes, and further represents and pledges that

From engagement on any vessel included in the membership of the Lake Carriers' Association he will perform all his lawful duties regardless of whether any officer or member of the crew may or may not be member of any union or association, failure in which shall be good ground in the final discretion of the Lake Carriers' Association for revocation of this card.

Particulars for identification to prevent any misuse of this card:

Address _____

Place of birth _____

Age _____ Height _____ Complexion _____

(Signature of applicant.)

FORM OF APPLICATION FOR ORDINARY SEAMAN'S CARD.

No.

LAKE CARRIERS' ASSOCIATION.

APPLICATION FOR ORDINARY SEAMAN'S CARD.

The undersigned, _____ representing his experience as stated below, applies for the use and privileges of the assembly rooms and conveniences, with any extension thereof, of the Lake Carriers' Association, according to the rules for their use, for which he pays an annual due of one dollar (\$1) per year in advance.

He represents that he was last employed as _____ on the vessel _____ and has had in all _____ years experience on the Great Lakes, and further represents and pledges that

From engagement on any vessel included in the membership of the Lake Carriers' Association he will perform all his lawful duties regardless of whether any officer or member of the crew may or may not be member of any union or association, failure in which shall be good ground in the final discretion of the Lake Carriers' Association for revocation of this card.

Particulars for identification to prevent any misuse of this card:

Address _____

Place of birth _____

Age _____ Height _____ Complexion _____

(Signature of applicant.)

42 EMPLOYMENT SYSTEM OF LAKE CARRIERS' ASSOCIATION.

LETTER FROM SECRETARY OF ASSOCIATION RE COMPLAINT AGAINST
COMMISSIONER.

[Copy.]

LAKE CARRIERS' ASSOCIATION.
EXECUTIVE COMMITTEE.

CLEVELAND, OHIO, August 23, 1911.

Secretary's Office:

Complaint against

J. McJeskey, Commissioner.

Mr. _____.

DEAR SIR: Referring again to your letter of August 17, would say that I have looked into the matter of your application for a berth and find that in response to the application which you filed with our commissioner he sent for you to fill an application from the steamer *City of Naples* as assistant engineer and after some conversation with you in regard to the welfare plan asked that you call on the chief engineer and if engaged by him he would undertake to assist you in becoming enrolled in the welfare plan, but that you did not return to the ship nor come back to our office. Under these circumstances I do not see that you have very much cause for complaint.

There is no requirement on the part of the Lake Carriers' Association that men shall belong to the welfare plan in order to secure employment on the vessels other than that the officers of the boats insist that men employed on their vessels be welfare men and where a man not so registered is sent to the vessel from our assembly rooms they make some complaint.

Yours truly,

GEO. A. MARE,
Secretary.

ASSOCIATION'S SHIPPING CARD OR CERTIFICATE FOR ABLE SEAMAN.

Walter Smith, Signature of Holder.	LAKE CARRIERS' ASSOCIATION.	No. 32760.
	ABLE SEAMAN'S CARD.	
	Buffalo, N. Y., May 6, 1912.	
	This certifies that upon the application of the holder and the best information available to the Lake Carriers' Association, <i>Walter Smith</i> is competent to perform the duties of able-bodied seaman as <i>fireman</i> .	
	This card is issued on the representations of the applicant and his pledge to perform his lawful duties whenever engaged on a vessel in the membership of the Lake Carriers' Association faithfully and regardless of whether any member of the officers or crew may or may not be members of or affiliated with any union or association, subject to revocation for violation thereof.	
	This card for one year and while unrevoked entitles the holder to all privileges of any assembly rooms of the Lake Carriers' Association under the rules for their use.	
	LAKE CARRIERS' ASSOCIATION, By <i>W. Livingstone</i> , President.	
	Attest: <i>Geo. A. Marr</i> , Secretary.	
	PARTICULARS OF IDENTIFICATION.	
	Address, <i>710 William Street, Buffalo, N. Y.</i> Place of birth, <i>Russia</i> . Age, <i>23</i> . Height, <i>5 feet 9 inches</i> . Complexion, <i>fair</i> . <div style="text-align: right;"> <i>A. H. Limerick</i>, Commissioner. <i>F. D. B.</i> </div>	

NOTE.—The card of able-bodied seamen is issued for duty as wheelsman, lookoutsman, fireman, oiler, water tender on steamers and to mates, seamen, and donkey men on barges and to all stewards. Annual renewal is required.

ASSOCIATION'S SHIPPING CARD OR CERTIFICATE FOR ORDINARY SEAMAN.

Frank Summers, Signature of Holder.	LAKE CARRIERS' ASSOCIATION.	No. 270240.
	ORDINARY SEAMAN'S CARD.	
	March 13, 1911.	
	Issued at Chicago, Ill., office.	
	This certifies that upon the application of the holder and the best information available to the Lake Carriers' Association, <i>Frank Summers</i> is competent to perform the duties of ordinary seaman as <i>deck hand</i> .	
	This card is issued on the representations of the applicant and his pledge to perform his lawful duties whenever engaged on a vessel in the membership of the Lake Carriers' Association faithfully and regardless of whether any member of the officers or crew may or may not be members of or affiliated with any union or association, subject to revocation for violation thereof.	
	This card for one year and while unrevoked entitles the holder to all privileges of any assembly rooms of the Lake Carriers' Association under the rules for their use.	
	LAKE CARRIERS' ASSOCIATION, By <i>W. Livingstone</i> , President.	
	Attest: <i>Geo. A. Marr</i> , Secretary.	
	PARTICULARS OF IDENTIFICATION.	
Address, <i>State Street, near Van Buren, Chicago</i> . Place of birth, <i>Ireland</i> . Age, <i>33</i> . Height, <i>5 feet 8 inches</i> . Complexion, <i>dark</i> . <div style="text-align: right;"> <i>R. Eaton</i>, Shipping Master. <i>Per Geo. Galbraith</i>. </div>		

NOTE.—The card of ordinary seaman is issued for duty as second cook, waiter, porter, and dock hands. Annual renewal is required.

EMPLOYMENT SYSTEM OF LAKE CARRIERS' ASSOCIATION.

ASSOCIATION'S IDENTIFICATION CARD.

LAKE CARRIERS' ASSOCIATION.		1910	This card will serve for identification of bearer in going to and from his ship.
IDENTIFICATION CARD.			
For steamer	<i>Salt Lake City.</i>		
Lying at	<i>Lorain, Ohio.</i>		
Recommended as	<i>D. H.</i>		
<i>L. C. S.</i>		<i>John M. Nahrmyer,</i>	
<i>Lorain, O.</i>		<i>Commissioner.</i>	
<i>May 23, 1910.</i>		<i>G. M. Lewis,</i>	
		<i>Signature of employee.</i>	
Discharge book No.			

(Reverse.)

LIST OF ASSEMBLY ROOMS.		
FORT.	LOCATION.	TELEPHONE.
Buffalo.....	61 Terrace, Cor. Franklin.....	Seneca 1285
Conneaut.....	183½ Park Ave., Strauss Block.....	Bell 198
Ashtabula.....	Strauss Block.....	{ Local 593-J
Cleveland.....	1405 West 9th St.....	{ Main 55
Lorain.....	On the Viaduct.....	{ Bell Main 989
Toledo.....	102 Marine Bldg., Water St.....	{ Cuy. Central 744
Detroit.....	Foot of Bates St.....	{ Cuy. Main 941
South Chicago.....	3209 92nd St.....	{ Main 3770
Chicago.....	73 West Van Buren St.....	{ Main 3691
Milwaukee.....	280 West Water St.....	{ So. Chicago 93
Duluth.....	Foot of 5th Ave., West.....	{ Harrison 4853
		{ Grand 2360
		{ Melrose 1808
A. R. Rumsey, Chief Commissioner.		
Phones: Bell Main 3337; Cuy. Cent. 7211.		
223 Western Reserve Building,		Cleveland, Ohio.

ADVERTISEMENTS FOR NONUNION SEAMEN.
(Copy.)

["New York World" April 16, 1908.]
SEAMEN (able bodied), wheelsmen, watchmen, nonunion, to work on the Great Lakes; good wages, including transportation and subsistence; write, stating experience. Address R 428 World.
["Baltimore American" April 18, 1908.]
ABLE-BODIED SEAMEN, wheelsmen, watchmen (nonunion) to work on the Great Lakes; good wages, including transportation and subsistence. Write, stating experience, 1208, Route 51, General Postoffice, New York, N. Y.
DECK HANDS, Firemen, Oilers, Cooks (nonunion) to work on the Great Lakes; good wages, including transportation and subsistence. Write, stating experience, 1208, Route 51, General Postoffice, New York, N. Y.
["New York World" April 17, 1908.]
DECK HANDS, firemen, oillers, cooks, nonunion, to work on the Great Lakes; good wages, including transportation and subsistence; write, stating experience. Address R 427 World.
["Philadelphia Record" April 18, 1908.]
DECK HANDS, Firemen, Oilers, Cooks, nonunion, to work on the Great Lakes; good wages, including transportation and subsistence. Write, stating experience, 1208, Route 51, General Postoffice, New York, N. Y.

FORM OF APPLICATION FOR RENEWAL OF LICENSED OFFICER'S CERTIFICATE.

LAKE CARRIERS' ASSOCIATION.

BUREAU OF REGISTRATION.

APPLICATION FOR RENEWAL OF LICENSED OFFICER'S CERTIFICATE.

The undersigned, -----, holding and presenting licensed officer's certificate of original number ----- applies for renewal of same for one year, for which he pays the annual due of two dollars and fifty cents (\$2.50) upon the faith of his agreement while engaged on any vessel which may be included in the membership of the Lake Carriers' Association, to perform and assist in the performance of all lawful duties of the employment of the ship, regardless of whether any officer or member of the crew may or may not be a member of any union or association of any kind. Failure in which in the final discretion of the Lake Carriers' Association shall be sufficient ground for the revocation of the certificate applied for.

(Signature of applicant.)

Home address -----

46 EMPLOYMENT SYSTEM OF LAKE CARRIERS' ASSOCIATION.

FORM OF AFFIDAVIT OF DISCLAIMER OF UNION AFFILIATION WHICH HAS BEEN USED BY ASSOCIATION.

[Copy.]

STATE OF OHIO,

County of Cuyahoga, ss.

_____ being first duly sworn, deposes and says as follows:

I hereby renounce all allegiance to any and all labor unions, particularly the stewards, seamen, firemen, and others, 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 nonunion man and if I can 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 strike or orders of any union.

Subscribed in my presence and sworn to before me this — day of the month, 1908.

_____,
_____,
Notary Public.

[SEAL.]

LETTER FROM SECRETARY OF ASSOCIATION NOTIFYING SEAMAN OF EXPIRATION OF MEMBERSHIP IN WELFARE PLAN.

[Copy.]

LAKE CARRIERS' ASSOCIATION.

EXECUTIVE COMMITTEE.

SECRETARY'S OFFICE.

CEVELAND, OHIO, June 14, 1912.

Mr. CHAS. B. GARDNER,

Mate Steamer Chili, Marine P. O., Detroit, Mich.

DEAR SIR: Your certificate of enrollment in the Lake Carriers' Bureau of Registration is about to expire and in order to continue the benefits of your registration it should be renewed before the date of its expiration.

I would be pleased if you would therefore forward the certificate to this office with renewal fee of \$2.50 and the matter will be promptly taken care of.

In making your remittance, please send check, draft, or money order. In case you send currency, send it in a registered letter. I inclose you herewith blank form of an application for renewal, which please fill out. Be sure and inclose your certificate with this form.

Yours truly,

GEO. A. MARR,
Secretary.

APPENDIX B.—STATISTICS OF THE LAKE CARRIERS' ASSOCIATION FLEETS IN 1916.

TABLE 1.—NUMBER OF SHIPMENTS OF REGISTERED WELFARE AND UNREGISTERED MEN ON ASSOCIATION BOATS IN 1916, BY PORT OF SHIPMENT.

Port.	Registered.	Unregistered.	Total.
Buffalo.....	11,296	1,104	12,400
Conneaut.....	3,078	2,062	6,040
Fairport.....	685	538	1,223
Ashtabula.....	6,800	2,636	9,496
Cleveland.....	7,761	4,560	12,321
Lorain.....	2,971	1,509	4,480
Toledo.....	2,418	901	3,319
Detroit.....	1,078	254	1,332
Gary.....	822	1,225	2,047
South Chicago.....	5,131	2,401	7,532
Chicago.....	515	293	808
Milwaukee.....	2,089	742	2,831
Duluth.....	4,969	3,922	8,891
Ashland.....	531	572	1,103
Total.....	51,104	22,719	73,823

TABLE 2.—NUMBER OF SHIPMENTS ON ASSOCIATION BOATS IN 1916, BY OCCUPATION OF MEN AND PORT OF SHIPMENT.

Occupation.	Registered during the year.	Buffalo.	Conneaut.	Fairport.	Ashtabula.	Cleveland.	Lorain.	Toledo.
Captain.....	375		1					
First mate.....	715	6	6		11	23		1
Second mate.....	122	72	8		45	121	3	6
Chief engineer.....	422		1			1		
Assistant engineer.....	558	64	6		30	58	3	6
Boatswain.....		101	61	5	84	86	32	36
Wheelsman.....		961	371	53	662	972	245	243
Watchman.....		523	117	13	234	441	101	128
Fireman.....		2,133	1,323	253	1,865	1,992	1,058	600
Handy man.....		24	3		12	17	3	4
Oiler.....	7,813	656	225	24	430	494	171	143
Steward.....		133	21		69	71	25	23
Barge mate.....		7				18	6	7
Barge seaman.....		77	16		67	200	143	72
Donkey man.....		6	1		6	8	5	
Deck hand.....		4,231	2,038	506	3,280	4,442	1,608	1,098
Second cook.....		219	60	4	151	241	60	50
Porter.....		680	321	29	481	747	170	197
Walter.....	9,752	18	1	2	4	20		6
Coal passer.....		2,459	1,442	333	2,065	2,369	847	645
Water tender.....			12					
Total.....	19,787	12,400	6,040	1,223	9,496	12,321	4,480	3,319

Occupation.	Detroit.	Gary.	South Chicago.	Chicago.	Milwaukee.	Duluth.	Ashland.	Total.
Captain.....			2					3
First mate.....	7		7	5	3	3		72
Second mate.....	15		10	14	23	10	1	342
Chief engineer.....	1		2			3		8
Assistant engineer.....	19	2	16	3	13	20		240
Boatswain.....	14	9	63		14	57	3	665
Wheelsman.....	116	55	473	63	189	428	27	4,858
Watchmen.....	65	9	146	46	100	213	15	2,151
Fireman.....	302	558	1,750	126	570	2,180	256	15,020
Handy man.....			3	1	2	5	1	75
Oiler.....	78	49	260	30	103	311	27	3,001
Steward.....	16	6	38	7	19	25	4	458
Barge mate.....								32
Barge seaman.....		1	114	13	13	43		759
Donkey man.....								26
Deck hand.....	493	667	2,568	268	854	2,775	355	25,123
Second cook.....	34	25	116	27	45	82	9	1,159
Porter.....	80	162	332	50	165	451	49	3,869
Walter.....						1		52
Coal passer.....	176	564	1,623	155	683	2,284	356	16,001
Water tender.....								12
Total.....	1,332	2,047	7,532	808	2,831	8,891	1,103	73,823

TABLE 3.—NUMBER OF SHIPMENTS ON ASSOCIATION BOATS IN 1916,

Line No.	Race or nationality.	Buffalo.	Conneaut.	Fairport.	Ashtabula.	Cleveland.	Lorain.
1	American.....	10,247	4,924	1,051	7,147	8,802	4,111
2	Armenian.....	2			1		
3	Austrian.....	62	61	16	143	379	53
4	Australian.....				1	10	
5	Belgian.....	17	4	1	10	8	
6	Bohemian.....	2	5		6	9	
7	Bulgarian.....					1	17
8	Canadian.....	22	43	1	97	175	18
9	Croatian.....						
10	Cuban.....				1		
11	Danish.....	34	11	2	54	92	6
12	Dutch.....	12			25	20	
13	East Indian.....						
14	English.....	25	52	4	56	164	12
15	Finnish.....	66	341	88	555	173	9
16	French.....	8	5		11	9	4
17	German.....	415	68	8	215	644	36
18	Greek.....	104	89		89	30	8
19	Hungarian.....	2	9		16	38	9
20	Icelandic.....					2	
21	Indian.....		2				3
22	Italian.....	40	4		18	27	2
23	Irish.....	42	115	21	163	359	18
24	Hebrew.....		4		5		
25	Lithuanian.....				4	12	
26	Maltese.....	1					
27	Manxmen.....						
28	Mexican.....						
29	Montenegrin.....		1				
30	Negro.....				1		
31	Newfoundlander.....						
32	New Zealander.....				1		
33	Norwegian.....	325	77	9	301	405	48
34	Nova Scotian.....						
35	Polish.....	438	50	1	148	55	21
36	Portuguese.....	1	3			4	
37	Roumanian.....	3	6		11	43	10
38	Russian.....	311	68	11	169	412	21
39	Scotch.....	26	41	4	77	140	26
40	Serbian.....	3					
41	Slavic.....				6		
42	South African.....						
43	South American.....				4		
44	Spanish.....	12			12	14	4
45	Swedish.....	167	52	5	122	257	41
46	Swiss.....	9	5	1	10	24	3
47	Syrian.....	3			2	2	
48	Turkish.....				8	9	
49	Welsh.....	1			6	2	
50	West Indian.....				1		
	Total.....	12,400	6,040	1,223	9,496	12,321	4,480

APPENDIX B—STATISTICS OF ASSOCIATION FLEETS.

BY RACE OR NATIONALITY OF MEN AND PORT OF SHIPMENT.

Toledo.	Detroit.	Gary.	South Chicago.	Chicago.	Milwaukee.	Duluth.	Ashland.	Total.	Line No.
2,362	1,047	1,506	4,783	445	2,469	6,080	795	55,769	1
68	23	79	260	4	37	165	25	1,375	2
2		5				2	2	22	3
8	4	1	9	1		9	2	74	4
2		1	10	1		5		41	5
2		1	7			2	1	31	6
100	38	28	162	5	10	131	10	849	7
1		1						1	8
33	7	5	73	14	9	83	5	428	9
8	3	2	21	2	5	11	1	110	10
			2					2	11
61	11	19	119	17	9	99	12	660	12
35	12	15	154	9	24	449	61	1,991	13
3		2	13	8		9	2	74	14
140	45	54	519	68	90	371	28	2,701	15
38	6	18	16	1	8	104	2	513	16
6		5	18	1	2	13	2	121	17
						1	1	4	18
								5	19
7	3	19	21	9		11	3	164	20
109	17	79	262	57	20	238	29	1,529	21
	2		1	7				19	22
			3	1	4			24	23
1								2	24
3						1		3	25
1		1	5					8	26
			1					2	27
								1	28
								3	29
			3					2	30
			1					3	31
								2	32
104	25	31	294	41	33	426	15	2,134	33
			1					1	34
20	34	18	81	32	21	58	7	984	35
				4				12	36
			12	6		8	6	112	37
6		1	344	16	49	247	59	1,881	38
71	22	81	80	11	9	100	6	597	39
40	13	24	2			1		12	40
		6	3					11	41
				2				3	42
1						2		8	43
		1				1	1	2	44
								1	45
2	3		11		1	14	2	75	46
67	17	37	198	44	17	239	24	1,287	47
14		5	34	2	5	7	2	121	48
1			2					11	49
2								20	50
1		1	3					15	
								1	
3,319	1,332	2,047	7,532	808	2,831	8,601	1,103	73,823	

APPENDIX C.—AFFIDAVITS IN REGARD TO ALLEGED DISCRIMINATION AGAINST UNIONS BY THE ASSOCIATION.

STATE OF OHIO,

County of Ashtabula, ss.

Personally appeared before me, James Atkinson, a notary public in and for said county, Arthur Canfield, 42 Mayfield Road, Northeast London, England, who being duly sworn deposes and says as follows:

1. That he is an experienced lake sailor and has sailed the Great Lakes in the capacity of ordinary and able seaman upward of seven years.

2. That he got off the steamer *Italia* September 8, 1913, at Fairport, Ohio, and came to Ashtabula from that port on the same day.

3. That about 4 p. m., September 10, 1913, at the port of Ashtabula, Ohio, he was called out by the Lake Carriers' shipping commissioner at Ashtabula for a berth as boatswain on the steamer *Sicra*, at Conneaut, which he accepted.

4. That he received a pass for the boat and authorization for railroad fare from the aforesaid Mr. Norris, shipping commissioner, after which he left the shipping office to catch the car, which happened to have just left for the up-town run.

5. That on reaching the street, he encountered one George L. Martin, agent for the Seamen's Union, and inasmuch as the car was not ready to transport him to the depot, repaired with Mr. Martin to the Kennedy Hotel, at 85 Bridge Street, Ashtabula, Ohio, where he paid his initiation fee and dues for said union.

6. That while in the Kennedy Hotel, Mr. Norris, the aforesaid shipping commissioner for the Lake Carriers' Association, came in and accosted him, asking him for the passes in the following language: "Let me see those passes."

7. That after receiving the passes, which consisted of railroad transportation and boat pass, Mr. Norris then stated he would keep them, and would not let the affiant go to take the job previously arranged for him.

8. That this statement is made voluntarily and without offer of any reward, either pecuniarily or otherwise.

ARTHUR G. CANFIELD.

Sworn to and subscribed before me this 10th day of September, 1913.

[SEAL.]

JAMES ATKINSON.

[Copy.]

STATE OF OHIO,

Ashtabula County, ss.

Personally appeared before me, a notary public in and for said county, Rudolph Schulenberg, 1951 Evergreen Avenue, Chicago, Ill., who, being duly sworn, deposes and says as follows:

1. That he is 17 years of age, and has sailed the Lakes for the past 2½ years. In the year 1911, he was cabin boy and pantry boy in the Goodrich fleet sailing out of Chicago, Ill. In the year 1912, he was ordinary seaman on lake freighters until about June 15, when he went to the coast, and afterwards returned to the Lakes, sailing until November.

2. In the year 1913, he started sailing as ordinary seaman on the steamer *H. H. Rogers*, which he left, and later shipped on the barge *Alexander Maitland*,

about May 28, 1913, which he left the night of July 14, 1913, at Ashtabula, Ohio. Between the time that he got off the *H. H. Rogers* and shipped on the *Maitland*, he was in the Ashtabula General Hospital with a sprained ankle.

3. That on the night of July 14, 1913, after leaving the *Maitland*, he brought his baggage up to the Lake Carriers' shipping office at Ashtabula, and checked same, then going to the St. Charles Hotel to engage lodging and board. He remained there during the night, and was around on the morning of July 15, 1913, when accosted by a man who later proved to be George L. Martin, agent for the International Seamen's Union at that port.

4. That after talking with Mr. Martin, he went over to the union hall and took out a trip card, paying \$1 for the same.

5. In the afternoon of July 15, 1913, he went over to Woodland Park, an Ashtabula amusement resort, where he remained until about 2.30 o'clock, when, on returning, he went into "Scotty's Toggery Shop," at 87 Bridge Street, where he met Shipping Commissioner Norris, of the Lake Carriers' shipping office, and participated in the following conversation as near as he can recall same:

"Did you join the union?" Norris asked me.

"Yes, I did," I replied.

"You are a simple-minded fool," Norris continued.

"How do you make that out?" I asked. "Isn't the union a good thing?"

"It is," said Norris, "but they are not running it right. I always gave you a good ship, but I never will do so any more as long as I am here."

6. That following the foregoing conversation, he went up into the shipping office and got his two suit cases, and \$1 which he deposited to pay for clothes which he expected C. O. D. from Chicago. As he went out, further conversation ensued as follows:

"You are going over on High Street now, I suppose," said Norris. "I hope they give you a ship."

"Yes, I hope so, too," I replied.

RUDOLPH SCHULENBERG.

Subscribed and sworn to before me this 15th day of July, 1913.

[SEAL.]

JAMES ATKINSON,

Notary Public.

My commission expires April 19, 1916.

STATE OF OHIO,

Ashtabula County, ss.

Personally appeared before me, a notary public in and for said county, Rudolph Schulenberg, 1951 Evergreen Avenue, Chicago, Ill., who, being duly sworn, deposes and says as follows:

That the affidavit he swore to on July 15, 1913, at the city of Ashtabula, Ashtabula County, State of Ohio, regarding his experience with W. F. Norris, Lake Carriers' shipping commissioner at Ashtabula, Ohio, was his free act and deed, and that he was not induced by any promises of reward nor monetary consideration at the hands of George L. Martin, agent for the International Seamen's Union at Ashtabula, Ohio, nor of anyone else.

RUDOLPH SCHULENBERG.

Subscribed and sworn to before me this 16th day of July, 1913.

[SEAL.]

JAMES ATKINSON,

Notary Public

My commission expires April 19, 1916.

[Copy.]

STATE OF OHIO,

Ashtabula County, ss.

Personally appeared before me, a notary public in and for said county, Fred Reiss, 100 Main Street, Buffalo, N. Y., who, being duly sworn, deposes and says as follows:

1. That he is a marine fireman and has sailed on lake ships for two years as ordinary seaman and as fireman for over six years.
2. That he shipped as fireman on the Boland & Cornelius steamer *Louis R. Davidson* July 29, 1913, at South Chicago, Ill.
3. That at the time of shipping on said *Louis R. Davidson* he held "welfare-plan" book No. 34549, which was issued to him at Buffalo, N. Y., on or about July 17, 1913.
4. That he got off said steamer *Louis R. Davidson* on arrival at Escanaba, Mich., because the food served to him was not fit to eat, and, even such as it was, it was also insufficient.
5. That when he quit the ship he demanded his money and his book, No. 34549, both of which requests were refused by the captain and the chief engineer.
6. That this is a voluntary statement made without any consideration either of a monetary nature or otherwise.

FRED REISS.

Sworn to and subscribed before me this 20th day of August, 1913.

[SEAL.]

JAMES ATKINSON,
Notary Public.

My commission expires April 19, 1916.

[Copy.]

STATE OF OHIO,

Ashtabula County, ss.

Personally appeared before me, a notary public in and for said county, Norman Gregg, 1063 Prado Street, Los Angeles, Cal., who, being duly sworn, deposes and says as follows:

1. That he is a lake marine fireman and has sailed for the past two seasons, the first of which he was engaged as an ordinary seaman.
2. That he quit the steamer *Shenango*, at Ashtabula, Ohio, October 14, 1913.
3. That he reported to the Ashtabula office of the Lake Carriers' Association shortly after leaving the steamer *Shenango*.
4. That he went up into the Lake Carriers' shipping office on the morning of the 18th of October, 1913, and asked Shipping Commissioner Norris for his suit case. At the time he was wearing a button of the Marine Firemen's, Oilers' & Water Tenders' Union.
5. That Mr. Norris and he indulged in the following dialogue to the best of his recollection:

"What is that button you are wearing?" asked Norris, as he put his hand on it.

"Oh, that's just a button I am wearing," I replied.

"Well, you had better get your grip and get out of here," Norris concluded.
6. That he then took his grip over to the Lake Seamen's Hall, High Street, for safekeeping.

7. That this statement is made of his own free will and not for any consideration whatever, either financial or otherwise.

NOBMAN GREGG.

Subscribed and sworn to before me this 18th day of October, 1913.

[SEAL.]

JAMES ATKINSON,
Notary Public.

My commission expires April 19, 1916.

[Copy.]

STATE OF OHIO,

Ashtabula County, ss.

Personally appeared before me, a notary public in and for said county, Elmer Henson, Bear Lake, Mich., who, being duly sworn, deposes and says as follows:

That he is a marine fireman who has sailed on the Lakes on and off for the past 10 years and prior to that on salt water.

That he got off of the steamer *United States* at Michigan City, Ind., September 8, 1913, and proceeded from that port to Conneaut.

That he was unable to ship on a lake boat at Conneaut and came to Ashtabula to try and get a ship.

That on the 29th and 30th days of September, 1913, respectively, the shipping commissioner, Mr. Norris, at Ashtabula, told him he would not ship him without buying a Lake Carriers' welfare book, which he did not have.

That he was told he could not be shipped without such a book but was not requested nor instructed to buy one, which he was willing to do, provided he got a job.

That this statement is made of his own free will and with no expectation whatever of reward for so doing.

ELMER HENSEN.

Subscribed and sworn to before me this 30th day of September, 1913.

[SEAL.]

JAMES ATKINSON,
Notary Public.

My commission expires April 19, 1916.

[Copy.]

CHICAGO, ILL., *October 2, 1911.*

On September 12, 1911, I, the undersigned, P. Sullivan, applied to the Lake Carriers' Association shipping master, or "commissioner," at South Chicago, Ill., for a chance to ship. He asked me if I had a welfare book. I said no. He then informed me I would have to have one before I could sail, saying it would cost me one dollar. I paid him that amount. He then questioned me as to my full name, place of birth, age, personal description, name of relative, and length of time I had sailed. He then told me to sign a paper, which I did. I had no opportunity to see what this paper contained, as he held his hand over the printed part, showing only the space to be signed. He then gave me a Lake Carriers' Association "able seaman" certificate, No. 80870, and a Lake Carriers' Association discharge book bearing the same number. He made no attempt to ascertain whether or not I was capable of serving as an able seaman, but simply asked me how long I had sailed and then gave me the certificate stating I was competent to serve as a wheelsman. He was

emphatic in his statement that I could not ship unless I accepted and paid for a Lake Carriers' Association certificate and discharge book.

(Signed) P. SULLIVAN.

Signed and sworn to before me this 2d day of October, 1911.

EDWIN O. HASTEN,
Notary Public.

[Copy.]

STATE OF OHIO,

Ashtabula County, ss.

Edward Sterling, being by me first duly sworn, says that he is nineteen (19) years of age; that he has been employed on the Lakes as an able-bodied seaman for about three years last past.

Affiant further says that on the 26th day of June, 1908, he went to William Ford to ship as an able-bodied seaman, and one of the conditions under which the said William Ford agreed to ship him was that affiant would turn over to the said William Ford, shipping master of the Lake Carriers' Association, affiant's membership book in the Lake Seamen's Union, which book affiant did turn over to the said William Ford.

EDWARD STERLING.

Sworn to before me and signed in my presence this 26th day of June, 1908.

[SEAL]

M. R. SMITH, Notary Public.

[Copy.]

CONNEAUT, OHIO, June 22, 1908.

This morning at Conneaut, Capt. Harris of the Pittsburg Steamship Co. barge *Manda* asked me if I want to make another trip. I told him, yes. He asked me if I was willing to give up my membership book in the Lake Seamen's Union. I told him, no. He said I must either give up my union or not ride. I asked him, if I should hand my book over to him, could I get it any time I wished. He replied, the book will have to be destroyed, so I quit. When Capt. Harris paid me off, he told me I had better make another trip and make up my mind. I told him I would not stay.

HENRY STURDIVANT.

THE STATE OF OHIO,

Ashtabula County, ss.

Henry Sturdivant being by me first duly sworn says that the above statement is true.

Sworn to before me this 22d day of June, 1908.

[SEAL]

M. R. SMITH,
Notary Public.

[Copy.]

CONNEAUT, OHIO, June 22, 1908.

We, the undersigned, were discharged from the Pittsburg Steamship Co. barge *Manda* at Conneaut June 22, 1908, for belonging to the Lake Seamen's Union, and refusing to promise Capt. Harris that we would not stick to the union.

FELIX SCHWEITZER.
THOMAS MARSDSUSEN.

THE STATE OF OHIO,

Ashtabula County, ss.

Felix Schweitzer and Thomas Marsdsusen each being by me duly sworn say that the above statement is true.

Sworn to before me and signed in my presence this 22d day of June, 1908.

[SEAL]

M. R. SMITH,
Notary Public.

[Copy.]

CONNEAUT, OHIO, *June 22, 1908.*

This is to certify that I, Seymour Higgs of Bellville, N. Y., shipped on the barge *Manda*, property of the Pittsburg Steamship Co., as able seaman, at Erie, Pa., on June 10, having been brought to Erie from Bellville, N. Y. by Capt. Harris, who knew that I had never seen a boat before. I made the trip from Erie to Duluth and back to Conneaut when Capt. Harris discharged three of his crew for belonging to the Lake Seamen's Union. I also quit. Capt. Harris refused to pay me my wages; after some argument offered to pay me at the rate of one dollar per day. This I refused and started up town after a lawyer, when Capt. Harris called me back and paid me. Capt. Harris told me that I would lose my money if I joined the Lake Seamen's Union and told me to keep away from the union.

SEYMOUR HIGGS.

THE STATE OF OHIO,
Ashtabula County, ss.

Seymour Higgs, being by me first duly sworn, says that the above statement is true.

Sworn to before me this 22d day of June, 1908.

[SEAL.]

M. R. SMITH,
Notary Public.

[Copy.]

CHICAGO, *June 24, 1908.*

I, the undersigned, shipped as ordinary seaman on the Pittsburg Steamship Co.'s steamer *Baker* in Conneaut, Ohio, on or about June 13, 1908. I shipped out of the Lake Carriers' shipping office in Conneaut, Ohio, and Mr. Ford, the shipping master, tried to get me to give him my membership book of the Lake Seamen's Union. Mr. Ford told me that if I would give him my union book that he would give me a good recommend to the captain on steamer *Baker* and I could get a job as watchman on said steamer in another trip.

The boat went to Duluth and loaded iron ore for South Chicago, Ill. The steamer *Baker* arrived in South Chicago on Sunday, June 21, 1908, and I was discharged from said steamer *Baker* on Sunday, June 21, for talking to the watchman on said steamer in favor of the Lake Seamen's Union.

RUDOLF SCHREIBER.

STATE OF ILLINOIS,
Cook County, ss.

Subscribed and sworn to this 24th day of June, 1908.

[SEAL.]

EDWIN O. HASTEN,
Notary Public.

[Copy.]

CONNEAUT, OHIO, *June 24, 1908.*

This is to certify that on June 23, 1908, at Lorain, Ohio, I was discharged from the steamer *Adriatic*, belonging to the Pickands and Mather fleet, having worked one day. I asked the captain if my work was not satisfactory. He said yes, but I belonged to the union, and he had shipped a nonunion man in my place.

I was also discharged from the steamer *Lynch* P. S. S. Co. Saturday, June 20, 1908, because I belonged to the union. My partner, Rufus Simpson, and two deck hands were also discharged from the *Lynch* for the same reason.

EDWARD STERLING.

STATE OF OHIO,
Ashtabula County, ss.

Edward Sterling, being by me first duly sworn, says that the statement herein above made by him is true.

Sworn to before me and signed in my presence this 25th day of June, 1908.

[SEAL.]

M. R. SMITH,
Notary Public.

[Copy.]

CHICAGO, Feb. 21, 1910.

This is to certify that I, Samuel Herring, was wheelsman on the Steamer *Henry A. Hawgood* in July, 1908.

While we were loading coal at Irishtown, Cleveland, in July, 1908, myself and the watchman were asked to sign a slip renouncing allegiance to any and all unions while we sailed for a living. I refused to sign the slip, so did the watchman, and we had to get off the boat.

I shipped on her at Milwaukee June 23, 1908, and left her at Cleveland early in July, 1908.

S. A. HERRING.

Subscribed and sworn to before me this 21st day of February, 1910.

[SEAL.]

CARL SCHNEIDER,
Notary Public.

[Copy.]

STATE OF OHIO,
Ashtabula County, ss.

Oscar Dalrymple and Cecil Wright, being by me first duly sworn, say that prior to the 9th day of July, 1908, they were employed on the steamer *Zenith City*, the said Oscar Dalrymple as wheelsman and the said Cecil Wright as watchman.

Affiants further say that on the 8th day of July, 1908, that said steamer entered the port at Conneaut, and that on the 9th day of July, 1908, when they went to the captain's office on said boat to receive their pay they were informed by Capt. Henry Cegoux, who had charge of said boat, that unless said affiants would turn over to him their union books in the Lake Seamen's Union they would have to put other men in said affiants' places, and that affiants would have to leave said boat.

OSCAR DALRYMPLE.
CECIL WRIGHT.

Sworn to before me and signed in my presence this 9th day of July, 1908.

[SEAL.]

M. R. SMITH,
Notary Public.

[Copy.]

HUBBELL, MICH., June 29, 1908.

To whom it may concern:

This is to certify that I, John Brenny, left Erie on Monday the 8th day of June, 1908, for Toledo for to join the barge *Maia* of the Pittsburg Steamship Co.'s fleet. Received card from the Lake Carrier's shipping master at Toledo.

Went to work on the 10th on the afternoon on that date. The shipping master and captain called the crew aft and wanted to know if we had union books, and if so we had to throw them away, as we could not sail in those boats if we were to keep paid up our dues in the Seamen's Union. I told them I could not throw my book away, as I had a death benefit, accident benefit, and ship-

wreck benefit in that organization. We were told to go to work. We finished that day's work and turned to next morning again about 10.30 a. m. The captain called us off and told us he had to pay us off, as a new crew was coming from Cleveland to take our place. We were all able-bodied seamen and felt disappointed at the treatment we received from the Lake Carriers' Association.

JOHN BRENNY.

This is a sworn statement before me by John Brenny.

RICHARD CUDDIFY,
Notary Public.

My commission expires October 21, 1911.

(No seal.)

APPENDIX D.—COPY OF STATEMENT OF THE UNITED STATES SHIPPING BOARD ANNOUNCING THE POSTPONEMENT OF THE STRIKE OF LAKE SEAMEN ORDERED FOR OCTOBER 1, 1917.¹

In view of the strike of the seamen on the Great Lakes scheduled to take place on Monday, October 1, 1917, the Shipping Board, through its vice chairman, Mr. Stevens, has had conferences with representatives of the seamen and Lake Carriers' Association.

As a result of such conferences he has been assured that the Lake Carriers' Association will accept any decision the Shipping Board may make relative to the wage rates, and while it will not of its own motion abolish the welfare plan, it will abolish the discharge book or modify the welfare plan in any manner the Shipping Board may direct after fair investigation. In view of this situation, the Shipping Board recommends that the wage schedule for October 1 to close of season be on the wage basis of not less than \$95 per month for wheelmen, lookouts, watchmen, and other able seamen; not less than \$95 per month for firemen, oilers, and water tenders; and not less than \$60 per month for ordinary seamen or deck hands and coal passers.

The Shipping Board will look into the subject of overtime and make a recommendation thereon at as early a date as possible. It will also carefully examine the welfare plan, including the discharge book, and make a recommendation upon the same at the earliest possible date. Both sides have under consideration suggestions made by Vice Chairman Stevens relative to a plan by which grievances can be taken up for consideration. The board will put forth every effort to secure the adoption of the plan referred to.

Pending the result of negotiations the board will appoint able and impartial men at the principal lake ports to hear any grievances that seamen may have to present and try to adjust them on a basis fair to all parties concerned. Upon these recommendations and understanding it further recommends that the strike ordered for October 1, 1917, be postponed until the Shipping Board shall have had a fair opportunity to make the investigation suggested and recommendations based thereon.

THE UNITED STATES SHIPPING BOARD,
By R. B. STEVENS, *Vice Chairman*.

¹ Leaflet published by the Marine Firemen, Oilers, and Water Tenders' Union of the Great Lakes.

