

THE WAGE SCALE AGREEMENTS OF THE MARITIME UNIONS¹

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Any intelligible discussion of the wage scale agreements of the maritime unions must necessarily take into consideration the industrial conditions out of which these agreements were evolved. It will, therefore, be necessary first of all to familiarize the reader with the early conditions of the shipping industry of the Pacific Coast, as typified by its principal port, San Francisco. Secondly, to review briefly the early attempts of the sailors at concerted action, which ultimately resulted in permanent organization among the seamen and shipowners, and thereby made possible and necessary the wage scale agreements. Thirdly, to discuss, in relation to the wage scale agreements, the crimping system, maritime legislation,

¹The data for this article was obtained from the following sources:

The files of the "Coast Seamen's Journal" in the Leland Stanford Junior University Library. The earlier files of the "Coast Seamen's Journal" in the office of the "Coast Seamen's Journal" in San Francisco, which the writer was kindly permitted to use by the present editor, Mr. W. Macarthur. Probably the most valuable material was obtained from the original agreements between the Sailors' Union of the Pacific and the various companies and shipowners' associations of the coast, which the writer was permitted to use through the courtesy of the secretary pro tem. of the Sailors' Union of the Pacific, Mr. E. Ellison. An article in the "Coast Seamen's Journal" for July 8, 1908, "First Coast Seamen's Unions," by Dr. Ira Cross, of Stanford. Also a chapter from the manuscript of his "History of the Labor Movement in California." Other material was also placed at my disposal by him. Various reports of the Bureau of Labor Statistics for the State of California have been freely consulted.

Besides the above sources, the constitutions, by-laws and working rules of the various unions and employers' associations were used. The last three pages of this article contain the gist of information obtained by the writer from personal interviews with Mr. H. L. Stoddard, secretary and treasurer of the Shipowners' Association of the Pacific Coast, and with Mr. E. Ellison, secretary pro tem. of the Sailors' Union of the Pacific. Numerous suggestions and ideas obtained from the lectures of Dr. T. S. Adams, of the University of Wisconsin, and Dr. J. M. Motley, of Stanford University, have been incorporated. The substance of a very considerable portion of this discussion is contained in a thesis presented as partial requirement for the master's degree to the Department of Economics of Leland Stanford Junior University, May, 1909. The writer wishes to express his appreciation to Miss Grace Holt, of the English Department of the Santa Barbara High School for her many kindnesses and helpful suggestions in the preparation and proofreading of this paper.

and the Shipowners' Association,, citing typical agreements. And finally, conclude with a summary of the present situation.

This discussion will be confined to the maritime unions and conditions as they exist on the Pacific Coast, for it is here that the highest degree of organization among the seafaring craft has been reached. Not that there has been nothing accomplished in this regard in the Atlantic and Gulf States, or on the Great Lakes, but, rather, that the maritime unions of the Pacific coast have been the leaders in this respect, and may be taken as typical.

San Francisco being the center of the Pacific shipping, having two-thirds of the import trade and one-half of the export trade of the Pacific Coast, is also the center of organization among the various branches of labor employed in connection with that industry. These branches include sailors, firemen, cooks, stewards and waiters, bay and river men, fishermen, engineers, masters, mates, and pilots. They are organized either on the purely trade union principle, as in the case of the sailors, firemen, etc., or in the ostensibly beneficial and fraternal form, as in the case of the masters, mates, and pilots. Practically all the organizations representing these crafts maintain branches in the larger ports of the coast, but the headquarters in each case is located in San Francisco. It may, therefore, be said that treating of the conditions of maritime labor in San Francisco, embraces that question as it exists throughout the entire length of the Pacific Coast.

While these various organizations exist and each has its influence in its respective craft, the sailor, the man before the mast, is the primary or basic element in the shipping industry, from which it follows, that the conditions of all labor in that industry are determined very largely by those of the sailor. Since the Sailors' Union of the Pacific represents this primary or basic element, this study of the wage scale agreements will center about it as the leader of the coast maritime unions in this regard. The transactions between this union and the shipowners of the coast afford the key to the existing conditions.

Prior to the discovery of gold in California, San Francisco was not considered a port of any importance, but immediately after the discovery of gold, in 1848, her rating as a port quickly changed. Hundreds of ships entered the bay, but all of the crews forthwith deserted and made their way to the gold fields. Such captains as

were able to get their ships to sea again found it necessary to comply with the demands of the crew for an extortionate wage, which, during the intense part of the gold rush, reached the handsome figures of \$200 and \$300 per month for the common sailor. This condition, obviously, was abnormal and of brief duration. The reaction set in during the first half of 1850. Men who had failed to find their fortunes in the gold fields of the interior were returning to the coast discouraged and without means to pay their passage to their homes in the Eastern States. The captains were not slow to take advantage of this opportunity to reduce the sailor's wage to the nominal sum of twenty-five dollars per month. The first strike of August, 1850, followed, but the larger number of men eager to return to their homes in the East were anxious to ship with meager or no wages and the strike accomplished nothing. However, conditions continued to fluctuate during the 50's, owing to the opening of new gold fields in different parts of the state, and at times captains found it impossible to obtain crews for the trip out of San Francisco Bay. Boarding-house keepers and other middlemen assisted in obtaining crews, and shanghaiing was the method frequently resorted to in order to obtain the full crew.

By 1866 the leaders among the sailors had conceived the idea of organization, and in January of that year "The Seamen's Friendly Union and Protective Society" was organized. This union had a small membership from the beginning and soon passed out of existence. Twelve years later, in February, 1878, "The Seamen's Protective Union" was organized. A resolution was adopted pledging the members not to ship on any coasting vessel for less than thirty dollars per month. Originally the organization was composed of about one hundred charter members, but shortly afterward was increased to about two hundred. It enjoyed a rapid growth for several months, and by April had a membership of 600. Owing to depression of trade and lack of continued enthusiasm on the part of its members, however, this union followed in the wake of its predecessors, and after a few months passed out of existence.

Nothing further was done in the way of attempting organization until 1880. In August of that year the "Seamen's Protective Association" was organized. On account of the opposition of the boarding-house masters and others, the new organization grew very slowly, but in spite of this fact it did a remarkable work, due

largely to the efforts of its leader, Roney, an Irishman of considerable enthusiasm and zeal, who is considered by some to have been one of the ablest men ever connected with the labor movement on the coast. However, this association, for various reasons which we will not enter into here, met for the last time on November 4, 1882.

Wages of the seamen continued to fall, and by 1885 they had reached the bottom figure of twenty-five dollars for coasting sailors and twenty dollars for deep-water men. In May of 1885 agitation was started by a few leaders among the sailors to go on strike for better wages. This agitation resulted in a goodly number of men leaving their vessels and the strike became pretty general; very general, indeed, for a craft that was unorganized. A meeting was called on March 6 and "The Coast Seamen's Union of the Pacific Coast" was formed. The organization grew rapidly, and by March 23d it is said to have had 1,000 members. The strike continued for some time after organization and finally resulted in a number of the shipowners paying the thirty dollars per month asked by the sailors. Thus it was, that the first permanent organization was formed among the sailors of the coast. Among certain classes of maritime workers, such as firemen and engineers, permanent organization had been effected before this date, but the formation of "The Coast Seamen's Union," now "The Sailors' Union of the Pacific," on March 6, 1885, marks the transition from individual to collective bargaining and from a personally bartered wage to a uniform wage scale agreement between the sailors and the shipowners of the Pacific Coast. The above date is also significant in this connection, as marking the beginning of organization among the shipowners of the coast.

Further than this brief review of the early situation, this discussion of the wage scale agreements of the seamen's union need not extend back of the above date, and will, in fact, be most concerned with the period from 1901, at which time the first step toward formal recognition of the unions took place. In May of that year the Pacific Coast Steamship Company entered into an agreement with the Sailors' Union of the Pacific. This was the first agreement signed between the sailors and the shipowners of the Pacific Coast.

Of course, it must not be understood that the sailors and other

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maritime workers of the coast had nothing to say in regard to wages, hours, and the like, until they were able to obtain signed agreements from the shipowners. As a matter of fact, they had considerable control in some of these and other respects pertaining to their craft prior to that date, as is evidenced by the local press of the time. Although it is very probable that they did not have anything like complete control of wages, hours, and working conditions, or even as large a degree of control as the articles of their own journal at that time would lead one to believe. These articles, of course, must be taken as partisan.

Those features embraced in the economic phase of the seamen's condition which bore with greatest severity upon the classes affected, and which constituted the chief, or at least the most immediate motive of organization among the classes, may be described in general terms as the features of the crimping system; that is to say, they included the method of shipment and discharge and the distribution of wages actually earned.

Before the Sailors' Union of the Pacific was organized, as has already been noted, the nominal rate of coastwise sailor's wages was low, being at times twenty dollars per month, as compared with the present rate of forty-five and fifty dollars. The foregoing statement, of course, does not hold good during the period of the gold rush, at which time, as has already been pointed out, common sailors received as high as \$200 and \$300 per month. However, this temporary and abnormal state of affairs does not concern us in this connection. To be sure, every possible effort was made to increase the rate of wages, but inasmuch as under the crimping system then in vogue, the sailor's wages were absolutely controlled by the crimps, being quite commonly paid to and disbursed by the latter, the rate of wages was a matter of secondary importance to the sailor himself. Naturally the first efforts of the union were directed toward securing control of the wages actually earned, by the establishment of a system of direct payment to the sailor, regardless of all claims, real and alleged, made upon them by the crimper. This step involved the abolition of the existing system of shipment, under which the crimps controlled the avenues of employment to such an extent that no man could get work except upon their terms, the prime condition of which was that the sailor should put up at one or the other of certain boarding-houses, which in turn implied

the surrender of all earnings to the boarding-house keeper. Working conditions, hours, food, living quarters, etc., on board ship were bad in all respects, but as these features were very largely the corollaries of the system of shipment and discharge, they could not be improved except through improvement in the latter regard.

Inasmuch as the seaman's wages depended upon his control of the shipping, that is, the seamen's opportunities of employment, it was natural that the sailors' union, in its efforts to place the control of wages in the seamen's own hands, should seek this end by means analogous to those in vogue. Accordingly, one of the first steps taken by the union was the establishment of a shipping office. The union elected its own shipping master and offered every facility for the transaction of business between the seamen and shipowner, without cost to either party or interference of any kind from any species of middlemen. After a brief experience the shipping office was abandoned as a failure. The incidental causes of this result were numerous, but, irrespective of all minor causes, it may be attributed to the fact that the shipowners refused it their support. In other words, the shipowners continued to employ their crews through the crimps, being actuated in this course by the dual motive of hostility to organization among the seamen and a desire to perpetuate existing conditions as to wages and the like. Thus, in the struggle for the control of the engagement of seamen the crimps were favored.

Meanwhile the sailors' union had engaged in several strikes, the outcome of which afforded no material or permanent change in the prevailing conditions. However, except in a few instances of extreme depression, the unions continued to retain control of the men engaged in the respective crafts, although they were usually in these exceptional circumstances forced to give way in the demand for the maintenance of the stipulated rate of wages. When confronted with necessity of waiving recognition of the wage schedule, the unions endeavored to restrain their members from seeking employment indiscriminately—that is, from bidding against each other. The effect of this course was to prevent wages from falling as low as they inevitably must have gone in the absence of such checks. On the whole, it may be said that at no time since 1885 have seamen's wages fallen to the industrial depression rates prior to that date.

The severe nature of the seamen's struggle to gain control over the avenues of employment and the small uncertain measure of success attained during the decade 1885-1895, was due principally to the state of law under which the seamen lived. The features of the law which bore most heavily in restraint of the seamen's liberty may be summed up under the following heads: (a) imprisonment for desertion; (b) allotment to original creditor; (c) attachment of clothing. The import and effects of the statutes concerning these points may be stated briefly as follows: The law of imprisonment for desertion provided that a seaman, who having signed articles for a specified voyage left, namely, deserted, the vessel before the expiry of his contract should be subject to arrest and imprisonment for three months. In the case of a seaman engaging for a foreign voyage, the signing of the articles was mandatory; in the coastwise trade it was optional with the seamen to sign articles. Theoretically, the latter feature of the law enabled the coastwise man to preserve the right of personal liberty, that is, the right to leave his vessel in any safe port.

Practically, however, this right was denied the seamen by the simple fact of agreement among the shipowners to request that all crews should sign articles. Thus the seaman was confronted with the alternative of signing articles, thereby surrendering his right to leave his ship at any time during the voyage, or remaining idle. Of course, the seaman's necessity forced him to accept the former of these conditions. Having thus subjected himself to the penalty of imprisonment for desertion, the seaman was forced to submit to whatever exactions might be imposed upon him. The ordinary course of the land worker when conditions became unbearable, namely, the strike, meant arrest and imprisonment either during the period specified by law or until the vessel was ready for sea, in which latter case, the deserter was placed on board by the port authorities and forced to return to work. This part of the law was indeed very objectionable.

Allotment to original creditor was designed as a convenience to the seaman, enabling him, if he so desired, to allot a certain part of the wages to be earned during a voyage to an original creditor in payment of any just debts for board, lodging, or clothing. In practice, however, allotment to original creditor is everywhere recognized as the chief support of the crimping system. In every day

operations of the allotment system the "original creditor" is commonly the crimp, while the "just debt" for board, lodging and the like is mainly a levy upon the seamen in payment of shipping fees and other illegal charges. Attaching the seaman's clothing was the final resort of the crimps. If, as sometimes happened, a seaman refused to agree to the terms of shipment, allotment, etc., his clothing was attached.

The organized seamen recognized their helplessness under these conditions and determined upon an effort to change the maritime law, particularly in the respects here noted. In 1892 the Sailors' Union of the Pacific elected a legislative committee which, with the aid of necessary legal counsel, drafted a bill for the repeal of the obnoxious features of the then existing law. This bill, which was introduced into Congress by Representative Magurie, of the Fourth Congressional District of California, became a law in 1895. The measure abolished imprisonment for desertion in the coastwise trade and in the trade between ports of the United States and Canada, Mexico, Newfoundland, Bahamas, Bermudas and West Indies. It also prohibited allotment to original creditor by seamen in the coastwise trade and made illegal the attachment of seamen's clothing.

The enactment of this measure effected a revolution in the legal status of the seamen, while its effect upon the economic conditions of the latter was hardly less remarkable, if not in actual, at least in potential results. The practical results of the law were immediately apparent in the greater independence of the seamen and a proportionate decrease in the power of the crimps. In the Magurie act the abolition of imprisonment for desertion applied only to seamen engaged in the coastwise voyages. This defect in the Magurie act was afterward remedied by the passage in 1898 of the White act.

Any discussion of the wage scale agreements of the seamen's unions that did not take into consideration the shipowners' side of the question, would obviously be partisan and incomplete. It will not be possible or profitable, however, in this discussion to attempt to give the history of the various shipowners' associations that have existed, but rather to confine our observations to the one which has particularly to do with the subject in hand, namely, the Shipowners' Association of the Pacific Coast. It has been between this association and the maritime unions of the coast that most of

the wage scale agreements with which we are concerned have existed. This association is the leader and may be taken as typical of all the others. The organization, as the name indicates, is composed of shipowners, about forty-five in number, actually holding membership certificates, while about twenty others outside the organization abide for the most part by the rulings made and agreed upon between the association and the unions. The association has its headquarters in the Ferry Post Office Building in San Francisco, with branch agencies at San Pedro, Eureka, Astoria, and Aberdeen. "Any firm, corporation, or individual owning or controlling, or acting as managing owner or agent of any sea-going vessel may become a member of this association by being elected to membership by a majority vote of the board of directors, and signing his or their name hereto and agreeing to comply with all rules and regulations of this organization."

"Each and every member of this association shall be required upon joining to agree to act with the other members in all matters that may be adopted by the members or directors of said association, and there shall then be issued a membership certificate signed by the secretary and president and under the seal of the association." As a matter of fact the association has had considerable trouble as an organization to get all members to act together in the case of a fight or strike with the maritime unions. The reasons for this are obvious. The strike always occurs when conditions in the shipping industry are prosperous. That is, the sailors always ask for an increase in wages when conditions in the shipping industry will justify their receiving the increase asked for. Such being the case, it is always a temptation to members of the association to break away from the other members and grant the increase in wages demanded by the sailors or other maritime workers, in order that they may avail themselves of the high rates they are able to secure during such times. In the present association, according to one in close touch with all of its members, when rates are high and the sailors or other maritime workers walk out and tie up their vessels, it is almost impossible to hold the members of the association together and put up a strong and continuous fight of any duration.

It should be mentioned just in this connection, however, that the attitude of the shipowners' association has been and is, "mil-

lions for defense but not a cent for tribute." That is, the association, as such, has as a rule, preferred to fight the unions and spend thousands of dollars, if need be, rather than consent to an increase in the wage schedule. This is the case as stated by one of their representatives and is not the union's side of the story. They spent about \$30,000 in the strike of 1906, rather than increase the wages of the sailors and other maritime workers, which they could have done on half or a third the amount spent fighting. The defense fund of the association is raised, for the most part, by the assessment of its members at the time money is needed. Of course, in a wealthy organization of this kind plenty of money can be raised on short notice by assessment without there being any particular provision for it in their by-laws.

The provision for a grievance committee should be noted in concluding this brief discussion of the association. The following is quoted from the association's by-laws: "Grievance Committee: It shall be the duty of the Grievance Committee to settle all matters of dispute as to agreements and customs with the unions and organizations with which the association has dealings. This committee shall be composed of members who are interested in both sail and steam vessels."

As has already been pointed out, the first formal recognition of the seamen's union by the shipowners was in 1901, when an agreement was entered into between the Sailors' Union of the Pacific and the Pacific Coast Marine Firemen's Union, on the one hand, and the Pacific Coast Steamship Company, the principal line in the coastwise passenger service. This agreement provided for the full recognition of the unions—that is, it provided for the employment of members of the union exclusively, so far as the latter were able to supply the labor needed on the company's vessels. In all other respects the agreement was satisfactory to the parties concerned. However, within a short time after the conclusion of these terms a great strike occurred, involving all the maritime organizations in San Francisco. Under the guidance of the City Front Federation, a body of delegates representing all organizations, both maritime and longshore, connected directly with the shipping industry of the port, the sailors, firemen, cooks and stewards went on a strike in August, 1901, in support of the local branch of the Brotherhood of Teamsters.

Although the teamsters alone were directly affected at the outset, experience in a number of similar crises led the organizations affiliated with that craft to apprehend a general attack upon themselves should the movement against the former prove successful. Accordingly, the maritime organizations, in common with the other bodies represented in the City Front Federation, quit work on all vessels. The Pacific Coast Steamship Company declared this action to be a violation of the agreement between it and the two unions. The strike was called off at the end of nine weeks by the formal action of Governor Henry T. Gage, acting by authorization of the City Front Federation and the Employers' Association. The Pacific Coast Steamship Company thereafter refused to recognize the agreement as in any way binding upon it. On the contrary, the company brought suit against the unions of sailors and firemen for damages in the sum of \$20,000 in each case, claiming damages to that amount as a result of the "tie-up" of its vessels during the strike. These suits were not brought to trial, but were withdrawn upon the resumption of mutually satisfactory relations.

In 1902 an agreement was entered into between the Sailors' Union of the Pacific and the Shipowners' Association of the Pacific Coast, an organization at that time representing the owners of sailing vessels. This agreement has been renewed periodically since the date of its first expiration and is virtually still in force. In 1903 an agreement was entered into between the Sailors' Union of the Pacific, Pacific Coast Marine Firemen's Union and the Marine Cooks and Stewards' Association of the Pacific, on the one hand and the Steam Schooners Managers' Association, representing all the large owners of steam and freight vessels. This agreement has also been renewed at regular intervals.

In 1903 an agreement was entered into between the Sailors' Union of the Pacific, the Pacific Coast Marine Firemen's Union and the Marine Cooks and Stewards' Association of the Pacific, on the one hand, and the Oceanic Steamship Company, owner of passenger and mail line between San Francisco and Australasian ports. It has also been renewed.

These agreements represent the first formal recognition of the maritime unions by the shipowners of the Pacific Coast; nevertheless, they do not, by any means, represent the first recognition of the unions by the shipowners in an informal manner, as is evidenced

by many former acquiescences. On numerous occasions prior to the date of the first signed agreement the representatives of the unions had been recognized by the shipowners in interviews, and the demands of the former were frequently granted. There have never been any regular conferences between the maritime unions and the shipowners, but matters requiring the attention of the representatives of both sides have usually been settled in irregular negotiations at such times as they have come up for settlement, which have been rather frequent.

While the unions and owners have no provisions for regular joint conferences, they meet together and thrash out their difficulties in an informal, effective, and so far, satisfactory way.

In the earliest agreements between the seamen and the shipowners no provisions are made for settling grievances or renewing agreements. In the agreement between the Sailors' Union of the Pacific and the Shipowners' Association of the Pacific Coast, on April 3, 1902, we find the first provision for a grievance committee. The section is as follows: "A standing committee of three from each association to be appointed to adjust grievances that may arise from time to time."

In an agreement with the Oceanic Steamship Company, on August 6, 1903, we find the following: "It is understood that when any unusual work arises in isolated cases, not covered by this agreement, the men, when called upon, shall perform such labor, and the compensation therefor shall be determined and adjusted between the officers of the union and the company, and in the event of any disagreement, shall be arbitrated as hereinafter provided for the arbitration of differences, controversies, and grievances.

"All items not mentioned in this agreement or the schedule herein, shall be performed and the payment shall be made for work done under this agreement in accordance with the usual custom heretofore prevailing.

"In the event of any controversy arising between the unions and the company, or in the event of any of the unions having any grievances, the men shall continue to work, and all such grievances and controversies shall be settled, if possible, by representatives of the company and representatives of the union. If such grievances and controversies cannot be settled, then they shall be arbitrated by choosing a third disinterested man, upon whom a

representative of the unions and a representative of the company shall agree, and the decision of any two shall be final. If the representative of the unions and the representative of the company cannot agree upon a third man, then each side shall choose a disinterested man, and said three men shall constitute a board of arbitration, and a decision of a majority of the said three shall be final, and all parties shall abide thereby." The board must meet within two days after grievance arises.

In an agreement between the unions and the Steam Schooners Managers' Association of April 27, 1903, the following provision is made for a permanent standing grievance committee: "A standing grievance committee of six shall be appointed, one from the Sailors' Union of the Pacific, one from the Pacific Coast Marine Firemen's Union, one from the Marine Cooks and Stewards' Association of the Pacific and three from the Steam Schooners Managers' Association, vessels not to be tied up pending settlement of controversy." This last case is the earliest instance of a provision providing for a permanent standing grievance committee. In most instances the grievance committee is convened for each case.

The following extracts taken from agreements are typical. The eighth article of the Pacific Steamship Company agreement, May 15, 1901, runs as follows: "Outside of the port of San Francisco, nine hours to be considered a day's work, the time to be averaged at the rate of six days to the week. Any work over that to be considered as overtime. Two hours will be allowed on Sundays and holidays. Any more work to be considered as overtime."

An agreement with the Oregon Coal and Navigation Company reads, in part, as follows: "Outside the port of San Francisco. After passing the outer buoy going into Coos Bay and while in there, nine hours to constitute a day's work, the time to be averaged, but for the first forty-eight hours (two days) only. Any work over that to be considered as overtime. Two hours' work to be allowed on Sundays and holidays; any more work to be considered as overtime. Work done at Port Oxford either going or returning, shall be counted in the regular sea duties and not considered in the hours of labor." In the first agreement it will be noted that nine hours are to be considered a day's work, "the time to be averaged at the rate of six days per week. Any over that to be considered as overtime." In the second agreement, "nine hours to constitute a

day's work, the time to be averaged, *but for the first forty-eight hours (two days) only*. Any work over that to be considered as overtime. The advantage of the revised wording to the seamen is obvious.

In this connection it would be well to look over an early agreement noticing in particular the wage schedule. The following is taken from an agreement with the Shipowners' Association, April 3, 1902:

"Sailing vessels trading to outside ports, per month, \$45; overtime 50 cents per hour. Sailing vessels trading to inside ports and bar harbors, in the States of California, Oregon and Washington, British Columbia and Alaska: wages per month, \$40; overtime 40 cents per hour. Sailing vessels trading direct to Marshall, Caroline, Ladrone, Gilbert, and Philippine Islands, Siberia, and Central America, per month, \$30. Sailing vessels trading direct to South America, China, Japan, Australia, Africa, New Zealand, and New Caledonian Islands, \$25. Vessels chartered in one port of the United States to load in another port of the Pacific Coast of the United States and British Columbia for offshore points, wages to be the same as on the coast until the vessel is loaded and cleared, viz., \$40 per month."

From the above it will be noticed that the wages vary from \$25 to \$40 per month, depending on the length of the voyage, location of terminals, and the like. The detailed and minute provisions for territorial variation should also be noticed. In the same agreement (April, 1902), we find this article: "No demand to be made for a lump sum rate of wages for any single voyage, and crews to be employed in loading and discharging coasting vessels either by themselves, or along with stevedore's gang or longshoremen. If, however, vessel is to be detained over seven days waiting for a berth, owner to have the right of paying off the crew." The ninth article of this agreement reads as follows: "In all cases where a vessel is bound for Puget Sound or British Columbia, to Australia, Africa, or West Coast, and proceeds from there direct, or via some other loading port to the Hawaiian Islands for discharge, the wages of the crew shall remain the same as stipulated in the articles until the vessel's arrival back to Puget Sound. If, however, the vessel discharges in the Hawaiian Islands and loads cargo for San Francisco, the crew shall then receive the rate of wages ruling

between the Hawaiian Islands and San Francisco." This last is a good example of provisions for different wages in different waters and different trips, or, in other words, territorial variation. The following is that part of the agreement pertaining to wages, which was entered into with the Shipowners' Association, October 21, 1902:

"If the crew is not furnished within forty-eight hours after written notice has been given to the union agent by the master, owner, or agent, the master, owner, or agent, may get crew elsewhere. Fares to be paid by vessel and wages to begin when men come on board." "Nine hours to constitute a day's work in all bar harbors and inside ports of the Pacific Coast to the north of San Francisco and all ports south of San Francisco and the Hawaiian Islands. Provided, that in the Hawaiian Islands and the South Sea Islands, laying in open ports, the working hours may be varied so as to begin not earlier than six a. m., and not later than seven p. m., but that in no case, unless overtime is paid, shall working hours exceed nine hours per day. Coffee time to be limited to ten minutes." "No demand to be made for a lump sum of wages for a single voyage, and crews to sign for the round trip, to be employed in the loading and discharging coasting vessels either by themselves, or along with stevedore's gangs or longshoremen. Whenever a crew is signed from a coast port to San Francisco and return, and vessel's destination is changed or vessel is laid up waiting for a berth, the master may pay the crew off at any time, but shall pay in addition to wages then earned, the fare back to port of shipment in money, unless crew shall agree to sign over for a new voyage." It should be noted in the last article just quoted that there is a change in provision stating explicitly that the fare shall be paid "back to port of shipment *in money* unless crew shall agree to sign over for a new voyage." This is a distinct advantage for the seaman over a similar agreement signed in April, 1902, quoted above.

This discussion would be incomplete, possibly misleading, without a final word relating to the present. The relations existing between the employers and the employees in the shipping industry, are just now, it seems, in a transitory stage. There is a tendency at present on the part of the shipowners, without any serious objections from the unions, to abandon the signed agreement which has

prevailed hitherto, and substitute for it what they style a "Tacit Agreement," which is about the same as the former signed agreement without the signature of the shipowners and the unions. At the present time the shipowners' association is under signed agreement with only one of the maritime unions of the coast, viz., the marine engineers. All the other agreements with the other organizations have either expired and have not been renewed, or have been abrogated by the association. The essential reasons for the association's action in the matter, as stated by their representative, may be summed up as follows: First, a signed agreement with a union means nothing because the union is not incorporated and hence not responsible. Secondly, the signed agreement has to be renewed periodically and the date of renewal is always preceded by numerous demands from the unions which if not granted, lead to a fight and "tie up." The shipowners contend that the signed agreement with the unions is of no value unless backed up by good faith, and that the good faith can be had just as well without the signed agreement and thus eliminate the objectionable features that go with it.

The unions have no serious objections to doing away with the signed agreement, because, in the first place, they have a practical monopoly of the supply of labor of the shipping industry and are so well organized as to control completely the men in the various branches of the industry. It is to be noted that most of the men who go to sea are foreigners coming for the most part from the northern countries of Europe direct to New York, the number reaching San Francisco by way of the Horn being comparatively small. The majority of those on the coast come across the continent, with the result that there is no surplus from which the shipowners can recruit their forces in the case of a strike, and a virtual monopoly of the supply of labor is enjoyed by the maritime unions of the Pacific Coast. The same fact that makes this possible, however, on the Pacific Coast prevents it on the Atlantic. The large number of immigrants constantly landing in New York and other ports of the Atlantic Coast makes it practically impossible for the unions to get control of the available labor force that can be employed on ships. The large number of immigrants constantly arriving from Northern Europe enable shipowners to obtain crews with ease at all times.

On the coast the only man who comes in contact with the seamen is the ship's delegate, who is a representative of the union. Whenever an order is turned into the shipowners' office for a man or a number of men, the order is handed to the delegate and he secures the men. In this way the delegate is the only man with whom the sailors come in contact and they naturally look upon him, a representative of the unions, as the chief factor in their employment. This condition of affairs, the owners claim, makes the seamen hold allegiance to the unions first and service to the shipowners second. For this reason they would like to dispense with the ship's delegate, but so far they have been unable to do so. To eliminate the delegate would necessitate a complete change of the system of securing crews as it exists at the present time, and, besides, the unions would not consent to it.

Under the new plan, since the signed agreement has been eliminated, the representatives of the unions and the representatives of the shipowners meet together and talk the situation over and decide on such terms as are mutually satisfactory. The shipowners then embody these terms in the form of a tacit agreement and issue them as their rules governing men in their employ. The unions do likewise, except that they issue them as their working rules governing the employment of members of the unions. This is a peculiar evolution of the wage scale agreement, but encouraging, inasmuch as it adheres to collective bargaining.