



SEAFARERS LOG

Vol. XXXIV No. 6

June 1972

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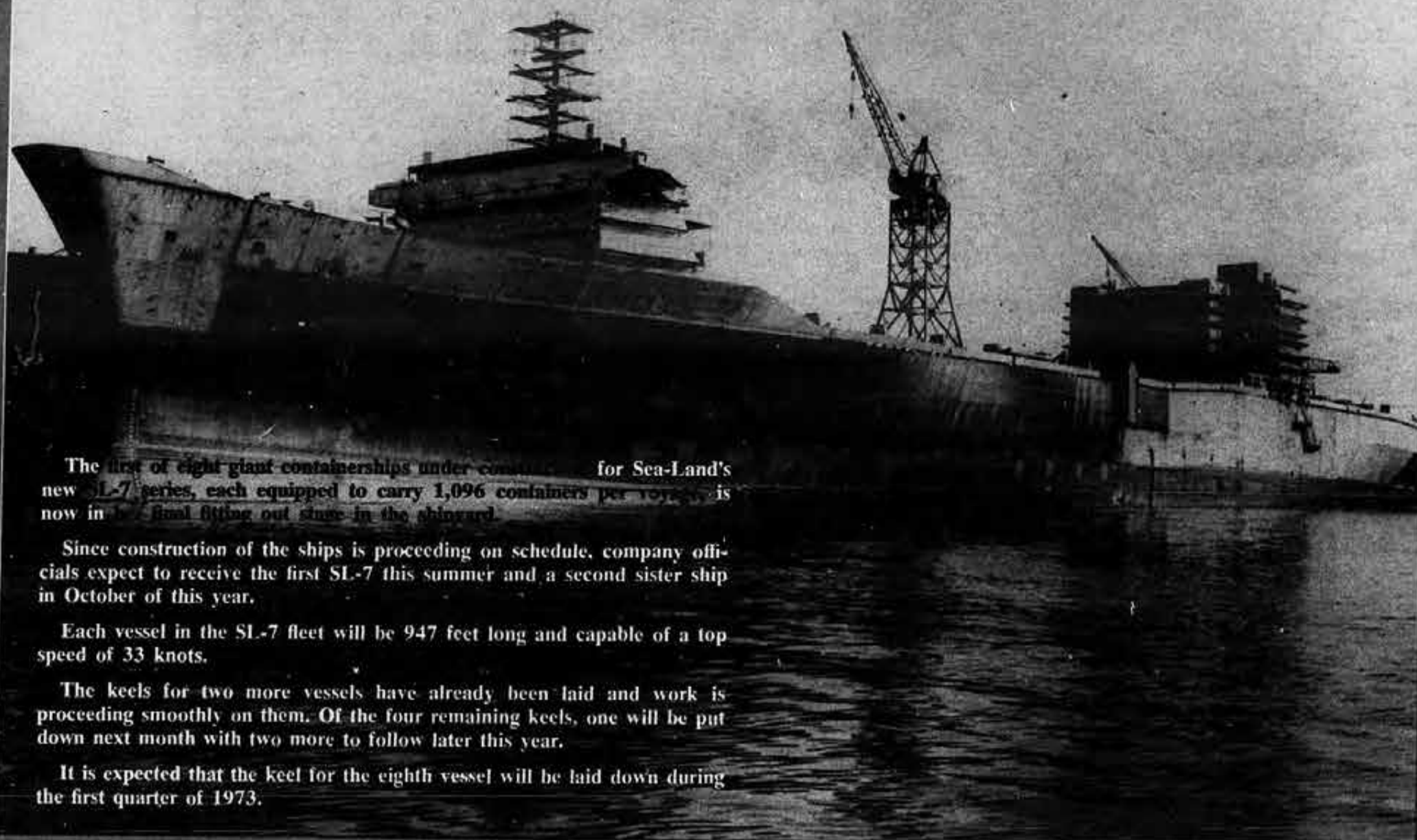
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Containership Construction on Schedule



The first of eight giant containerships under construction for Sea-Land's new SL-7 series, each equipped to carry 1,096 containers per voyage, is now in final fitting out stage in the shipyard.

Since construction of the ships is proceeding on schedule, company officials expect to receive the first SL-7 this summer and a second sister ship in October of this year.

Each vessel in the SL-7 fleet will be 947 feet long and capable of a top speed of 33 knots.

The keels for two more vessels have already been laid and work is proceeding smoothly on them. Of the four remaining keels, one will be put down next month with two more to follow later this year.

It is expected that the keel for the eighth vessel will be laid down during the first quarter of 1973.

**U.S. - INLAND - SEASIDE
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The SIU and the Learning Process

The congratulations of all Seafarers go to the winners of the SIU scholarships in this, the nineteenth year of the scholarship program.

This year's winners join a long procession of young men and women whose intelligence and diligence have earned them the union's assistance in higher education. Past winners have been a credit to the program, and surely the "Class of 1972" will bring the program even more honor and more respect. We offer the five winners our best wishes for success in their college careers.

The scholarships are, and they always have been, a fine and fitting part of the total education program of the SIU, a union historically immersed in the learning process.

It is not merely self-serving back patting to say that the SIU has achieved the best, and the most expansive education program in the union movement. And it didn't come about by accident.

The program evolved from upgrading training programs carried on in the ports. Small programs that helped members of the SIU advance themselves in their careers, improve their working skills and not miss a day's sailing or lose valuable seniority.

From there we advanced to formal, large-scale training programs for both entry rating and upgrading and we consolidated all the various education programs into one at the Harry Lundeberg School in Piney Point.

There was resistance to that within the union. Some thought Piney Point would be a "white elephant." But each day of its existence proves the true value of the Piney Point school, for each day young men learn a new trade and the professional Seafarer takes the necessary steps on the road to career improvement.

And the Lundeberg School is more than just a vocational center, it is a center of academic learning as well.

We can be proud, extremely proud, of the school's record in granting equivalency high school diplomas to young men who would otherwise have faced a bleak life of little opportunity.

The SIU commitment to education runs still deeper, and without exaggerating it can be said that it extends to the four corners of the world through the education director who is a member of the SIU ship's committee aboard each and every vessel we man.

None of that means that the SIU education program is perfect or that we are doing enough. Perfection is impossible in this world, and being too satisfied is a great danger.

For any education program to succeed it must be constantly under analysis and always willing to adapt to well placed criticism. And it must never lose sight of its goal—the improvement of man.

Education is for the total man. As he learns, he grows bigger, if not in stature, at least in spirit. And learning is one of the most remarkable exercises in all human endeavor—the more learning you take, the more there is to get. Because one fact may lead to several paths of inquiry and those paths branch off to several more.

We in the SIU intend to keep exploring the paths of education for our members and their families. The future commands it.



Paul Hall

SIU Membership Voting on New Contract

New freightship and tanker agreements, both of which secure significant increases in wages and overtime for Seafarers, along with a new pension provision and beneficial work rules changes have been negotiated between the SIU's AGLIW District and its contracted companies.

The three-year contracts are being presented for membership approval at all SIU-AGLIW port membership meetings this month, and on board ships as they arrive in port. If this proposed contract is approved by the membership, it will be submitted to the federal Pay Board according to Phase II regulations.

To bring the new contract into compliance with the Pay Board and to protect the monetary gains, the work rules of the contract have been renegotiated.

The pension provision stipulates that in addition to retirement on full pension at age 55 after 20 years of seafaring, a Seafarer may secure an extra \$15.00 per month above the present early normal pension for each additional year he remains in the industry up to a maximum of \$355 per month.

If a 55-year-old Seafarer with 20 years seafaring decides to continue sailing for an additional year, his pension for life will be increased to \$265.00. If he remains active for two years, he will receive \$280.00, and so on until the \$355.00 maximum is reached.

Premium Overtime

In addition to the standard overtime rate for work performed Monday through Friday, a unique new premium rate of overtime for work done on Saturdays, Sundays, and holidays has been established in the new agreements.

This new premium rate is a "first" for unlicensed personnel in the industry.

Some highlights of the new base-wage increases include:

- In the deck departments, the freightship bosun's rate is increased \$147.87 to \$804.96 per month over three years. The SIU tanker bosun (aboard vessels of 25,500 D.W.T. or over) will receive a \$157.76 base-wage increase over three years to \$848.42 per month.

The able seaman receives a pay increase of \$113.64 over three years aboard tankers, to a new monthly rate of \$620.05. The ordinary seaman's wages are raised over three years to \$479.04 per month aboard freightships, and \$491.67 aboard tankers, for a base pay increase of \$87.83 and \$89.89 respectively.

Aboard freighters, the monthly increase over three years is \$112.30 for a new rate of \$612.85 per month.

- In the engine departments, the chief electrician aboard freighters receives a wage increase of \$174.14 over three years to \$946.97 per month. Tanker chief pumpmen go from the current rate of \$707.06 to \$866.27 over three years for an increase of \$159.21. Wipers will receive a pay boost of \$104.25 over three years aboard tankers to \$569.30 per month. Wipers aboard freightships will go to \$569.28 over three years.

Oilers aboard freightships receive an increase of \$112.30 over three years to a new monthly rate of \$612.85. Diesel oilers will go to \$659.51 per month over three years, an increase of \$120.95. Oilers sailing aboard tankers will go to \$620.05 per month over three years.



SIU Vice President Earl Shepard discussed the proposed Port of New York. The meeting was attended by SIU new contract at the June membership meeting in the scholarship winners and their families. (See Pages 6-7)

Firemen-watertenders will go to \$612.85 per month over three years aboard freighters, an increase of \$112.30. The fireman-watertender on tankers will receive \$620.05 after three years, an increase of \$113.64.

- In the steward departments, the tanker chief steward (vessels of 25,500 D.W.T. or over) will receive a boost of \$158.40 over three years to \$804.96 per month over three years for an increase of \$147.87.

Messmen aboard tankers will receive a raise of \$86.86 over three years

to \$475.30 per month. Messmen aboard freighters will go from the current rate of \$388.45 per month to \$475.31.

Comparable base-wage increases have been secured for other ratings.

A number of penalty work rates, covering such jobs as handling explosives, have been increased, while at the same time duties never before included under penalty rates, such as sand blasting and refueling at sea, are now covered by the higher penalty rate.

The contracts also maintain the

SIU's precedent of providing the highest penalty port time rate in the industry for hours worked before eight and after five.

Tank cleaning, hold cleaning, standby and longshore work rates have been substantially increased by the agreements. In some cases, the new rates are more than double those contained in previous contracts. For example, hold cleaning, which previously called for 52 cents per hour has been raised to the overtime rates of

(Continued on Page 5)

Hill Committee Reports Bill Setting 50% Oil Imports Carriage for U.S.-flag Ships

The House Merchant Marine and Fisheries Committee has passed by a vote of 26-4 a bill which would require that half of the nation's crude oil imports be carried aboard U.S.-flag ships.

The bill now goes to the House Rules Committee where it is expected that the powerful oil interests, which

ports of small refineries which bring less than 30,000 barrels of oil per day into this country.

The measure has been supported by independent tanker operators in order to get many of their laid-up ships plying the seas again and thus offering job opportunities for those Seafarers manning them. The SIU also has been a staunch supporter of the measure.

Committee members who participated in the final action on the bill reported that it "was passed with strong support."

The Senate Commerce Committee earlier had passed a similar measure and attached it as a rider to the Maritime Administration's fiscal authorization bill. The bill is expected to come up for a vote before the Senate in the near future.



Rep. Edward A. Garmatz

argued strongly against the measure in hearings conducted by the Merchant Marine and Fisheries Committee, will try to bottle it up.

As reported out by the committee chaired by Rep. Edward A. Garmatz (D-Md.) the bill exempted residual fuel and heating oil imports from the 50 percent U.S.-flag ship carriage stipulation.

It also exempted the crude oil im-

SIU-Contracted Waterman Co. Signs Operating Subsidy Pact with MARAD

The SIU-contracted Waterman Steamship Company in May signed a three-year operating differential subsidy contract with the Maritime Administration for eight break bulk vessels operating on the Gulf to Far East trade route.

The new contract covers a minimum of 18 and a maximum of 30 vessel journeys per year under ODS.

The ships involved are C-2s *De Soto*, *Hastings*, *Topa Topa*; C-3s *Hurricane*, *La Salle*, *Morning Light*; and C-4s *Hong Kong Bear* and *Washington Bear* which Waterman will charter from Pacific Far East Lines.

Waterman has a total of 19 ships which have been brought under ODS in the past two years. The company operates eight break bulk and three LASH ves-

sels on the Atlantic and Gulf to India, the Persian Gulf and the Red Sea trade route under an ODS contract signed in June, 1971.

Laid-up Tankers Are Reactivated

A recent upsurge in the tanker industry has brought several ships out of layup and created job opportunities for Seafarers.

In March, 13 SIU-contracted tankers totaling 538,812 deadweight tons were reported in layup. By the end of May, nine of them had obtained government charters and were once again sailing to ports around the world.

Among the tankers reactivated were the *Manhattan*, *Transsuperior*, *Overseas Alice*, *Overseas Joyce*, *Overseas Rebecca*, *Overseas Valdez*, *Penn Champion*, *Monticello Victory* and *Montpelier Victory*.

SIU Elections Upheld; Complaints Dismissed

The U.S. Secretary of Labor has advised that the Labor Department is dismissing attempts to set aside the 1971 election of SIU officers.

The Labor Department said that after investigation of protests of the 1971 election, there is no basis under the law—including the SIU Constitution—for any action to set aside the vote. This determination by the Labor secretary closes out all issues concerning the election.

Here is a report on Labor Department actions submitted by the SIU's General Counsel.

The protests investigated by the Secretary of Labor were filed by one active member and one pensioner. The protests concerned themselves not with the conduct of the election, but with the rules and regulations for candidates spelled out in our Constitution which was adopted overwhelmingly by the membership.

Latest in Series

As in all investigations by government representatives, Union General Counsel, his staff, officers and employees of the union were required to spend considerable time and effort meeting and conferring with the investigators, breaking out and making available voluminous records and material and preparing appropriate memoranda and positions. It is apparent that such efforts are at considerable expense and equally prevented union representatives and staff from attending to their regular duties and servicing the membership.

This most recently concluded investigation is only one episode in what has been uniformly happening after all our officers' elections, since im-

mediately after the passage of the Landrum-Griffin Act in 1959.

In our 1960 officers' elections and again in 1964, one of the men referred to protested the election. In both instances the Secretary of Labor thoroughly investigated the protests and found no basis to move against the results of the 1960 and 1964 elections.

In the 1968 officers' election, the men referred to again protested the election. After investigation, the Secretary of Labor, in 1969, brought an action in the Federal Court to set aside the election and for a rerun under his supervision. The union, through its General Counsel, maintained that the election, its rules and regulations, were in accordance with the law and the SIU Constitution, and strenuously defended against the Secretary's action.

Voluminous preparation and court work was performed by union General Counsel in conjunction with the union officers and staff so as to establish the correctness of our position—that there was no basis to set aside the election and run a new one.

Finally in early February, 1972, upon stipulation and agreement of all parties, the Federal Court made an order discontinuing the Government's action, permanently ending the case without interference with the election or its results. Thus after four years, the results of the 1968 election were upheld.

Twelve Years

Thus ends 12 years of costly union involvement as the result of the complaints filed by the two men referred to above against the conduct of SIU elections. The dismissals and disposi-

tion of these complaints by the Labor Department and the Federal Court certainly indicates that the Union—as an institution—has been subjected to unnecessary drain upon its financial and manpower resources.

Even though, as the results have indicated, this costly fight by the union was unnecessary, it was nevertheless essential that the union fight them in order to protect the union, which is the very keystone of the interests of all the membership. Any and all unjustified attacks on the union must be fought in the best interests of the membership it represents.

NLRB Rules Contracts Can't Hinder Domestic Ship Sales

The National Labor Relations Board, in a decision expected to have a widespread effect on the merchant marine, has ruled that unions cannot use the collective bargaining agreement to stop the sale of ships.

In a case involving the sale of the tanker *Barbara* by Commerce Tankers to Vantage Steamship Co., the NLRB found that the National Maritime Union was guilty of an unfair labor practice in having the sale enjoined on grounds that the company failed to notify them of the sale as provided by the union contract.

The NLRB ruling prohibits the NMU from enforcing those sections of the contract, and thus ruled against the concept that "the contract follows the ship."

That concept in the past has forced several companies to sell their ships

to foreign nations in order to avoid potential labor trouble.

Maritime industry spokesmen said the decision would change the industry by permitting management "to negotiate ship sales among ourselves without always having to be worried about getting shut down if we sell to the wrong guy."

The NLRB charge of unfair labor practice was brought against the NMU by the Vantage company. The SIU supported the Vantage position.

SIU President Paul Hall said of the decision, "our point of view has prevailed because it is, I think, good for the industry over all. But we are not victors and they are not vanquished because the decision will cut both ways. They will probably lose some ships to us, but I'm sure we'll also wind up losing some ships to them."

National Maritime Council

Statement of Purpose

The National Maritime Council is a unified organization of all segments of this industry, the ocean carriers, the land-based maritime and sea-going unions, the shipbuilders, and the Department of Commerce of the federal government. Its purpose is to develop a strong, competitive, modern American-built, privately-owned and operated U.S.-flag Merchant Marine which will afford U.S. importers and exporters the finest and most consistently operated maritime fleet in the world. The Council's job is the implementation of programs designed to gain the confidence and support of importers and exporters in order to secure their maximum use of U.S.-flag vessels in the foreign commerce of the United States.



The Seafarers International Union is a participating member of the National Maritime Council.

Trans-Alaska Pipeline Given OK by Interior

The long-delayed, vitally needed, Trans-Alaska oil pipeline moved closer to becoming a reality in May when Interior Secretary Rogers C. B. Morton announced that he intended to issue permits for its construction.

The pipeline would be built to transport oil from the Alaskan North Slope oil fields around Prudhoe Bay to the Port of Valdez in southern Alaska. From there, U.S.-flag tankers would transport the oil to a refinery north of Seattle, Wash.

Secretary Morton, in announcing his decision, said, "I am convinced that it is in our best national interest to avoid all further delays and uncertainties in planning development of Alaska North Slope oil reserves by having a secure pipeline located under the total jurisdiction and exclusive use of the United States."

However, it was clear that the pipeline would face more delays because of legal action brought by conservation groups and the Canadian government.

Ecology Threatened

Conservation groups claim that the pipeline would cause permanent ecological damage to the Alaskan wilderness, and the Canadians claim that their fishing and recreation areas on the Gulf of Alaska would be threatened by the possibility of oil spillage.

On the other hand, said Secretary Morton, regulations have been drawn,

both for the construction of the pipeline and for the ships that will carry the oil, that minimize the dangers to the environment.

"No other pipeline or petroleum transportation system is subject to the degree of protection that our stipulations will provide," the secretary said.

Secretary Morton said he had given serious consideration to a pipeline route across the north part of Alaska and through Canada to the Midwestern United States.

'Not Feasible'

He said he had dismissed maritime routes through the Northwest Passage, the Beaufort Sea and the Bering Sea as being "not technologically feasible at this time."

He dismissed the Trans-Canada route, he said, for several reasons including uncertainty of financing, greater ecological danger and delay caused by the preparation of engineering reports over the proposed Canadian route.

Secretary Morton added, "my final decision was reached after months of deliberation with consideration of the views that have been expressed from all sides. On balance, I am convinced that my decision now in favor of a Trans-Alaska pipeline is in the best interests of the Nation and the American people."

The SIU has supported the Trans-Alaska route.

FPC Official Approves LNG Import, Construction Plan

A \$1.33 billion program to import liquid natural gas (LNG) from Algeria and the construction of facilities and cryogenic tankers has been approved by an examiner of the Federal Power Commission (FPC). Upon final approval by the entire Commission, the letting of bids for the six domestic ship contracts will be issued.

Presently the Commerce Depart-

ment has \$73.2 million in its fiscal 1973 budget for subsidies for four American-built LNG tankers. The Maritime Administration has also already approved a subsidy rate of 17 percent for the tankers.

Imports of 365 billion cubic feet of LNG would be provided over the next 25 years by the El Paso Marine Co., a subsidiary of the Texas firm which now supplies natural gas overland to customers in the Southwest. To help finance portions of the project, the Export-Import Bank has signed a preliminary letter of understanding.

The first full year of the LNG deliveries is expected to be 1977. It would come from the rich Hassi Rimel field in the Algerian Sahara and will be produced by Sonatrach, a state-owned oil and gas company. This company will spend approximately \$600 million for the pipelines, a liquefaction plant and storage facilities. El Paso will provide about \$500 million for nine insulated tankers. Three have already been approved by the FPC for construction in a French shipyard. Three carriers of the spherical design and three using the membrane design will be built in the U.S.

Five Per Year

According to El Paso Natural Gas officials, three of the \$70 million LNG could be built at the General Dynamics Shipyard in Quincy, Mass. General Dynamics is the only U.S. licensee to use the spherical Moss-Rosenberg design.

The Quincy shipyard could, according to an editorial in an employee-periodical, deliver its first ship by 1973 and attain construction of five ships per year by 1975.

LEGISLATIVE REPORT



By B. Rocker

Cargo Preference

Senate bill S. 3404, to require that 50 percent of all oil imports be carried in U.S.-flag ships, has been modified in the Senate Commerce Committee, and the concept of that bill has been added as an amendment to the Maritime Authorization Bill.

As amended, residual fuel oil and No. 2 would be excluded from the requirement. Approximately two million barrels of oil a day, exclusive of these two types, are now imported, and all imported oil is carried on foreign-flag ships.

The Commerce Committee has ordered the bill out of committee, but no date is scheduled yet on the Senate floor for discussion and vote.

The House Merchant Marine and Fisheries Committee presently is considering three cargo preference bills.

H.R. 12324, identical to S. 3404 as it was introduced, is still in the Committee. Hearings were concluded in March.

H.R. 10923, introduced by Rep. Edward A. Garmatz (D-Md.) and others, would require that U.S. government agencies make every effort to ship 100 percent of their cargo in privately owned U.S.-flag ships "when there is no substantial difference between U.S. and foreign ocean freight rates at time of shipment."

H.C. Res. 403 deals with military cargo, and would make it mandatory that military cargo be shipped on U.S.-flag ships subject to national defense considerations.

Although the Military Cargo Act of 1904 required that all military cargo be shipped on U.S.-flag ships, there has been some conflict in interpretation. This is due to the fact that the Cargo Preference Act of 1954 provides that 50 percent of government-generated cargoes be shipped on U.S.-flag ships. H. Con. Res. 403 would make it clear that the Cargo Preference Act of 1954 does not override the 1904 Act, and that all military cargo should be transported on U.S.-flag ships.

Authorization for Maritime Programs

S. 3335, to authorize appropriations for fiscal year 1973, was introduced by Sen. Warren G. Magnuson and referred to the Commerce Committee.

The content of the bill, identical to H.R. 13324 which has already passed the House, includes authorization for construction differential subsidies, operating differential subsidies, research and development funds and funds for operation of maritime schools. There is also a provision to buy from operators 10 ships for a national defense reserve fleet.

New Contract Negotiated

(Continued from Page 3)

\$2.73, \$3.44 and \$4.48 over the three year life of the agreement.

In addition, the rate for handling lines ashore has been doubled.

New Ratings

The new contract also creates several new ratings for engine department personnel, such as QMED and Electrician/Reefer.

These new ratings give engine department Seafarers an opportunity to considerably raise their earnings by securing the new ratings. The base wages for these ratings are in excess of \$800.00 per month. Their premium rate of overtime is in excess of \$7.00 per hour.

In the steward department, the chief cook's hours aboard SIU contracted vessels have now been changed so that they can earn the same amount of port-time hours as the rest of the steward department.

The new freightship agreement provides for a rest period for day workers at sea, a provision previously contained only in tanker agreements.

The new tanker agreement provides

a "first" through its payment of overtime during refueling operations at sea.

A new time-off penalty provides a full day's pay for each full day off not received by a Seafarer at the time it is due. For circumstances where four hours or less time off is not received when due, a man will receive one-half day's pay. This reflects achievement of another "first" contained in the SIU's contracts not found in any other contract in the industry covering unlicensed personnel.

The allowance for launch service has been raised from the previous \$2.00 to \$5.00 and a new penalty provision has been added for lack of air conditioning aboard ship due to breakdowns.

The idle status provision in the new contracts cuts idle time from ten to seven days and will, in the opinion of SIU negotiators, benefit the membership greatly by returning ships to active status much faster than previously has been the case.

Several language clarifications are also included in the contracts.

SIU's Shepard Attends IMCO Conference

SIU Vice President Earl Shepard in May participated in meetings of the Maritime Safety Committee of the International Maritime Consultative Organization (IMCO) held in London, England.

The safety committee session was the first of several planned to discuss all aspects of ship safety including minimum manning of watches, minimum qualifications for watch standers both licensed and unlicensed, training requirements for various kinds of vessels and international standards for officers and crews.

Shepard was an advisor to the U.S. delegation and participated in the drafting of documents on basic principles of a safe navigational watch on the operations of the officer of the watch.

Two meetings of the IMCO committee are scheduled for 1973.

1972 Scholarship . . .



Marilyn Calister

Raymond Calister



Steven Wong

Kong Wong



Joyce Parker

James Parker



Thomas Rood

Donald Rood



David Crowley

Five SIU scholarships valued at \$10,000 each have been presented to the children of Seafarers in the Union's 19th Annual Scholarship Award program.

Three young men and two young women were selected from among 32 applicants. They can use the money to forward their education in any accredited college or university in the United States or its territories. No Seafarers applied this year.

The five winners are:

Marilyn B. Calister, daughter of Seafarer and Mrs. Raymond Calister.

David J. Crowley, son of deceased Seafarer and Mrs. John L. Crowley.

Joyce Parker daughter of Seafarer and Mrs. James W. Parker.

Thomas H. Rood, son of Seafarer and Mrs. Donald L. Rood.

Steven K. Wong, son of Seafarer and Mrs. Kong Wong.

This year's five winners brings the total number of scholarships awarded since 1953 to 98. Of that number, 26 were Seafarers and 72 were the children or dependents of SIU members. During the past 19 years the SIU has awarded \$354,550 in scholarship benefits.

Marilyn Calister

Marilyn B. Calister, 18, is presently attending Canarsie High School in Brooklyn, N.Y. and hopes to attend either Buffalo or Boston University this fall.

In a moving description of how she chose her future work, Ms. Calister explained "it was Joseph who showed me which path to take." She writes that "Joseph is a six-year-old brain damaged child who was put in my care for two months" this past summer.

Working with Joseph took patience and love but finally Ms. Calister "taught him to read and crawl on his hands and knees." She intends to pursue a career of physical therapy by majoring in biological science and minoring in physical science while in college.

Ms. Calister is very active in extra-curricular activities in high school and is co-captain of the gymnastic team. Her scholastic abilities have earned her a place in the school's Arista Honor Society.

The letters of recommendation sent in for Ms. Calister complimented her highly on her sincerity, intelligence and leadership ability. A parish priest wrote that "Marilyn possesses a firm sense of honesty and dedication in her many involvements. She is an extremely competent and resourceful young woman who is unafraid to apply herself to tasks at home, in school, and within the community."

A teacher in the Canarsie English Department writes "as a woman of character, Marilyn exceeds most people of her age. . . . To those of us who know her, there can never be any doubt that we are fortunate enough to know an outstanding human being."

Her father, Raymond Calister, has been a member of the union since 1960 when he joined in the Port of New York. He sails as a deck hand for the Railway Marine Region of the union.

In 1967, Marilyn's older brother, Anthony, also won an SIU scholarship when he too was a senior at Canarsie High School. Valerie Ann

Calister, Marilyn's older sister, was chosen as an alternate winner in the 1968 competition.

David Crowley

David J. Crowley, 17, of New Salem, Pa., will graduate in June from Uniontown Area Senior High School. He hopes to attend the University of Maryland or the University of Pennsylvania to study political science. Mr. Crowley wrote, "Since an understanding of political structure is necessary to improve social standards, I intend to become a political scientist."

Active in high school activities, Crowley is sports editor of the school paper and a member of the Science Club.

His English teacher wrote, "in my association with David Crowley during the past three years, I have found him to possess a positive and stimulating ethical character in which his peers find a challenge to their growth as well as an example for their own living."

David's father, John L. Crowley, passed away in 1956. He had joined the union in 1945 in the Port of New York and sailed in the deck department.

Joyce Parker

Joyce Parker, 18, is a senior at Muskogee High School in Muskogee, Okla. and plans to attend either Bacone College or Saint John's School of Nursing.

Ms. Parker's career goal is to become a registered nurse so she can use her skills "to help people." "Working in a doctor's office," says Ms. Parker, "isn't for me. I'd like to work in a hospital or maybe go in the service."

Her interest in nursing is shown by her extra-curricular school activities. She is a member of the Medical Specialties Club and is working as a nurse's aid in her community.

Ms. Parker is also very able scholastically and is on her school's honor roll. Her principal writes that she has "a very good scholastic average and a positive attitude toward her work."

Her father, James W. Parker, joined the union in 1951 in the Port of New York and sails in the deck department.

Thomas Rood

Thomas H. Rood, 18, lives in Elysburg, Pa. and attends Southern Columbia Area High School in Catawissa, Pa. He hopes to go to Pennsylvania State University or Carnegie Mellon University to study architectural engineering.

Mr. Rood has been active in such school organizations as the Drama Club, Chess Team, Spanish Club and Art Club. His grades have earned him a place in the Honor Society and he also received a Letter of Commendation from the National Merit Scholarship Program this year.

Outside of school, young Rood is a member of the Boy Scouts of America and the Luther League, a church organization.

His principal writes that Rood "is honest, dependable, punctual and very cooperative. His leadership qualities are also above average."

Thomas' father, Donald L. Rood, sails in the deck department. He joined the union in 1945 in the Port of New York.

Steven Wong

Steven K. Wong, 17, lives in Brook-

... Winners Announced

lyn, N.Y. where he attends Brooklyn Technical High School. In the fall he would like to study aeronautical engineering at either Brooklyn Polytechnic Institute or Massachusetts Institute of Technology.

His outside interests are coin collecting, fishing and baseball. In high school, Mr. Wong has distinguished himself academically by being elected to the Arista Honor Society.

In a letter of recommendation to the union, a friend of the Wong family wrote, "In my opinion, Steven possesses an excellent character and personality, that he is of high unquestionable integrity, trustworthy and exceedingly capable."

Steven's father, Kong Wong, has been a very active union member since he joined in 1953 in the Port of New York. He has helped on organizing jobs and has often served as department delegates while sailing.

Besides the five scholarship winners, two alternates were picked in case any of the awardees are unable to accept.

They are:

Ruth Carpenter, daughter of Seafarer and Mrs. Alvin C. Carpenter.

Robert B. Stennett, son of Seafarer and Mrs. Charles D. Stennett.

The winners and alternates were picked by an impartial board of six educators: Dr. B. Ireland, College Entrance Examination Board; Dr. E. Kastner, New York University; Mr. R. Keefe, Lewis and Clark College; Dr. C. Lyons, Jr. Fayetteville State University; Mr. D. O'Connell, University of Chicago, and Edna Newby, Douglass College.

According to the scholarship committee, the records of this year's applicants were the best they had ever seen and they found their job of picking winners very difficult.

The SIU was the first maritime union to offer scholarships and the program is considered one of the best "no strings attached" plan in the country.

Realizing that the cost of education has risen over the years, the scholarship award was raised from \$6,000 to \$10,000 last year.



Two of this year's scholarship winners and their families attended the June membership meeting in the Port of New York to receive congratulations from union officials and the rank-and-file members. Seated at the meeting in the front row, from the left are Steven Wong, Mrs. Wong, Seafarer Wong, Seafarer Calister, Mrs. Calister and Marilyn Calister.



Steven Wong and Marilyn Calister, two of the 1972 scholarship winners, are congratulated by SIU President Paul Hall at the June membership meeting in the Port of New York. From the left are: Seafarer Raymond Calister, Mrs.

Calister, Marilyn Calister, Hall, Steven Wong, Mrs. Wong and Seafarer Kong Wong.



Meeting on May 8 at SIU Headquarters in Brooklyn, N.Y., the scholarship committee gets ready to pick this year's five winners. Seated from left are: Elwood C. Kastner, Dean Emeritus at New York University; Charles D. O'Connell, Dean of Students at the University of Chicago; Bernard P. Ireland, Assistant to the Executive Vice-President on the College Entrance Examination

Board; Charles A. Lyons, Jr., President of Fayetteville State University; Edna M. Newby, Associate Dean at Douglass College, and R. M. Keefe, Director of Admissions at Lewis and Clark College. Talking with the committee before they begin work is Price C. Spivey, administrator of the Seafarers' Plans.

AFL-CIO Outlines Maritime Program, Economic Goals to Democrats, Republicans

In a statement to the platform committees of both the Republican and Democratic parties, the AFL-CIO said the only "tolerable" alternative for maritime was "to restore America's historic place as a major seapower with a far-ranging merchant fleet and a strong naval force."

In outlining its maritime program, the federation stressed the need to ship American goods in American-flag ships, the need for a large-scale shipbuilding program and continued operation of the Public Health Service hospitals.

Effects of Provisions

The AFL-CIO gave its "full support" to legislation requiring that 100 percent of all government-financed cargo must be carried in American bottoms.

"We ask that 50 percent of all U.S. oil and natural gas imports be carried in American flag ships," the statement urged.

If enacted, the federation said, those provisions would:

- "Lessen the nation's dependence on other countries, since reliance on a third party for transportation doubles the risk of the United States being cut off from needed supplies."
- "Lessen the risk of oil spills and pollution since stricter controls and licensing standards will assure that these potentially dangerous and polluting cargoes will be carried in the safest and ecologically conscious manner possible."
- "Improve the U.S. balance of payments since the transportation costs would not result in a drain of U.S. dollars."
- "Provide thousands of jobs for Americans who build and man these vessels."

In the realm of shipbuilding, the federation said that the 30-ships-a-year construction rate incorporated in the Merchant Marine Act of 1970 "must be accelerated to 50 ships per year in the immediate future" if the nation is to have a viable shipbuilding industry in the future.

To that end, the AFL-CIO said, "we ask full support for legislation which would authorize adequate funds for operating and construction subsidies to keep the American merchant marine afloat."

The federation added, "ship construction depends upon the guarantee of cargoes for American ships after they are built." Both cargo preference law revision and the continuing efforts of government, labor and ship management are needed to bring in the cargo, according to the federation.

PHS Hospitals

The AFL-CIO said it was "deeply concerned" about the government's efforts to close the eight remaining USPHS hospitals.

The federation cited congressional resolutions urging study of alternative uses for the hospitals and said the Department of Health, Education and Welfare instead of heeding the resolutions, "continues its efforts to transfer the hospitals to community control."

The federation urged that the hospitals be kept open and recommended that action be taken to assure their continued operation as "a vital segment of America's health care system."

In other maritime problem areas, the federation recommended: Closing the Jones Act loophole that exempts the Virgin Islands from the domestic shipping requirement; action to prohibit the export

of Alaskan oil; and "tightly and rigidly" closing the tax advantages given owners of "runaway" ships.

Program Offered

In matters of interest to organized labor in general, the AFL-CIO offered a seven point program "to create jobs and turn the economy around," a step made necessary by what the federation described as the "chaotic state" of the economy at present.

Included in the AFL-CIO program are suggestions that public service employment be strengthened and expanded; that tax structure be reformed to eliminate loopholes that serve the rich; that Congress conduct a study of the nation's monetary policies with a view to reform; that the buying power of worker's wages be increased; that inequities in the current economic program be eliminated and that the Burke-Hartke bill on foreign trade and investment be adopted.

The Burke-Hartke bill, the federation said, is necessary to protect workers against a flood of imports that have closed whole industries and put thousands out of work.

The federation again repeated its call for passage of a National Health Security Act that would provide medical insurance for all Americans while guaranteeing free choice of doctor and health facilities.

Other platform suggestions cover a broad spectrum of social concerns from the need for a balanced approach to the resolution of problems of ecology and economic growth to the federation's strong opposition to compulsory arbitration as a means to end transportation strikes.



REGISTER AND VOTE

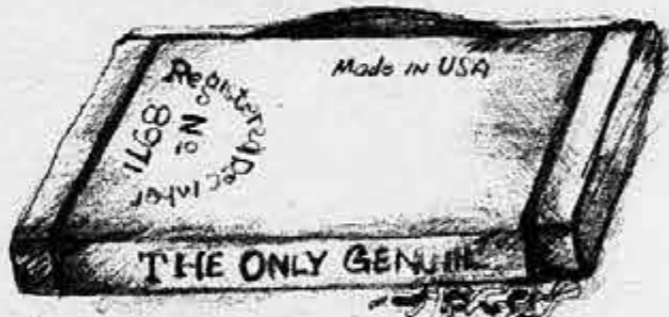


Tools for Self Destruction

7tool/tul/-la: an instrument used or worked by hand: **IMPLEMENT.** 2a: an instrument or apparatus used in performing an operation or necessary in the practice of a vocation or profession. 2b: a means to an



end. 3: one who is used or manipulated by another. The tool makers of the 8 tools shown here did not intend to



construct tools of destruction. In the reality of the drug world the tool user is not practicing a vocation or a profession but he is being manipulated by



these tools in the art of his own destruction. Two tools could be added to the list: the pusher and the user. Your career as a seaman will self-destruct with a stick of marijuana or a grain of heroin. The

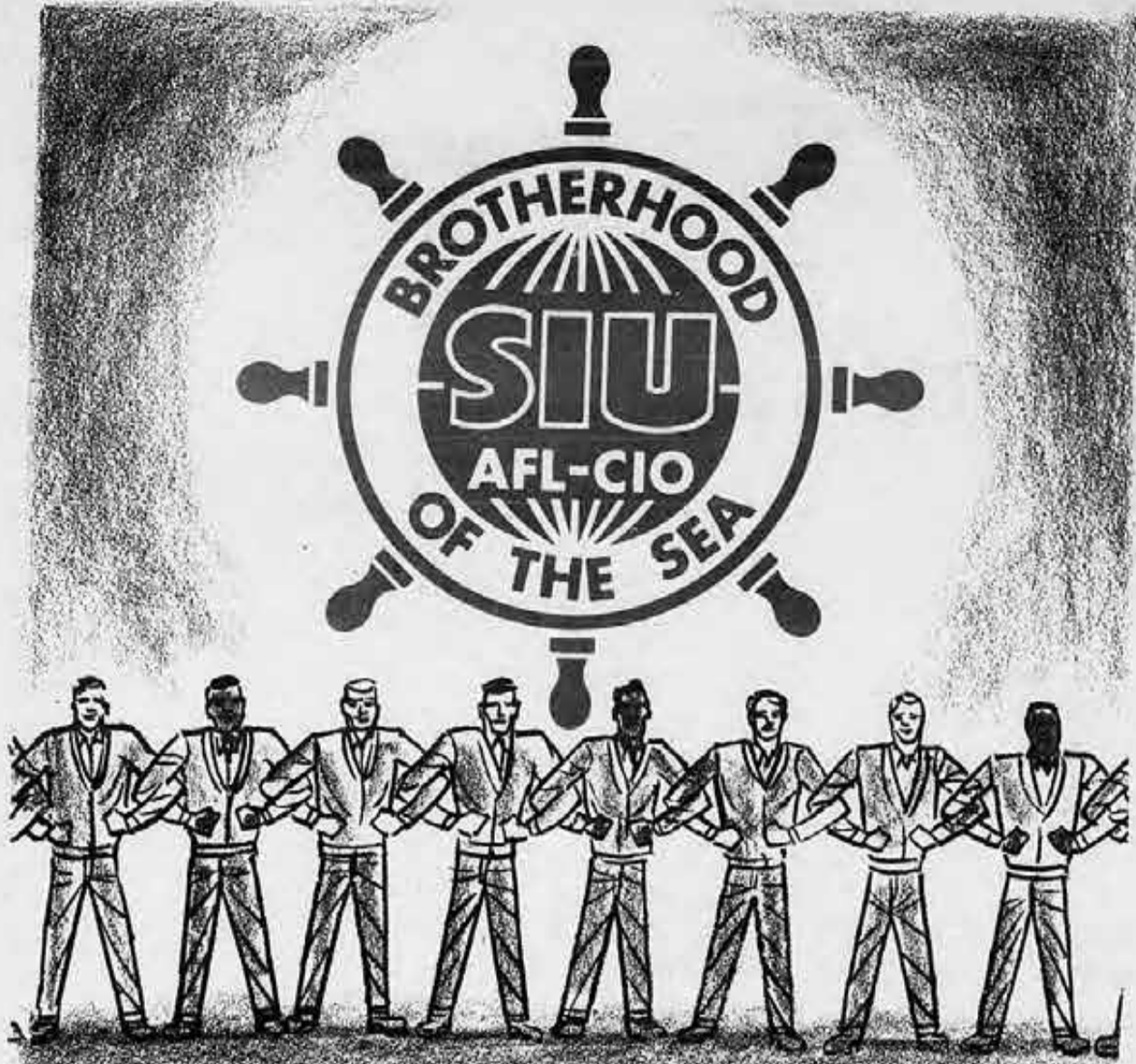


lives of your shipmates will also be manipulated by your use of drugs. The possibility of an emergency on board is al-



ways present and only alert minds can react to an emergency. Don't let your world be manipulated into self-destruction by drugs.





BELLAND-SIU

Brotherhood of the Sea

Since we first began as a union, our union emblem has borne the words, "Brotherhood of the Sea." And the history of our organization, the actions and support of the membership, has consistently demonstrated that the term "Brotherhood of the Sea" is more than a slogan.

In reality, it is, and always has been, a way of life, a philosophy, for Seafarers.

This organization was born out of adversity, and adversity and struggle have been the name of the game—a part of the continuing problem for all men who go to sea as a way of life.

From virtually every quarter, the seamen's movement, and our own organization in particular, has been subject to constant attack by those who would seek to destroy our efforts as a trade union organization of workers determined to protect their own security and welfare.

The indictment of our union by the U.S. Justice Department—which sought to end the exercise of our right to participate in the political actions of our nation—is a case in point.

The decision of the Federal Court in dismissing this indictment is gratifying—to an extent. It supports our view and that of the entire American labor movement that the action was intended as a harassment and an attempt to intimidate Seafarers and other working men and women from exercising their rights to participate in the political arena—a participation vital to the workers' welfare and security.

But, by no means, was the court dismissal a victory. You do not win anything when the objective of an effort is merely to preserve a basic right.

It was not a victory because the union had to defend itself—unnecessarily—at great cost in terms of the involvement of union officers and in harassment of the membership in many areas. This was time and effort which could have been used in putting our maximum energies and resources into the never-ending fight to keep the maritime industry alive and expanding so that Seafarers will have jobs and their families can enjoy the security to which they are entitled.

So this fight against the indictment has been no different than the whole range of struggles we've been involved in since we first organized in order to preserve the only effective means there is to protect ourselves and that is, through the union, through collective action.

The indictment of the union was no different than our early battles against the communists who sought to destroy us. Or against a twisted enemy during World War II who was bent on replacing democracy with terror throughout the world.

So the court dismissal of the indictment is not a victory.

But it is a lesson in the value of union solidarity. It means that in this, as in all of our struggles, a strong and united membership standing solidly together, can fight off any and all manner of opposition which seeks to destroy the heart of our collective strength.

So, once again, SIU members have stood together against a common enemy in keeping with the heritage and tradition of their union. Each Seafarer who closed ranks in defense of his union should know that he has made an important contribution to his own welfare and to that of his fellow Seafarers.

Letters to the Editor



Thanks and Tribute

I want to express my sincere thanks to members of the Houston Texas branch for the splendid and most sympathetic way they handled the funeral of my brother, Charles B. Ross. Due to incapacity I was unable to attend but my son flew in from New Jersey and was treated with the utmost consideration. Charlie's thoughts were always with his mates and I am sure he would have appreciated, as I do, all the kindness shown.

James L. Ross
Edgewood, R.I.

The membership of the SIU throughout the country mourn the loss of our brother Scottie Ross of Houston. He was well loved on Canal Street by the members of the union and also by his friends at the American Can Company where he was a guard at the time of his death.

It was a great loss and we will miss him very much.

Scottie

Here was a man so good and true.

He belonged to the SIU.

We'll always remember our Scottie so well

For he was the Mayor of the street Canal.

He was always working so hard and true.

For he was a member of the SIU.

Charles Pat Hurlburt
Houston, Texas

Welfare Plan Helps

No words can ever express our thanks to the Seafarers Welfare Plan for the check for my wife's confinement in the hospital.

May my shipmates enjoy good health and happiness.
Thank you.

William Minkler
Pensioner
Edgewater, N.J.

Crewmembers Thanked

On behalf of my family I wish to express our heartfelt thanks to the officers and crew members of the SS *Ogden Willamette* for their kind expression of sympathy on the passing of my mother on January 12, 1972.

Thomas Magras
(M-688)

June 1972

Volume XXXIV, No. 6

SEAFARERS LOG

Official Publication of the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO

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Published monthly at 810 Rhode Island Avenue N.E., Washington, D.C. 20018 by Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO 675 Fourth Avenue, Brooklyn, N.Y. 11232. Tel. 499-6600. Second class postage paid at Washington, D.C.



Consumer Boycotts Help In Winning Union Recognition

Probably one of the most effective methods used to bring an anti-union employer to the bargaining table is a consumer boycott of goods and services produced or supplied under non-union conditions by firms which are unfair to labor. Such a method hits the employer on a national scale where it hurts the most—in the marketplace and in his pocket.

The consumer boycott has been demonstrated many times in recent years with the California grape boycott led by Cesar Chavez and the United Farm Workers among the most recently acclaimed. Direct consumer

boycott action in the marketplace is credited with helping to end many bitter disputes by making it clear to unfair employers that the entire weight of the American labor movement is solidly behind the union effort.

Published Regularly

The AFL-CIO "Don't Buy List" is published regularly in union newspapers and other labor publications, including the *Seafarers Log*, and kept up-to-date by the AFL-CIO Union Label & Service Trades Department.

The "Don't Buy List" is a compila-



tion of those employers who refuse to provide decent wages or working conditions for their employees, refuse to bargain in good faith with a duly elected union representing their employees, have replaced their union workers with scab labor and are guilty of strikebreaking or union-busting attempts.

Through the "Don't Buy List," trade unionists, their families and friends can easily and immediately identify those goods or services and avoid them, thus preventing union-earned wages from being spent to support employers who remain unfair to brother union laborers.

Positive Approach
The taboo list and consumer boycott are joined by still another facet of the program by the AFL-CIO Union Label & Service Trades Department. The Department sponsors and publicizes the Union Label, Shop Card, Store Card and Service Button—all of which are symbols designed to inform the consumer that the product or service he buys is union-made by union craftsmen enjoying union wages and working conditions.

To demonstrate to the public the importance of the union label, a continuous campaign to publicize the union-made products is conducted. Pamphlets, posters, advertising mats and other informational material which explain the significance of the union label and urges patronage of the goods and services are prepared and distributed.

About Unions And Inflation

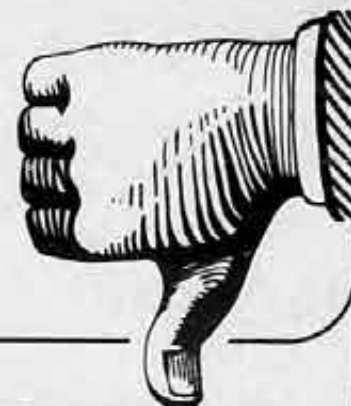
It has been the practice of certain politicians and economists to blame America's current economic woes on the trade unions, saying the unions are demanding too much in new wages, benefits and so on.

However, noted conservative University of Chicago economist Milton Friedman has made an interesting point which bears some consideration:

"Trade unions were as strong in the U.S. in 1961-64 when there was no inflation, as in 1965-69 when there was inflation. Prices in the U.S. were more than doubled in the Civil War when unions were almost non-existent, in World War I when unions were weak, and in World War II when unions were strong.

"Inflation is always and everywhere a monetary phenomenon."

Unfair to Labor



DO NOT BUY!!

BARBER EQUIPMENT—Wahl Clipper Corp., producers of home barber sets. (Int'l. Assoc. of Machinists and Aerospace Workers)

CIGARETTES—R. J. Reynolds Tobacco Co.—Camels, Winston, Salem, Tempo, Brandon, Doral, and Cavalier. (Tobacco Workers Union)

CLOTHING—Reidbord Bros., Co., Siegal (H. I. S. brand) suits and sports jackets, Kay-nee boyswear, Richman Brothers men's clothing, Sewell suits, Wing shirts, Metro Pants Co., and Diplomat Pajamas by Fortex Mfg. Co.; Judy Bond Blouses (Amalgamated Clothing). (International Ladies Garment Workers Union)

CONTACT LENSES AND OPTICAL FRAMES—Dal-Tex Optical Co. Dal-Tex owns a firm known as Terminal-Hudson. They operate stores or dispense to consumers through Missouri State Optical Co.; Goldblatt Optical Services; King Optical; Douglas Optical, and Mesa Optical; Lee Optical Co.; and Capitol Optical Co.

COSMETICS—Shulton, Inc. (Old Spice, Nina Ricci, Desert Flower, Friendship Garden, Escapade, Vive le Bain, Man-Power, Burley, Corn Silk and Jacqueline Cochran). (Glass Bottle Blowers Association)

DINNERWARE—Metalox Manufacturing Co. (Int'l. Brotherhood of Pottery and Allied Workers)

FILTERS, HUMIDIFIERS—Research Products Corp. (Int'l. Assoc. of Machinists and Aerospace Workers)

FURNITURE—James Sterling Corp., White Furniture Co., Brown Furniture Co., (United Furniture Workers)

LIQUORS—Stitzel-Weller Distilleries products—Old Fitzgerald, Cabin Still, Old Elk, W. L. Weller. (Distillery Workers)

MEAT PRODUCTS—Poultry Packers, Inc. (Blue Star label products). (Amalgamated Meat Cutters and Butcher Workmen)

Holly Farms Poultry Industries, Inc.; Blue Star Label products (Amalgamated Meat Cutters and Butcher Workmen)

PRINTING—Kingsport Press "World Book," "Childcraft." (Printing Pressmen, Typographers, Bookbinders, Machinists, Stereotypers, and Electrotypers)

NEWSPAPERS—Los Angeles Herald-Examiner. (10 unions involved covering 2,000 workers) Britannica Junior Encyclopedia (Int'l. Allied Printing Trades Assn.)

RANGES—Magic Chef, Pan Pacific Division. (Stove, Furnace and Allied Appliance Workers)

SHOES—Genesco Shoe Mfg. Co.—work shoes; Sentry, Cedar Chest and Statler; men's shoes; Jarman, Johnson & Murphy, Crestworth (Boot and Shoe Workers)

SPECIAL—All West Virginia camping and vacation spots, (Laborers)

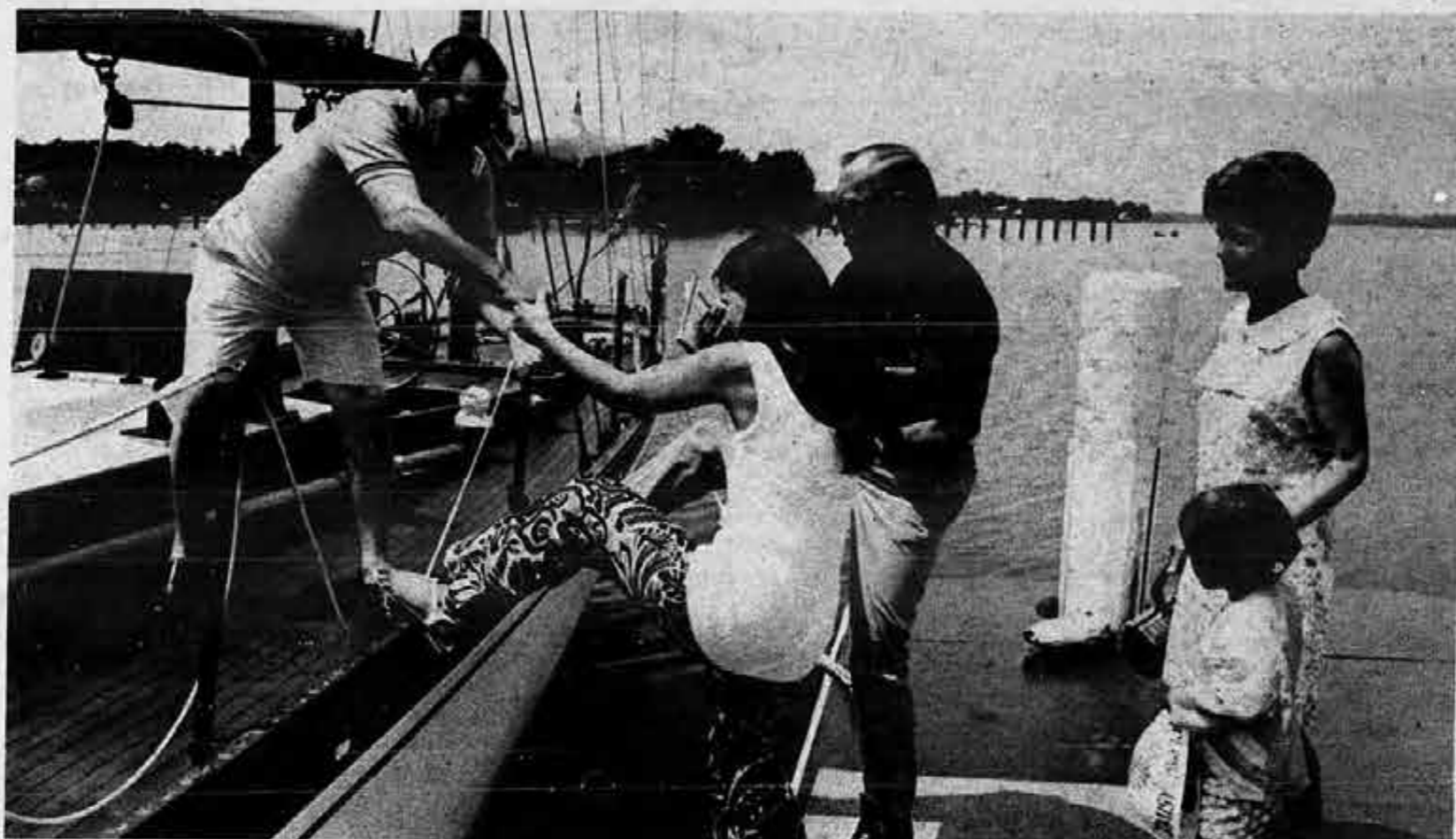
TOYS—Fisher-Price toys (Doll & Toy Workers Union)

Meat Cutters Blame Price Rises On 'Impotent' Controls Program

The Amalgamated Meat Cutters and Butcher Workmen blamed the Administration's price control program for the increases in the nation's meat prices. At a congressional hearing in Washington, D.C., union spokesmen said the wage increases in the meat industry "had nothing to do with the recent high tide in meat prices." The culprit was rather the price control program which the union calls "both impotent and ineffective."

James Wishart, research director, and Arnold Mayer, legislative representative for the union, submitted wage-price statistics which showed that food chain stores in three cities had lower wage rates than their competitors, which charged the same meat prices, or more. The survey was taken in Newark, N.J.; Nashville, Tenn., and Dallas, Tex.

SIU Vacation Center in Operation



Harry Luckey, who sails out of Baltimore, gives his daughter a hand aboard the big sailing yawl *Manitou* with an assist from skipper Charlie Svenson as Mrs. Luckey and

son John wait their turn to board. The *Manitou*, once the presidential yacht of John F. Kennedy, is one of the favorites of the vacation SIU members and their families.

Summertime—vacationtime—is upon us again. And what better place to spend a leisurely week or two with the family than at the Seafarers Vacation Center in Piney Point, Md.

Located on the Chesapeake Bay in the heart of Southern Maryland's much-publicized "land of pleasant living," the Center offers the best of everything for the Seafarer and his family. And the price is right. Here you will find everything, and then some, that you would find at any commercial resort—for considerably less cost.

Accommodations at the Center are limited so it will be on a first-come, first-served basis. If you want to make your reservations early, fill out the coupon below and mail it in.

The Vacation Center was established for you—the membership—so take advantage of it.



Antonio Dosantos relaxes at poolside with his wife after a day of activities at the SIU Vacation Center. Dosantos retired in April after a long career at sea, and says that he plans to spend a lot of time in Piney Point "just relaxing and enjoying life."



Fishing is a favorite pastime for vacationers at the SIU Vacation Center for the grownups and the youngsters. Joe Henault, from New Jersey, gets an assist from his granddaughter as he prepares to try his luck off one of the piers jutting into St. George's Creek. Blues and striped bass are plentiful during most of the summer.

**Seafarers Vacation Center
Harry Lundeberg School of Seamanship
St. Mary's County
Piney Point, Maryland 20674**

I am interested in availing myself of the opportunity of using the facilities of the Seafarers Vacation Center.

First choice: From to

Second choice: From to

My party will consist of adults and children.

Please send confirmation.

Signature

Print Name

Book Number

Street Address

City State ZIP

THE WALL STREET JOURNAL

Grand Jury Says
Seafarers Made
Illegal DonationsUnion Charged With Violation
Of Corrupt Practices Act
In Campaign Contributions

Eight Officials Are Indicted

By a WALL STREET JOURNAL Staff Reporter
WASHINGTON — A Federal grand jury
named the Seafarers International Union and
eight officers in a 17-count conspiracy indict-

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The Wall Street Journal
July 1, 1970

AFL-CIO News

Federal Judge Raps Justice Dept.,
Dismisses Indictment of Seafarers

Reprinted from the June 3, 1972 issue of the AFL-CIO News

By Tom Castor

Assistant Editor, AFL-CIO News

New York—A U.S. District judge has dismissed charges of making illegal campaign contributions against the Seafarers and seven of its top leaders, including Pres. Paul Hall.

In granting a motion by the union to dismiss the case, Judge Mark A. Constantino said the Justice Dept. had ignored repeated court orders to specify its charges against the union, thereby dragging the case out over 23 months.

That violates the union's and its officers' right to a speedy trial, Constantino held.

Furthermore, the judge ruled the Justice Dept.'s withholding of pre-trial information on the charges hamstrung efforts to prepare a defense.

Taking note of the dismissal, the SIU said, "from the outset, we have shown that our political contributions to various candidates for public office are made openly. They are made legally. They are reported publicly."

"We don't intend to be scared out of politics," the SIU declared. "We think it is our right and our responsibility to remain active in this field."

The union makes political donations from a special political action fund—Seafarers Political Activity Donation (SPAD)—which is funded through voluntary contributions. It was founded in 1962.

The Justice Dept. claimed in a 17-count indictment that the union had illegally made contributions of \$40,000 during 1968 and had conspired to spend \$750,000 for political action in presidential, senatorial and congress-

sional campaigns between 1964 and 1968.

The indictment, issued June 30, 1970, was returned under the Corrupt Practices Act.

All of its donations were made legally, the union retorted, and "all of the contributions cited in the indictment had been reported publicly by SIU's SPAD to the Dept. of Labor and the clerks of the House of Representatives and the Senate, as required by law."

The union repeatedly asked the Justice Dept. to specify the charges and indicate its theory of prosecution, and Judge Constantino noted in his opinion that "the government's failure to comply with the order to disclose information essential to the defense has seriously prejudiced the defendants' ability to prepare to meet the charges lodged against them."

"Without this essential information," the judge said, "the defendants will be unable to investigate adequately the transactions concerning which the government has indicated its intent to offer evidence on trial."

Thus, he said, the union would be prevented from "effectively cross-examining the government's witnesses" and from offering "rebuttal witnesses who might have a recollection of these events."

"Similarly, despite an order by this court to do so, the refusal of the government to particularize fully its position with respect to the organization and composition of the SPAD fund, has rendered impossible any statistical defense to the charges lodged against these defendants," the court said.

"The court," Constantino said,

"finds that the government has chosen to embark in a course of purposeful conduct designed to secure tactical advantage, resisting both suggestions and orders of two judges of the court to furnish the defendants with requisite pretrial disclosure while simultaneously demanding an early trial date."

The SIU moved for dismissal last March because it had been unable to obtain the information, and Judge Constantino gave Justice until Apr. 24 to comply with earlier orders and said if there was no compliance, he would entertain the dismissal motion.

Constantino handed down the dismissal ruling May 25.

The government has the right to take the case to a U.S. Circuit Court of Appeals, but apparently no decision on an appeal has yet been made.

Besides the dismissal of charges against the union and Hall, charges were dropped against Vice Pres. Earl Shepard, and Representatives Frank Boyne, Paul Drozak, Joseph DiGiorgio and Frank Drozak plus Philip Carlip, the union's legislative representative in Washington D.C.

The late Al Kerr, the union's secretary-treasurer at the time the indictment was issued, had also been named in the charges.

The SIU expressed "appreciation for the solid support of our position given us by AFL-CIO Pres. George Meany, and the American trade union movement."

A unanimously adopted Executive Council resolution in 1970, charged Atty. Gen. John Mitchell with "seeking to silence the American trade union movement for purely political purposes."

Complete Text of Judge's Dismissal Order

70-CR-428

MEMORANDUM OPINION

May 25, 1972

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
UNITED STATES OF AMERICA,

— against —

SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO, FRANK BOYNE, PHILIP CARLIP, JOSEPH DI GIORGIO, FRANK DROZAK, PAUL DROZAK, PAUL HALL, AL KERR, EARL SHEPARD,

Defendants.

Appearances:

Robert A. Morse, Esq., U.S. Attorney, E.D.N.Y., by Edgar N. Brown, Esq., Gregory Jones, Esq. and John E. Clark, Esq., Special Attorneys, Department of Justice, Criminal Division; and Gavin Scotti, Esq.

Schulman, Abarabanel, Perkel & McEvoy, Esqs., attorneys for defendant Seafarers Union, by Howard Schulman, Esq. and Andrew T. McEvoy, Jr., Esq.

Rosner & Rosner, Esqs., attorneys for defendants Paul and Frank Drozak, by Johnathan L. Rosner, Esq.

Goldstein, Shames & Hyde, Esqs., attorneys for defendant Al Kerr, by Edward Brodsky, Esq. Davis, Polk & Wardell, Esqs., attorneys for defendants Paul Hall and Earl Shepard, by Lawrence E. Walsh, Esq., Michael W. Leisure, Esq. and Richard L. Grimwade, Esq.

Abraham H. Brodsky, Esq., attorney for defendants Philip Carlip and Joseph DiGiorgio.

By way of an indictment filed in this court on June 30, 1970 the Government charges that the Executive Board of the Seafarers International Union met on August 27, 1962 to create a special political action fund—Seafarers Political Activity Donation (SPAD). The Government further charges that SPAD was nothing more than a device used by the union to conceal unlawful political contributions.¹ In furtherance of the conspiracy, the Government alleges that the defendants, through SPAD, received contributions from seamen scattered throughout the world and made unlawful political contributions totaling more than \$750,000 in connection with federal elections in the years 1964 through 1968.²

Now, ten years after the alleged beginning of the conspiracy and four years after the last wrongful act charged in the indictment, the defendants move for dismissal. Basically, the defendants set forth two grounds for dismissal—failure of the Government to comply with the pretrial orders of this court and for want of a speedy trial. In order to conserve judicial time and energy, the court will rule on both branches of this motion in bar.

¹ The substantive wrongs charged by the Government in this 17-count indictment involve violations of the Federal Corrupt Practices Act, 18 U.S.C. §610 (1970), which provides in pertinent part:

It is unlawful for any . . . labor organization to make a contribution or expenditure in connection with any election at which Presidential and Vice Presidential electors or a Senator or Representative in, or a Delegate or Resident Commissioner to Congress, are to be voted for, or in connection with any primary election or political convention or caucus held to select candidates for any of the foregoing offices, or for any candidate, political committee, or other person to accept or receive any contribution prohibited by this section.

² The substantive counts of the indictment deal specifically with SPAD contributions to the Republican Congressional Campaign Committee and the Humphrey-Muskie Campaign Committee in 1968.

Failure to Comply with Pretrial Disclosure Orders

As the court and parties know all too well, this criminal prosecution has been the subject of lengthy pretrial proceedings before two judges of this court.³ These proceedings have resulted in orders granting most of the defendants' requests under rules 7(f), 16 and 17 and providing them with information that they, as well as the court, believed to be essential to informing them of the crime with which they are being charged in addition to providing information necessary to defense preparation. In moving dismissal, the defendants argue that the Government has disregarded the orders of this court by supplying answers that are partially incomplete and at times at variance with each other.⁴ The Government, on the other hand, contends that, even though some of the court's orders went beyond what the Government believed case law required, nevertheless it argues it has complied in good faith and to the best of its ability. Further, the Government suggests the defendants' objections are little more than challenges to the quantum and quality of the evidence the Government will educe at trial rather than being valid objections to the Government's compliance with the court's orders. After listening to the oral arguments of very able counsel and upon rereading the voluminous record, the court must grant this branch of the defendants' motion.

At the December 15, 1971 hearing on the defendants' pretrial motion and in a written order filed by the court on January 25, 1972, the Government was directed and redirected on March 23, 1972 to provide answers to bill of particulars requests designated as I-A, I-B, I-C, III-B, III-C, III-G(ii), III-I(ii)-(v) and III-M. These requests were designed to inform the defendants of: (1) the composition of the SPAD fund; (2) the circumstances surrounding contributions to SPAD, and (3) overt acts not listed in the indictment upon which the Government intended to offer proof on trial. After examining the Government's responses in each of these three topic headings, non-compliance is manifest.

Composition of the Fund⁵

At the outset, the Government theorized that SPAD was merely the alter ego of the union itself. See Indictment Count 17. Consequently, from the Government's viewpoint, it served no purpose to categorize the type of monies collected in the fund since any act of SPAD would in itself be deemed an act of the union, and therefore, be proscribed by the statute. See note 1 *supra*. Later, during an informal hearing before Judge Bartels, the Government stated it was not certain who had contributed to the fund but refused, in any case, to categorize the type of monies in the fund. On December 15, 1971 this court directed the Government to furnish in a bill of particulars information concerning the fund's composition. A response came on February 10, 1972 and consisted of two representations by the Government: first, it has no information other than that which it learned from the union's cash receipts and, second, that it did not allege "other monies

³ Since the second branch of the defendants' motion—dismissal on grounds of oppressive and prejudicial delay—requires a discussion of the pretrial stage of this litigation, rather than duplicating that effort here, the discussion has been included in a later and more appropriate place in the opinion.

⁴ The defendants do not complain that all the answers to their discovery and bill of particulars motions were unsatisfactory. They do argue, however, that the nonresponsive answers of which they complain involved areas critical to the defense.

⁵ Information concerning the fund's composition was required by the defendants not only to enable them to prepare for a trial but also to enable them, if the facts warranted, to move for dismissal on constitutional grounds.

collected from members of the Union" or "other monies collected from persons required to pay or tender Union membership obligations" to be sources of SPAD fund monies. Then, after being redirected by the court to respond, on April 24, 1972, the Government answered that some of the money in the fund came from dues, union assessments, fines, penalties, "other monies collected from members" and "other monies collected from persons required to tender or pay union membership obligations," with the bulk of the fund coming from involuntary contributions. Moreover, the Government claimed it had no data on what portion of the fund was attributable to each of the categories nor did it explain its inclusion 22 months after the filing of the indictment of two categories of sources that were specifically excluded 20 months after filing the indictment.

Again responding, though still offering no explanation for expanding its list of alleged sources, the Government reaffirmed its inability to provide information concerning the amount of monies collected annually on a category basis. The Government, instead, continued to rely on a chart it furnished showing for the years 1966-1968 the source and amount of SPAD receipts for each union membership classification. The Government also noted the prior disclosure of its position on the voluntariness or involuntariness of SPAD contributions as keyed to the various union membership classes.

In light of these arguments, the court has no choice but to find inexplicable inconsistencies in the Government's responses. Further, the court finds the Government's failure to state the amount of monies attributable to each alleged category is in itself noncompliance with the court's order. Obviously, for the Government to state in good faith that some of the monies in the fund were attributable to each category directly implies that, at bare minimum, the Government must have information to show at least one contribution for each category in at least one of the years covered by the indictment. Yet, the Government professes it has no data that will provide this information. Clearly, contradictory responses cannot even be raised to the level of colorable compliance. Thus, on the issue of fund composition, the Government has failed to comply with the court's pretrial orders.

Contributions to SPAD⁶

With respect to contributions deposited in the SPAD account chargeable to other monies collected from members of the union as well as from persons required to pay or tender union membership obligations, the court directed the Government to particularize the circumstances under which these monies were collected. In its original February 1972 response, the Government did not furnish these particulars because it represented that it did not allege either of these categories to be sources of SPAD funds. Changing its position two months later, the Government referred the defendants to a computer printout from the union's electronic data tapes.

The Government argues that the computer printouts provide the defendants with a complete and informative record of each transaction resulting in a contribution to the SPAD account—name of the seaman, his book number and membership classification, the port of payment together with the amount of payment and the identity of the port agent, in addition to the receipt number of the payment. Further, the Government notes, it attached explanations of the port and port agent codes utilized in the

⁶ Especially since the Government's case must succeed or fail with its ability to show the involuntariness of contributions to SPAD and considering the minimum lapse of four years between the time of contribution to SPAD and the time of trial, the defendants' need for specification of circumstances is almost self-evident. The fact that none of the individual defendants were present at the time contributions were made only serves to reinforce the argument supporting the court's order to disclose such information.

printouts. Arguing on a different plane, the Government also contends the defendants' reliance here on language used by this court in its memorandum and order of March 30, 1972 is misplaced. The Government points out that the language used by the court related to request III-M concerning overt acts rather than relating to requests dealing with the circumstances surrounding contributions to SPAD.

The Government's response fails to comply with the orders of this court. Its response particularized neither the conversations nor the circumstances surrounding contributions made to the SPAD account. Though the Government is correct in stating that the language quoted from the court's memorandum and order dealt specifically with request III-M, it is also unquestionable that the court on that point was dealing with the very nature of the computer printout data. Surely information the court expressly found not in compliance with a direction to give the circumstances involved in one type of transaction cannot be held to be compliance with a similar order respecting other transactions.⁷

Overt Acts⁸

The history of the Government's responses on this order are similar to its responses on the previous orders. After the Government was directed to furnish the overt acts upon which it intended to rely, it turned over to the defendants a carton of computer printouts containing approximately 24,000 names and recording approximately 76,000 transactions resulting in contributions to SPAD. Additionally, the Government set forth eight alleged transactions with paraphrases of the conversations at the time of the transactions. When the court specifically held these responses not to be in compliance with the court's prior order, the Government pared its list to 14 pages of computer data involving 120 different seamen. The Government also increased from eight to 22 the number of transactions covered in nonprintout form.⁹ These changes, however, do not affect the basic nature of the original response; a response held not to be in compliance with the court's orders. But, more importantly, this court warned in its March 30, 1972 memorandum and order that it would not be sufficient merely to reduce the number of transactions alleged to be overt acts. The court suggested to the Government then that it select a smaller number of transactions from the 76,000 and give the required information as to each of them. The Government cannot now expect the court to find anything less than that to be in compliance. Accordingly, the court must also find noncompliance as to the bill of particulars request.

⁷ In this regard, the Government furnished printouts covering almost 400 transactions purporting to represent SPAD collections in various American and Far Eastern seaports. Yet, these printouts do not specify for the defendants which individuals were coerced into contributing, to whom, when and where they gave the contributions nor does it specify the conversations and circumstances at the time the contributions were made. See Memorandum and Order of March 30, 1972, at 13. The printouts, for example, do not distinguish among Far Eastern ports nor do they inform the defendants of what the port agents said or did to obtain a contribution from a seaman nor does it reveal the seaman's response, nor the absence or presence of other people at the time of the contribution. Moreover, it must be called to mind again that nowhere is it alleged that any of the individual defendants collected or even witnessed any of the transactions listed by the Government. Furthermore, even the union, acting through these individual defendants, is without knowledge concerning the circumstances surrounding these transactions. This information is essential to defense preparation. As this court noted in its last memorandum and order, *id.* at 14, if at this late date the Government has no information about specific transactions upon which it presently intends to offer evidence at trial, clearly, the defendants' right of confrontation cannot be secured.

⁸ See Memorandum and Order of January 25, 1972.

⁹ These transactions were given in response to bill of particulars request III-I-(iv)-(v) which the Government incorporated by reference into its response to request III-M.

Because of the Government's repeated failure to furnish the essential particulars that would comply adequately with the orders of this court, the court must grant the relief that it indicated it would grant pursuant to terms of the March 30, 1972 memorandum and order. The mere conglomeration into one bill of particulars of earlier unsatisfactory responses—responses that failed to provide the defendants with information so vital to defense preparation—cannot now suffice to save the prosecution. *United States v. Armo Steel Corp.*, 255 F. Supp. 841 (S.D. Cal. 1966). Consequently, this branch of the defendants' motion to dismiss must be granted. See 1 C. Wright, *Federal Rules of Criminal Procedure* §130, at 295 (1969); cf. *United States v. Nardolillo*, 252, F. 2d 755, 757 (1st Cir. 1958) (Government's refusal to turn over information).

Purposeful and Prejudicial Delay

On this branch of their motion the defendants seek dismissal of the indictment on, the grounds that the conduct of the prosecution has resulted in delay depriving the defendants of rights secured to them by the fifth and sixth amendments to the Constitution, rule 48 of the of criminal procedure and by the rules promulgated by the Second Circuit to insure the prompt disposition of criminal cases. Thus, since this branch of the motion calls into question the Government's conduct during pretrial proceedings in this case, the court must first set forth the history of those proceedings.

In September 1970, after the defendants had been arraigned, one of the defense counsel met with Government attorneys for the purpose of narrowing some of the issues presented by the indictment. At that conference, counsel attempted to arrive at an understanding of the Government's definition of "union funds," a critical term used in the indictment. The Government took the position then that all funds collected by representatives of the union, regardless of the voluntariness or involuntariness of such contributions, were included in the Government's definition of "union funds." Yet, despite the critical nature of this definition and despite a defense request to reduce this information to writing, on the day following the conference the Government refused to state in writing what it had told defense counsel orally at the conference.

A month later, Judge Bartels placed this case on his calendar for an informal conference. Prior to the conference, defense counsel forwarded to Judge Bartels and the Government a memorandum that outlined matters on which the defense requested pretrial disclosure. After hearing counsel, Judge Bartels directed the defendants to mail to the Government within two weeks a questionnaire designed to simplify the issues in the case. Seeking the Government's position as to the nature of SPAD and of the political contributions made by seamen, on November 6, 1970, the defendants forwarded their questionnaire to the Government. On December 15, 1970, the Government responded by mailing to defense counsel copies of the opinions delivered by the judges of the Eighth Circuit in *United States v. Pipefitters Local No. 562*, 434 F.2d 1116 (8th Cir.), *aff'd en banc*, 434 F.2d 1127 (8th Cir. 1970), *cert. granted* 402 U.S. 994 (1971) (Renumbered No. 70-74, 1971 Term); a case the Government contends is virtually identical to the instant prosecution. (Until May 25, 1971, the forwarding of copies of the Eighth Circuit opinions was to be the sole Government response to the questionnaire propounded at the court's direction). In light of the Government's unresponsive answer, in January 1971 the defendants sought an order compelling answers to the inquiries contained in their questionnaire. On February 1, 1971, in its next communication with Judge Bartels, the Government sought a trial date. The defendants immediately made Judge Bartels aware of the Government's continuing unwillingness to provide the defendants with necessary pretrial disclosure and renewed their request to settle an order directing the the Government to answer the questionnaire. Judge Bartels decided, however, to make another attempt at obtaining pretrial disclosure, setting the case down for a second informal hearing on May 14, 1971.

It is clear from the minutes of the hearing that Judge Bartels had a two-fold purpose in summoning the parties before the court: (1) obviate the need for filing motion papers and (2) furnish the defendants with the information they were entitled to receive. *Minutes of Hearing*, May 14, 1971, at 4. The minutes of the hearing also reveal that Judge Bartels placed the Government on notice it would have to inform the defendants of the nature and composition of the fund. *id.* at 9, as well as the status of contributions to SPAD and to define the term "involuntary contribution," *id.* at 11-16, & *passim*. As the hearing wore on, Judge Bartels directed the defendants to review the minutes of the hearing and make a "motion for the residue [of information] that you didn't receive." *Id.* at 62. In addition, Judge Bartels directed that if any motions were to be made that they be served by June 30, 1971 and be returnable on July 8, 1971. *Id.* at 71. Complying with the court's direction, on June 29, 1971, the defendants served the Government and filed with Judge Bartels a comprehensive set of motion papers returnable on July 8, 1971.¹⁰ Meanwhile, on May 25, 1971, the Government furnished its response to the questionnaire propounded on November 6, 1970. Contrary to the intent of Judge Bartels as manifested at the informal hearing 11 days earlier, however, the Government refused to answer almost all the inquiries directed at the nature and composition of the SPAD fund. Unquestionably, the need of proceeding by way of formal motion had not been diminished because of the Government's response.

Disregarding Judge Bartels' order of May 14, 1971, the Government served and filed its answering papers on July 16, 1971. Judge Bartels, however, was no longer available to entertain the motion. Two weeks later, on July 30, 1971, with the consent of this court and Judge Bartels, the case was formally reassigned pursuant to rule 4, individual Assignment and Calendar Rules, E.D.N.Y. By its letter of August 25, 1971, the Government then advised this court of the status of the prosecution. After informing the court of their pending motion, the defendants filed, in September, a reply affidavit to the Government's answering papers. The next communication with the court by either side came by way of a letter to the court from the Government in November 1971 requesting a conference to fix a date for trial. The court fixed December 8, 1971 as the date for the conference. From the date the Government "responded" to the questionnaire sent it by the defendants until the date set for the first conference with this court, the Government had not furnished the defendants any additional information.

Because the December 8, 1971 conference was set down by the court at the Government's request to fix a date for trial, the court, of course, assumed that the Government at least would be ready to do all that was necessary to clear the way for trial. Nevertheless, at the very outset of the conference, the Government informed the court it was not prepared to talk about the single, greatest roadblock to trial—the motion filed by the defendants over five months earlier. See *Minutes of Hearing*, December 8, 1971, at 3. The Government then suggested the parties again try through informal meetings of counsel to voluntarily resolve their differences concerning the pending motion. When this procedure ended in failure, the motion was formally submitted to the court for decision.

At a second conference held on December 15, 1971, the court ruled on almost all of the requests contained in the defendants' omnibus discovery motion. The remaining request was disposed of in a memorandum and order filed

¹⁰ The Government points out that a docket entry made by a deputy clerk of the court supports a finding that the defendants' motion papers were filed on July 9, 1971. The affidavit of service reveals, however, that the papers were served on June 29, 1971. The discrepancy in dates is attributable to the continuing practice of the defendants to deliver papers directly to chambers rather than filing them in the clerk's office. In order to resolve any doubt on this point, the court finds as a matter of fact that the papers were filed and served on June 29, 1971.

by the court on January 25, 1972. As a result of the court's oral and written rulings most of the defendants' requests for particulars dealing with the nature of contributions to the SPAD fund and for other acts not contained in the indictment which the Government alleged violated the Federal Corrupt Practices Act were granted.

In response to the court's order to file a bill of particulars, the Government filed several pages of information expanding on the allegations of the indictment. On February 25, 1972 the Government filed another supplemental "bill of particulars"—a carton box containing an estimated 2000 pages of computer printout data covering all SPAD contributions, regardless of their voluntary or involuntary nature, from the 24,000 contributors to SPAD during the years 1966 through 1968. Accompanying the box of computer data was a representation by the Government that the data contained details of all the overt acts upon which the Government intended to rely. In the court's memorandum and order of March 30, 1972 the Government's responses were held not to be in compliance with the prior rulings of the court. Despite the court's redirection to furnish a proper bill of particulars, however, as the court has ruled today, the Government still has not complied and the delay in prosecution continues.

Argument on Constitutional Grounds

In passing upon a motion seeking dismissal of an indictment for want of a speedy trial, whether the grounds be the sixth amendment's guarantee of a speedy trial or whether it is asserted that the delay in prosecution assumes the proportions of a denial of due process under the fifth amendment, the court must examine four factors: (1) length of the delay; (2) reason for the delay; (3) prejudice to the defendant, and (4) waiver of a speedy trial. *United States ex rel. Solomon v. Mancusi*, 412 F.2d 88 (2d Cir.), cert. denied, 396 U.S. 936 (1969); *United States v. Simmons*, 338 F. 2d 804 (2d Cir. 1964), cert. denied, 380 U.S. 983 (1965); *United States ex rel. Von Cseh v. Fay*, 313 F.2d 620 (2d Cir. 1963).¹¹ Case law, however, also recognizes an alternative to the third part of this four-fold test. A claim of deprivation of the right to a speedy trial can be sustained if the defendant can make a showing of purposeful and oppressive Government conduct as an alternative to a showing of prejudice to the defendant. See, e.g., *United States v. Dooling*, 406 F.2d 192 (2d Cir.), cert. denied, 395 U.S. 911 (1969); *United States v. Pinero*, 329 F.Supp. 992 (S.D.N.Y. 1971). Thus, the defendants argue that under either version of the test adopted by the Second Circuit their motion must be granted.

Length of Delay

The first link in the chain of illegal acts alleged by the Government in this indictment was forged in 1962 when the union's executive board created the SPAD fund. The chain of acts violating the Federal Corrupt Practices Act was completed, according to the indictment, when SPAD made contributions in 1968 to both Republican and Democratic campaign committees, with the knowledge that those funds would be used in federal election campaigns. Between 1962 and 1968 came the vast number of contributions by seamen that filled the coffers of the SPAD fund. The summer of 1968 marked the beginning of both a congressional and Justice Department investigation of SPAD operations. The congressional investigation produced no action; the Justice Department investigation, on the last day in the life of an 18-month grand jury and almost eight years after the creation

¹¹ These Second Circuit cases indicate that due to the close interrelationship between the right to a speedy trial and the right to due process the court must review the same four factors in determining whether the delay has deprived a defendant of either of the two constitutional guarantees. Unquestionably, a delay violating the speedy trial provisions of the sixth amendment can be so prejudicial that it also violates the due process clause of the fifth amendment. See *United States v. Capaldo*, 402 F. 2d 821 (2d Cir. 1968) cert. denied 394 U.S. 989 (1969).

of SPAD, produced this indictment. Under the test to be applied in deciding this branch of the motion, however, none of these pre-indictment events are includable in computing the length of delay. *United States v. Marion*, 404 U.S. 307 (1971). Given the stage of the proceedings at which the defendants made their motion, only post-indictment delay is attackable.

Today, 11 days before the date set for trial, the time lapse computed from the filing of the indictment stands at almost 23 months. Clearly, while the delay here is not as shocking to the conscience as delays in some of the other cases in which similar motions have been granted, see, e.g., *United States v. Mann*, 291 F.Supp. 268 (S.D.N.Y. 1968) (nine-year delay), neither is the delay so minimal that the defendants' motion must be denied without considering the remaining three factors of the Second Circuit test, cf. *United States ex rel. Solomon v. Mancusi*, 412 F.2d. 88, 90 (2d Cir.), cert. denied, 396 U.S. 936 (1969). This type of motion does not merely test the passage of time. See *United States v. Ewell*, 383 U.S. 116 (1966); but see *United States v. Lustman*, 258 F. 2d 475 (2d Cir.), cert. denied 358 U.S. 880 (1958) (leaving open the possibility that passage of time can be a *per se* violation of the due process clause). Accordingly, the court finds that the delay of 23 months in this prosecution is sufficiently long that, assuming the remaining factors preponderate in the defendants' favor, dismissal is warranted.

Reasons for Delay

The Government has adopted a two-pronged position on this issue: (1) delay has not occurred and (2) if the court finds delay, then it must also find that delay is directly attributable to the actions of the defendants. *Reply to Defendants' Motion to Dismiss*, filed March 23, 1972, at 4. The defendants argue, however, that the delay in this prosecution has been caused by the Government's refusal to properly respond to their discovery requests. The defendants contend further that this course of conduct embarked upon by the Government has been designed by the Government to achieve a tactical advantage. Consequently, if the defendants can sustain their argument, they will not only be successful on the second part of the Second Circuit test but the third part of the alternative version as well. The court finds the defendants have sustained their argument.

From the history of these proceedings it is evident that the Government has continuously sought what it termed an early but realistic trial date. On all occasions, both this court and Judge Bartels expressed a willingness to accede to the Government's requests. In fact, in December 1971 this court set a firm date for trial—June 5, 1972. Yet, concomitant to moving a criminal cause to trial, an obligation arises on the part of the Government to forward to the defendants appropriate pretrial disclosure information.¹² With this in mind, as the minutes of the December 15, 1971 hearing attest; the court established a timetable for pretrial disclosure leading up to the June 1972 trial date. Quite simply, however, the Government has not complied with this portion of their obligation. Because of the Government's noncompliance, the defendants find themselves caught in the squeeze between early trial and adequate preparation.

¹² Especially in this type of multi-defendant case alleging a continuing conspiracy that commenced almost 10 years ago, and presenting a myriad of complex legal questions and raising the spectre of vastly protracted litigation, the Government must accept its burden—narrow the triable issues and provide the defendants with essential pretrial disclosure. As Judge Marovitz noted in *United States v. Tanner*, 279 F. Supp. 457, 478 (N.D. Ill. 1967) (arson and bomb conspiracy):

[I]t is obvious that the Court has expended much needless time in providing particulars to the defense . . . Even in a situation where 82 separate requests are included in a motion for a bill of particulars, the Government has the duty to proffer those which are proper and appropriate, rather than being content to argue that the bill seeks a mass of evidentiary material, and shifting the burden to the court to sift the wheat from the chaff.

The Government's failure to meet its pretrial disclosure obligations, see note 12 *supra*, has been a continuing one—failure to respond to the October 1970 questionnaire; failure to file a timely response to the defendants' discovery motions; failure to comply with this court's rulings on those motions. The May 1, 1972 hearing on the defendants' motion to dismiss is typical of the Government's failure to meet their pretrial obligations, e.g. in the early stages of this litigation, at the direction of the court and, at least once by request of the Government, counsel attempted through informal means to secure information the Government was obligated to give, yet, the Government, in explaining its failure to disclose any essential information until January 1972, relied on the absence of an order directing disclosure.¹³ Regardless whether the Government's all-out resistance to pretrial disclosure has exemplified good faith or bad faith, the Government has made "a deliberate choice for a supposed advantage" and the consequent delay has caused as much "damage to the defendant[s] as it would have caused if it had been made in bad faith." *In re Provo*, 17 F.R.D. 183, 202 (D. Md.), *aff'd per curiam*, 350 U.S. 857 (1955).

Accordingly, the court finds that the Government has chosen to embark on a course of purposeful conduct designed to secure a tactical advantage, resisting both suggestions and orders of two judges of the court to furnish the defendants with requisite pretrial disclosure while, simultaneously, demanding an early trial date. This choice of the Government seeking unfair advantage over the defendants has resulted in the current and continuing delay in the prosecution. Assuming the absence of waiver of the right to a speedy trial, then, under the alternative version of the Second Circuit test, dismissal is warranted. See *United States v. Dooling*, 406 F.2d 192 (2d Cir.), cert. denied, 395 U.S. 911 (1969); *United States v. Pinero*, 329 F. Supp. 992,944 (S.D.N.Y. 1971); cf. *United States v. Blaustein*, 325 F.Supp. 233,238 (S.D.N.Y. 1971); *United States v. Blanca Perez*, 310 F.Supp. 550,551 (S.D.N.Y. 1970) (*prima facie* prejudice).

Prejudice

Though this court has already ruled that the Government's refusal to particularize its charges is in itself a violation of the right to a speedy trial, the court also finds the Government's failure to comply with the order to disclose information essential to the defense has seriously prejudiced the defendants' ability to prepare to meet the charges lodged against them. Because of the Government's failure to disclose this essential information, the defendants will be unable to investigate adequately the transactions concerning which the Government has indicated its intent to offer evidence on trial. Absent such investigation, the defendants will be prevented from effectively cross-examining the Government's witnesses, nor will they be able to locate, interview and procure the attendance at trial of any rebuttal witnesses who might have a recollection of these events.¹⁴ Similarly, despite an order by this court to do so, the refusal of the Government to particularize fully its position with respect to the organization and composition of the SPAD fund has rendered impossible any statistical defense to the charges lodged against these defendants.

Further, the defendants set forth the sudden and unexpected death on January 26, 1972 of defendant Al Kerr as a specific example of

¹³ Mr. Brown— . . . I would like to point out, though, that the first time that we had an order requiring the Government to produce anything was a year and a half after the indictment . . . Minutes of Hearing, May 1, 1972, at 42 (*emphasis added*).

¹⁴ The prejudice flowing from the Government's failure to provide this information is magnified in this type of case where the issues to be resolved require an inquiry into the state of a person's mind—both of the contributing seaman and the collecting union official. See Minutes of Hearing, May 14, 1971, at 10. Moreover, the problem is greatly exacerbated by the absence of the defendants from any transaction upon which the Government intends to rely that resulted in a contribution to the SPAD fund.

prejudice resulting from the delay in prosecution. Defendant Kerr, the sole individual named in the substantive counts of the indictment and termed in the Government's bill of particulars as the "general administrator for the Union in all matters concerning SPAD," was the custodian of all SPAD records and reports. Assuming defendant Kerr took the stand, and there is no reason to believe at this time that he would not have taken the stand, he would have been in a position to testify as to the facts concerning SPAD's creation; the existence of SPAD as an entity distinct from the union; the efforts of the defendants beginning in 1962 and continuing to the present to comply with the requirements of the Federal Corrupt Practices Act, as well as to rebut the Government's allegations to the contrary. Clearly, defendant Kerr was the one individual most qualified to testify as to SPAD's organizational structure and daily operation, and to distinguish the interrelationships among the individual defendants, the union, SPAD and the alleged co-conspirators. More importantly, the defendants aver that defendant Kerr personally made refunds to all SPAD contributors who requested them. Such testimony as to SPAD's custom and practice of giving refunds, in addition to specific evidence as to the time, place and manner in which these refunds were made is vital to the defense. By the death of this specific favorable witness, Al Kerr, however, not only have the defendants lost all of this vital testimony at trial, but they also have lost his invaluable aid in preparation before trial.

Moreover, the defendants allege prejudice in an area not directly related to trial preparation or the loss of evidence. In addition to alleging the presence of anxiety that accompanies the prospect of criminal trial and which becomes "manifestly oppressive" when post-indictment delay increases "from months to years," see *United States v. Blanca Perez*, 310 F.Supp. 550,551 (S.D.N.Y. 1970); see also *United States v. Marion*, 404 U.S. 307,320 (1971), the defendants allege further that they "have been substantially disabled from properly fulfilling their functions as a labor organization and as officials of that organization." *Supplemental Affidavit in Support of Motion to Dismiss*, filed April 28, 1972, at 17-18.¹⁵ Furthermore, the defendants point out, bail limitations have reduced the ability of the individual defendants to perform various services in behalf of the union and its membership.

From this recital of facts prejudice is readily apparent. A key witness, Al Kerr, critical to the defense has become unavailable through death. *Dickey v. Florida*, 398 U.S. 30,36 (1969). Defendant Kerr's death, coming almost on the heels of the Government's initial pretrial disclosure, coupled with the Government's continuing failure to disclose other essential information, has hampered the preparation of a defense in this case. *United States v. De Masi*, 445 F.2d 251,255 (2d Cir.) cert. denied, 404 U.S. 882 (1971). Moreover, there is a suggestion in the record that potential witnesses are unable to recall some of the events that have occurred in the last ten years, eight of which are covered in this indictment. *Id.* Thus, especially in light of the death of Al Kerr, it can be fairly said on this record that "the search for truth has been severely hampered" and, rather than being a case where possible prejudice is "unsubstantial, speculative and premature," this is a case where prejudice is actual and has been particularized.

¹⁵ The defendants argue that the pendency of these charges has adversely affected the union's organizational activities and have effectively barred the union from functioning in the political arena. Of course any arrest and indictment leaves the defendant open to "public obloquy," to a drain on his financial resources and a curtailment of his associations, *United States v. Marion*, 404 U.S. 307, 320 (1971); here, however, the problem has been exacerbated by delay. Defendant Paul Hall, particularly, who has been named in the press as a probable successor to George Meany as President of the AFL-CIO, see *Supplemental Affidavit in Support of Motion to Dismiss*, filed April 28, 1972, Exhibit "C," has suffered greatly from the public notoriety surrounding this prosecution.

United States v. Mann, 291 F.Supp. 268, 271 (S.D.N.Y. 1968).

Waiver

Ordinarily, a defendant waives his right to complain of the want of a speedy trial if he fails to move for a speedy trial. See, e.g., *United States v. Lustman*, 258 F.2d 475 (2d Cir.), cert. denied, 358 U.S. 880 (1958). Nonetheless, as this court indicated in its *Memorandum and Order*, filed March 30, 1972, at 5, an exception to the waiver rule exists when, because of the Government's conduct a defendant's demand for a speedy trial cannot be an effective remedy. See *In re Provo*, 17 F.R.D. 183 (D. Md.), aff'd per curiam, 380 U.S. 857 (1955). As the court has found, *supra*, the Government has failed to file an adequate bill of particulars as ordered by the court. In fact, the failure continues even today.

Since the burden is with the prosecution to move this case forward, see *Dickey v. Florida*, 398 U.S. 30 37-38, the failure of the defendants to demand a speedy trial cannot be deemed a waiver of their rights when the Government, at the same time, has failed to comply adequately with an order to file a bill of particulars and has, thus, failed to move the case to trial. *United States v. Blaustein*, 325 F.Supp. 233,237-40 (S.D.N.Y. 1970); *United States v. Chin*, 306 F.Supp. 397,400 (S.D.N.Y. 1969). Therefore, the court finds that the defendants have not waived their rights to complain of the lack of a speedy trial.

Consequently, since the court has found in favor of the defendants on each of the four factors involved in the Second Circuit test, the defendants motion to dismiss on constitutional grounds must be granted.

Rule 48(b)

Rule 48(b), Fed.R.Crim.P., provides in pertinent part:

If there is unnecessary delay . . . in bringing a defendant to trial, the court may dismiss the indictment, information or complaint.

The defendants proffer this rule as an additional ground for dismissal.

The rule has been held to implement the sixth amendment's guarantee of a right to a speedy trial. *Pollard v. United States*, 352 U.S. 354,361 n.7 (1967). Before the rule can be invoked, however, the defendants must make a successful showing of delay and either that it prejudiced the defendant's ability to rebut the Government's case or that it was caused by oppressive governmental action. *United States v. Dooling*, 406 F.2d 192,196 (2d Cir.), cert. denied, 395 U.S. 911 (1969). But, in any case, a motion under this rule is addressed to the sound discretion of the court. See, e.g., *United States v. Research Foundation, Inc.*, 155 F.Supp. 650,654 (S.D.N.Y. 1957). Here, the court has found delay resulting from purposeful conduct of the Government that has prejudiced the defendants' ability to rebut the case the Government seeks to prove against them. Hence, the court, in its discretion under rule 48(b), must again find in the defendants' favor.¹⁶

¹⁶ The defendants also seek dismissal under rights secured to them by the Second Circuit Rules Regarding Prompt Disposition of Criminal Cases (January 5, 1971, as amended, May 24, 1971). These rules were promulgated by the Circuit Council in the exercise of its supervisory power over the administration of justice in the federal courts of the Second Circuit. But, since the rules were designed as a housekeeping tool to insure the swift and efficient administration of justice and in light of this court's finding of a violation of the substantive rights secured to the defendants under both the Constitution and the Federal Rules of Criminal Procedure, it becomes unnecessary to rule upon that part of the defendants' motion grounded on the Second Circuit rules. The court, therefore, refrains from rendering such an opinion.

Individual Defendants

Counsel for the defendants Paul Hall and Earl Shepard urge dismissal on an additional ground—union officials should not be vicariously liable for any unlawful acts of the union committed by other union officials or union employees that were unauthorized by or unknown to them. Even assuming this to be the law, it would not of itself entitle these defendants to a dismissal at this time. At best, in light of the conspiracy count in the indictment, the defendants could have raised this argument at the close of the Government's case. Now, however, a motion on this ground must be denied.¹⁷

As to another individual defendant, Al Kerr, quite obviously, an additional ground for dismissal exists—his sudden and unexpected death. For all the reasons stated previously and on this ground as well, the indictment against defendant Al Kerr must be dismissed.

Conclusion

The defendants' motion to dismiss is GRANTED. The indictment is DISMISSED as to all defendants and all defendants are discharged.

SO ORDERED.

[Signed] Mark A. Constantino
U. S. D. J.

¹⁷ Insofar as the defendants Hall and Shepard object that the charges against them have not been sufficiently particularized, they are situated similarly to the other individual defendants. As to all the individual defendants, however, the court has already noted their trial preparation problems have been greatly exacerbated by their lack of knowledge concerning the daily operations of SPAD and of the transactions underlying contributions to the SPAD fund.

Text of Indictment Against SIU

Following is the complete text of the indictment handed down against the SIU on June 30, 1970.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,
Plaintiff

v.

SEAFARERS INTERNATIONAL
UNION OF NORTH AMERICA,
GULF, LAKES and INLAND
WATERS DISTRICT, AFL-CIO,
FRANK BOYNE, PHILIP CARLIP,
JOSEPH DIGIORGIO, FRANK
DROZAK, PAUL DROZAK,
PAUL HALL, AL KERR,
EARL SHEPARD,

Defendants

No.
VIOLATION:
18 U.S.C. 610
18 U.S.C. 371

The Grand Jury charges:

COUNT ONE

1. Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO (hereafter Seafarers International Union), is and was at all times material to this Indictment, a labor organization within the means of Section 610 of Title 18, United States Code, that is to say, an organization which exists, in part, for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of work.

2. Al Kerr is, and was at all times material to this Indictment, Secretary-Treasurer of Seafarers International Union.

3. In November 1968 a General Election was held pursuant to the laws of the United States and of the several states, at which, among others, Presidential and Vice Presidential Electors, United States Senators, and Representatives to Congress were voted for.

4. On or about July 22, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Representatives to Congress at the 1968 General Election by means of issuing Check No. 1476, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to the Republican Congressional Campaign Committee, signed by Philip Carlip and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT TWO

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about July 22, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Paragraph 4 of Count One of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT THREE

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about July 22, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Representatives to Congress at the 1968 General Election by means of issuing Check No. 1477, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to the Republican Congressional Campaign Committee, signed by Philip Carlip and Al Kerr, in violation of Section of Title 18, United States Code.

COUNT FOUR

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about July 22, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Three of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT FIVE

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about September 23, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Representatives to Congress at the 1968 General Election by means of issuing Check No. 1612, in the amount of \$5,000,

drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to the Republican Congressional Campaign Committee, signed by H. Melcer and Philip Carlip, in violation of Section 610 of Title 18, United States Code.

COUNT SIX

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about September 23, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Five of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT SEVEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 7, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Representatives to Congress at the 1968 General Election by means of issuing Check No. 1707 in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank of New York Trust Company, payable to the Republican Congressional Campaign Committee, signed by Philip Carlip and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT EIGHT

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 7, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Seven of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT NINE

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Presidential and Vice Presidential Electors at the 1968 General Election by means of issuing Check No. 1749, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to Artists and Entertainers for Humphrey and Muskie, signed by H. Melcer and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT TEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Nine of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT ELEVEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Presidential and Vice Presidential Electors at the 1968 General Election by means of issuing Check No. 1750, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to Builders for Humphrey and Muskie, signed by H. Melcer and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT TWELVE

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Eleven of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT THIRTEEN

1. The allegations contained in Paragraphs 1 through

3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Presidential and Vice Presidential Electors at the 1968 General Election by means of issuing Check No. 1751, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to Educators for Humphrey and Muskie, signed by H. Melcer and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT FOURTEEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Thirteen of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT FIFTEEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Seafarers International Union did knowingly and unlawfully make a contribution in connection with the election of Presidential and Vice Presidential Electors at the 1968 General Election by means of issuing Check No. 1752, in the amount of \$5,000, drawn on its Account No. 020-005695 (Seafarers Political Activity Donation) at the Chemical Bank New York Trust Company, payable to Lawyers for Humphrey and Muskie, signed by H. Melcer and Al Kerr, in violation of Section 610 of Title 18, United States Code.

COUNT SIXTEEN

1. The allegations contained in Paragraphs 1 through 3 of Count One of this Indictment are incorporated in this Count.

2. On or about October 31, 1968, in the Eastern District of New York, defendant Al Kerr, in his capacity as an officer of Seafarers International Union, did wilfully and unlawfully consent to the Union's making the contribution described in Count Fifteen of this Indictment, in violation of Section 610 of Title 18, United States Code.

COUNT SEVENTEEN

1. The allegations contained in Paragraphs 1 and 2 of Count One are incorporated in this Count.

2. At all times hereafter mentioned the term "Federal election" means an election at which Presidential Electors, or candidates for the offices of United States Senator and United States Representative in Congress, were voted for.

3. Paul Hall, at all times material to this Indictment, was President of Seafarers International Union.

4. Earl Shepard, at all times material to this Indictment, was a Vice-President of Seafarers International Union.

5. Philip Carlip, from and after September 14, 1966, was a lobbyist for Seafarers International Union, registered with the Secretary of the United States Senate, and from and after July 17, 1967, was so registered with the Clerk of the United States House of Representatives.

6. Frank Boyne, at all times material to this Indictment, was an employee of Seafarers International Union.

7. Frank Drozak, at all times material to this Indictment, was an employee of Seafarers International Union.

8. Paul Drozak, at all times material to this Indictment, was an employee of Seafarers International Union.

9. Joseph DiGiorgio, at all times material to this Indictment was an employee of Seafarers International Union.

10. From in or about 1962 and continuously thereafter up to and including the date of filing of this Indictment, in the Borough of Brooklyn, in the Eastern District of New York and elsewhere, Al Kerr, Paul Hall, Earl Shepard, Philip Carlip, Frank Boyne, Frank Drozak, Paul Drozak, and Joseph DiGiorgio, defendants herein, and Robert Matthews, Al Tanner, Cal Tanner, and Lindsey Williams, named herein as co-conspirators but not defendants, did wilfully, knowingly, and unlawfully conspire and agree with one another and with other persons to the Grand Jurors known and unknown, to violate Section 610 of Title 18, United States Code, in that they did wilfully, knowingly, and unlawfully conspire and agree to cause Seafarers International Union to make contributions and expenditures in connection with elections at which Presidential and Vice Presidential Electors, or candidates for the

offices of United States Senator and United States Representative in Congress, were to be voted for.

11. In furtherance of the conspiracy the Executive Board of Seafarers International Union, consisting of defendants Paul Hall, Earl Shepard, and Al Kerr, and co-conspirators Al Tanner, Cal Tanner, and Lindsey Williams, met on August 27, 1962 and December 17, 1962, in New York City, New York, and created a special fund called Seafarers Political Activity Donation (SPAD).

12. It was part of the conspiracy that SPAD be given the appearance of a bona fide political committee, a separate and distinct entity from Seafarers International Union, to receive voluntary contributions from unlicensed seamen and to make political contributions and expenditures in this behalf. In fact, however, it was part of the conspiracy that SPAD would exist only on paper and be nothing more than a device designed to conceal unlawful political contributions by Seafarers International Union.

13. It was further a part of the conspiracy that the SPAD committee would consist of the same persons who were members of the Executive Board of Seafarers International Union, and that the persons authorized to sign SPAD checks would be the same persons authorized to sign checks on other accounts of Seafarers International Union.

14. It was further a part of the conspiracy that the Union's Port Agents and Port Patrolmen would collect SPAD contributions at the same time they collected Union dues and assessments from unlicensed seamen. In furtherance of this aspect of the conspiracy, SPAD would become an item upon the printed cash receipts issued by Port Agents and Port Patrolmen to such unlicensed seamen.

15. It was further a part of the conspiracy that probationary members of the Union, who lacked Union voting privileges and seniority in bidding for jobs, would be caused to fear that failure or refusal to make contributions to SPAD would result in the loss of their employment, so that substantially larger SPAD contributions would be collected from such probationary members than from full-fledged members, who enjoy Union voting privileges and have seniority in obtaining employment.

16. It was further a part of the conspiracy that SPAD contributions would be collected from foreign seamen in lieu of Union dues.

17. It was further a part of the conspiracy that periodic reports in the name of SPAD would be filed with the Clerk of the United States House of Representatives, to conceal the contributions and expenditures made by Seafarers International Union in connection with Federal, state and local elections.

18. It was further a part of the conspiracy that the defendants and co-conspirators would cause Seafarers International Union to make contributions totaling more than \$750,000 in connection with Federal elections in the years 1964 through 1968.

19. In pursuance of the aforesaid conspiracy, and to effect the objects thereof, the defendants performed the following and other overt acts within the Eastern District of New York and other places.

OVERT ACTS

1. On or about January 10, 1969, defendant Al Kerr filed with the Clerk of the United States House of Representatives a report of SPAD contributions and expenditures for the period January 1, 1968, to December 31, 1968, indicating expenditures for Federal elections during that period in the total amount of \$552,781.82.

2. On or about December 17, 1962, in New York City, New York, defendant Al Kerr met with defendants Earl Shepard and Paul Hall, and co-conspirators Lindsey Williams, Cal Tanner, and Al Tanner, and prepared minutes of a meeting of the SPAD committee of Seafarers International Union.

3. On or about September 23, 1968, defendant Al Kerr wrote a letter to Rexford Dickey, Agent, Seafarers International Union, at Baltimore, Maryland, transmitting Checks Nos. 1634 and 1635 drawn on the Union's SPAD account, in the amounts of \$420.00 and \$372.59, respectively.

4. On or about April 24, 1968, defendant Al Kerr wrote a letter to defendant Frank Drozak, Vice-President, Seafarers International Union, at San Francisco, California, transmitting Check No. 1200 drawn on the Union's SPAD account, in the amount of \$250.

5. On or about March 21, 1968, in Brooklyn, New York, defendant Paul Hall met with defendants Al Kerr, Paul Drozak, and Frank Drozak, and co-conspirators Al Tanner and Lindsey Williams, and presided over a meeting of the SPAD committee of Seafarers International Union.

6. On or about March 30, 1966, defendant Paul Hall wrote a letter to Gordon Spencer, Port Agent, Seafarers International Union, at Norfolk, Virginia, transmitting Check No. 609, in the amount of \$100, drawn on the Union's SPAD account.

7. On or about March 14, 1966, defendant Paul Hall wrote a letter to defendant Frank Drozak, Seafarers International Union, at San Francisco, California, enclosing Check No. 606, drawn on the Union's SPAD account, in the amount of \$1,000.

8. On or about December 17, 1962, in New York

City, New York, defendant Earl Shepard met with defendants Al Kerr and Paul Hall, and co-conspirators Lindsey Williams, Cal Tanner, and Al Tanner, and presided over a meeting of the SPAD committee of Seafarers International Union.

9. On or about November 8, 1965, in Brooklyn, New York, defendant Earl Shepard met with defendants Al Kerr, Paul Hall, Frank Drozak, and Paul Drozak, and co-conspirators Lindsey Williams, Robert Matthews, and Cal Tanner, and presided over a meeting of the SPAD committee of Seafarers International Union.

10. On or about August 6, 1968, in Brooklyn, New York, defendant Earl Shepard met with defendants Al Kerr and Frank Drozak, and co-conspirator Lindsey Williams, and presided over a meeting of the SPAD committee of Seafarers International Union.

11. On or about September 14, 1966, defendant Philip Carlip registered with the Secretary of the United States Senate as a lobbyist for Seafarers International Union.

12. On or about July 17, 1967, defendant Philip Carlip registered with the Clerk of the United States House of Representatives as a lobbyist for Seafarers International Union.

13. On or about April 1, 1968, defendant Philip Carlip signed Check No. 1146 in the amount of \$1,000, drawn on the Union's SPAD account.

14. On or about July 8, 1968, defendant Philip Carlip signed Check No. 1366, in the amount of \$5,000, drawn on the Union's SPAD account.

15. On or about October 27, 1964, in Brooklyn, New York, defendant Joseph DiGiorgio met with defendants Al Kerr, Paul Hall, Earl Shepard, Frank Drozak, and Paul Drozak, and co-conspirators Lindsey Williams, Robert Matthews, Cal Tanner and Al Tanner, at a meeting of the SPAD committee of Seafarers International Union.

16. On or about July 28, 1964, defendant Joseph DiGiorgio signed Check No. 180, in the amount of \$1,000, drawn on the Union's SPAD account.

17. On or about August 13, 1965, defendant Joseph DiGiorgio signed Check No. 511, in the amount of \$200, drawn on the Union's SPAD account.

18. On or about September 25, 1963, in New York City, New York, defendant Paul Drozak met with defendants Earl Shepard, Al Kerr, and Paul Hall, and co-conspirators Lindsey Williams, Robert Matthews, Cal Tanner, and Al Tanner at a meeting of the SPAD committee of Seafarers International Union.

19. On or about March 21, 1968, in the Borough of Brooklyn, New York, defendant Paul Drozak met with defendants Paul Hall, Al Kerr, and Frank Drozak, and co-conspirators Al Tanner and Lindsey Williams at a meeting of the SPAD committee of Seafarers International Union.

20. On or about April 8, 1968, in the city of Houston, Texas, defendant Paul Drozak received from defendant Al Kerr, Check No. 1168, in the amount of \$150, drawn on the Union's SPAD account.

21. On or about November 8, 1965, in the Borough of Brooklyn, New York, defendant Frank Drozak met with defendants Earl Shepard, Al Kerr, Paul Hall, and Paul Drozak, and co-conspirators Lindsey Williams, Robert Matthews, and Cal Tanner, at a meeting of the SPAD committee of Seafarers International Union.

22. On or about May 23, 1968, defendant Frank Drozak received from defendant Al Kerr Check No. 1277, in the amount of \$100, drawn on the Union's SPAD account.

23. On or about March 3, 1966, defendant Frank Drozak wrote a letter to defendant Paul Hall, President, Seafarers International Union, at Brooklyn, New York.

24. On or about March 1, 1966, defendant Frank Drozak collected money from members of the crew of the ship "Brigham Victory" and issued therefor Seafarers International Union cash receipt numbers E15928 through E15944.

25. On or about November 1, 1968, defendant Frank Boyne submitted to Seafarers International Union a petty cash voucher numbered 4, in the amount of 6,000 Yen.

26. On or about November 26, 1968, defendant Frank Boyne deposited to his account at the Bank of America, Yokohama Branch, Check No. 1808, in the amount of \$16.67, drawn on the Union's SPAD account.

27. On or about September 6, 1968, defendant Frank Boyne collected money from members of the crew of the ship "Transglobe" and issued therefor Seafarers International Union cash receipt numbers E86461 through E86474.

28. On or about September 19, 1968, defendant Frank Boyne collected money from members of the crew of the ship "S/T Thetis" and issued therefor Seafarers International Union cash receipt numbers E86475 through E86485, in violation of 18 U.S.C. 371).

Signed by:

Edward R. Neaher, United States Attorney;
Edward N. Brown, Special Attorney;
John E. Clark, Special Attorney; and
the foreman of the grand jury.

SIU Indictment Hit by AFL-CIO

The AFL-CIO Executive Council, meeting in Chicago in the Fall of 1970, adopted a resolution supporting the SIU in its fight against a federal grand jury indictment accusing the union and its officers of making political contributions in violation of federal regulations. The executive council statement is indicative of the support that virtually all organized labor lent the SIU during its fight to have the charges dismissed. The following is the text of the AFL-CIO statement:

In June of this year a Grand Jury in Brooklyn returned an indictment charging the Seafarers International Union and several of its officers and members with making and conspiring to make political contributions in violation of federal law. The indictment specifically alleges that in the national election of 1968 the Seafarers Union, through its Political Activity Donation Account (SPAD), contributed a total of \$20,000 to Republican campaign committees and contributed a like amount to Democratic campaign committees. It also alleged a continuing conspiracy from 1962 to have the union make unlawful political contributions through SPAD.

Under federal law labor organizations are precluded from using union funds to make contributions in connection with federal elections and, as a result, many national and international unions have formed separate political committees to collect voluntary dollars from its members and supporters to be used in federal political campaigns. The formation of such committees and their use of monies so collected to support candidates for political office has always been permitted under federal law.

The indictment, however, charges, in essence, that the Seafarers open and above board campaign to secure voluntary contributions to its Political Activity Donation Account, and to make campaign contributions from that fund, which were fully reported to the Clerk of the House of Representatives as the law requires, somehow constitutes a conspiracy for contributions to federal candidates.

As the Supreme Court has recognized, working men and women have a First Amendment right to associate together to make their voice heard in federal elections. They have the right to make voluntary contributions to political activity funds set up by their unions. And unions have the right and the responsibility to convince their members that such contributions are vital to safeguard their interest in a progressive and responsive federal government. Congress, the Supreme Court and the Justice Department, itself in the past, have recognized as much.

The broad and loosely drawn indictment in the Seafarers case can only be read as a device to coerce working men and women and their unions to forego their basic constitutional rights.

The reasons behind this move by the key politician in the Administration, Attorney General Mitchell, are not hard to discern. He has learned by hard experience, first in the 1968 campaign, and then in labor's fight to defeat the unwise nominations of Judges Haynsworth and Carswell that the labor movement is the bulwark against the regressive and repressive policies the Executive Branch has sought to implement.

Recognizing this, he is seeking to silence the American trade union movement for purely political purposes. While he pursues the labor movement through new and expensive legal theories, he refuses to move forward against the Republican campaign committees that did not file their reports on time during the 1968 campaign, despite the fact that the failure to file constituted clear violation of law. This is all of a piece with the trend of Administration policy which is to monopolize the press and the airwaves by silencing its critics.

The reaction of the American trade union movement to this strategy is simple. We will not be cowed. We are going to continue to exercise our basic rights and we are going to aid the defense of those labor organizations which become the chosen targets of the Justice Department.

SPAD and the Seafarer

Seafarers for years have understood the necessity of participating in political and legislative activities. In recognition of this need, Seafarers through their Union, banded together and established SPAD as a separate, segregated fund to receive contributions and make expenditures in support of their lawful objectives of improving their social, economic and political interests.

Seafarers recognized that the views and actions of those elected to political office have a most serious impact upon the well-being of seamen and their families. Seafarers recognized further the extreme importance of uniting in a meaningful association to support those persons for political office whose philosophies and interests are in sympathy with seamen's needs and aspirations.

Most recently the United States Congress passed legislation reaffirming the right of working people, through their Unions, to establish

and administer separate, segregated funds for political purposes and to solicit contributions to such funds, such as SPAD. By this legislation,

specific, appropriate rules were also established for the operation of such funds or committees. In accordance with these congressional directions, and by appropriate Seafarer's action SPAD, in addition to other actions, has adopted procedures for the solicitation and receipt of contributions as follows:

Only authorized personnel may solicit contributions and they must have a Solicitor's Card (at left).

All SPAD solicitors have been issued written instructions and they shall issue official SPAD receipts for all contributions received (below).

Support SPAD and participate meaningfully with Seafarers to protect and advance Seafarers' interests. SPAD exists for your benefit. Support it!

Solicitor's Card SPAD (SEAFARERS POLITICAL ACTIVITY DONATION) 675 Fourth Avenue, Brooklyn, New York

Name of Solicitor and Address	
Book or Identification No.	Date of Issuance
The above is authorized to solicit contributions to SPAD. SPAD is a separate segregated fund and all contributions are voluntary. Among its objects and purposes is to further the political, social and economic interests of Seafarer seamen. It supports and contributes to political candidates for elective office, implementing its objects and purposes. No contributions may be solicited or received because of force, job discrimination, financial reprisal or threat of such conduct, or as a condition of membership in the Union (SIUNA AGLIWD) or of employment. This authorization card is the property of SPAD and must be surrendered to SPAD upon demand.	
SPAD	
Authorized, Chairman or Treasurer	

150

INSTRUCTIONS TO SPAD'S AUTHORIZED SOLICITORS

SPAD is a separate segregated fund and all contributions are voluntary. Among its objects and purpose is to further the political, social and economic interests of Seafarer seamen. It supports and contributes to political candidates for elective office, implementing its objects and purposes.

No contribution may be solicited or received because of force, job discrimination, financial reprisal or threat of such conduct or as a condition of membership in the Union (SIUNA AGLIWD) or of employment.

All solicitor's authorization cards and receipt books are the property of SPAD and must be surrendered upon demand to SPAD.

Any and all contributions must be receipted for and only SPAD official receipt books may be used. For all contributions received a full completed receipt with the appropriate details, should be issued to the contributor.

(Seafarers Political Activity Donation)
675 FOURTH AVENUE, BROOKLYN, NEW YORK

Receipt **A** 07451

Collected on _____ Date _____

Contributor's name _____

Address _____

S.S. # _____ Amount of contribution _____

SPAD is a separate segregated fund. Its proceeds are used to further its objects and purposes including, but not limited to furthering the political, social and economic interests of Seafarer seamen, the preservation and furthering of the American Merchant Marine with improved employment opportunities for seamen and the advancement of trade union concepts. In connection with such objects, SPAD supports and contributes to political candidates for elective office. All contributions are voluntary. No contribution may be solicited or received because of force, job discrimination, financial reprisal, or threat of such conduct, or as a condition of membership in the Union (SIUNA AGLIWD) or of employment. If a contribution is made by reason of the above improper conduct, notify the Seafarers Union or SPAD at the above address, certified mail within thirty days of the contribution for investigation and appropriate action and refund, if involuntary. Support SPAD to protect and further your economic, political and social interests, American trade union concepts and Seafarer seamen.

(A copy of our report filed with the appropriate supervisory officer is (or will be) available for purchase from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402.)

ORIGINAL COPY Signature of Solicitor _____

Lesson of Indictment Is That Labor Must Vigilantly Protect Its Rights

A Federal Court has dismissed the indictments brought against the Seafarers International Union by the Justice Department. The purpose of the Justice Department's action was to halt the activity and participation of Seafarers in the political process. The full text of the Court's 38-page decision dismissing the case appears on Pages 14-17 of this supplement. The supplement also contains the text of the indictments, as originally issued, on Pages 18-19.

At issue was the right of workers, through their union organization, to participate in the political activities of the nation in which they are citizens—a right which the trade union movement maintains is an inherent right in a free society.

Shortly after the indictments were issued, the AFL-CIO Executive Council viewed the action against the SIU, in part, in this way:

"As the Supreme Court has recognized, working men and women have a First Amendment right to associate together to make their voice heard in Federal elections. They have the right to make voluntary contributions to political ac-

tivity funds set up by their unions. And unions have the right and the responsibility to convince their members that such contributions are vital to safeguard their interest in a progressive and responsive Federal government."

The SIU and its membership were exercising this right when the Justice Department instigated its action to deny workers their right to be politically active through their union.

The Court's dismissal of the indictments is not a victory in the sense that it is an accomplishment. The mere preservation of a right which is already guaranteed in the Federal Constitution cannot be a victory. Costly battles to preserve basic rights should be unnecessary, although they are an unfortunate fact of life.

The Justice Department's indictments of the SIU, even though dismissed at this particular point, were costly. They were costly in terms of the time and effort that must be spent in fighting to protect the right to full political freedom. They were costly, as well, in that the expenditure of

effort and time could have been used otherwise in a very positive way to advance the security of Seafarers and their families.

And the indictments were costly to SIU members in terms of the unnecessary harassment and questioning and hounding, in the United States, on ships and in foreign ports of call.

An early American once said that "Eternal Vigilance is the Price of Liberty."

That warning applies especially to trade union workers who must always be prepared to defend their rights and security against those who relentlessly seek to destroy it. Just as sure as there is day and night there will be new attacks on the security and fundamental rights of American workers; Seafarers in particular will know this, as they have learned from the course of their history.

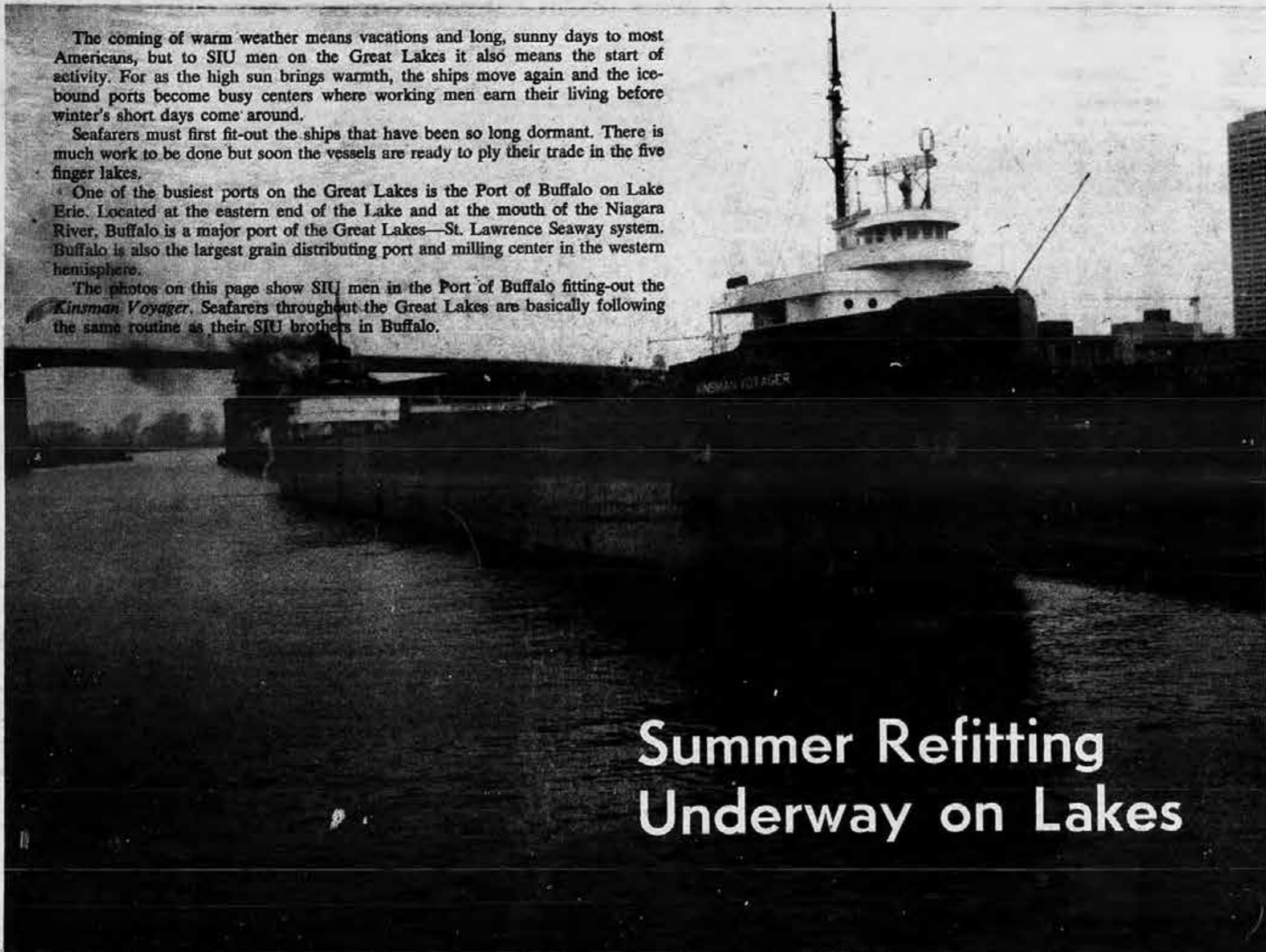
The pursuit of liberty by trade unions, and all Americans, is fundamental to their freedom. The greatest safeguard against attempts to destroy this freedom or any part of it is vigilance.

The coming of warm weather means vacations and long, sunny days to most Americans, but to SIU men on the Great Lakes it also means the start of activity. For as the high sun brings warmth, the ships move again and the ice-bound ports become busy centers where working men earn their living before winter's short days come around.

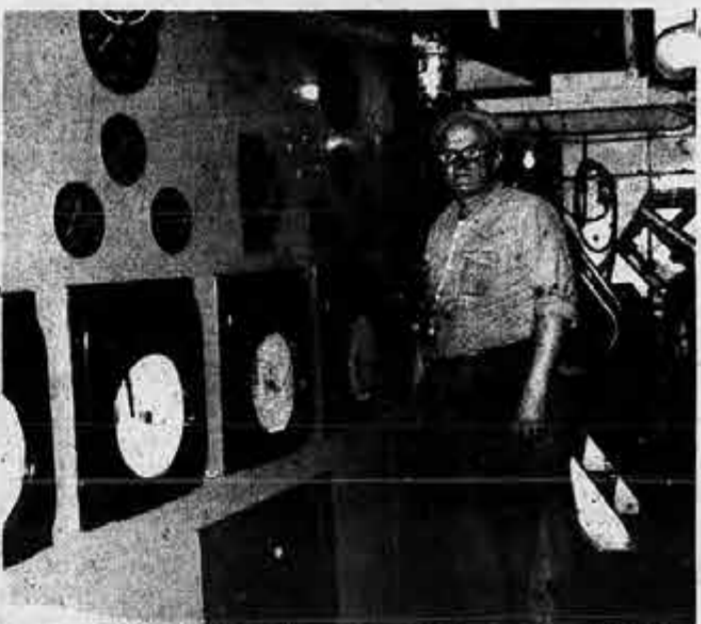
Seafarers must first fit-out the ships that have been so long dormant. There is much work to be done but soon the vessels are ready to ply their trade in the five finger lakes.

One of the busiest ports on the Great Lakes is the Port of Buffalo on Lake Erie. Located at the eastern end of the Lake and at the mouth of the Niagara River, Buffalo is a major port of the Great Lakes—St. Lawrence Seaway system. Buffalo is also the largest grain distributing port and milling center in the western hemisphere.

The photos on this page show SIU men in the Port of Buffalo fitting-out the *Kinsman Voyager*. Seafarers throughout the Great Lakes are basically following the same routine as their SIU brothers in Buffalo.



Summer Refitting Underway on Lakes



Seafarer Roger Kaarto, oiler, makes sure that the engine room is in good working order after the long winter lay-up.



Getting the galley ready for the first voyage are: Weldon LaMothe, second cook; Michael Pfau, porter, and Stanley Oberts, porter.



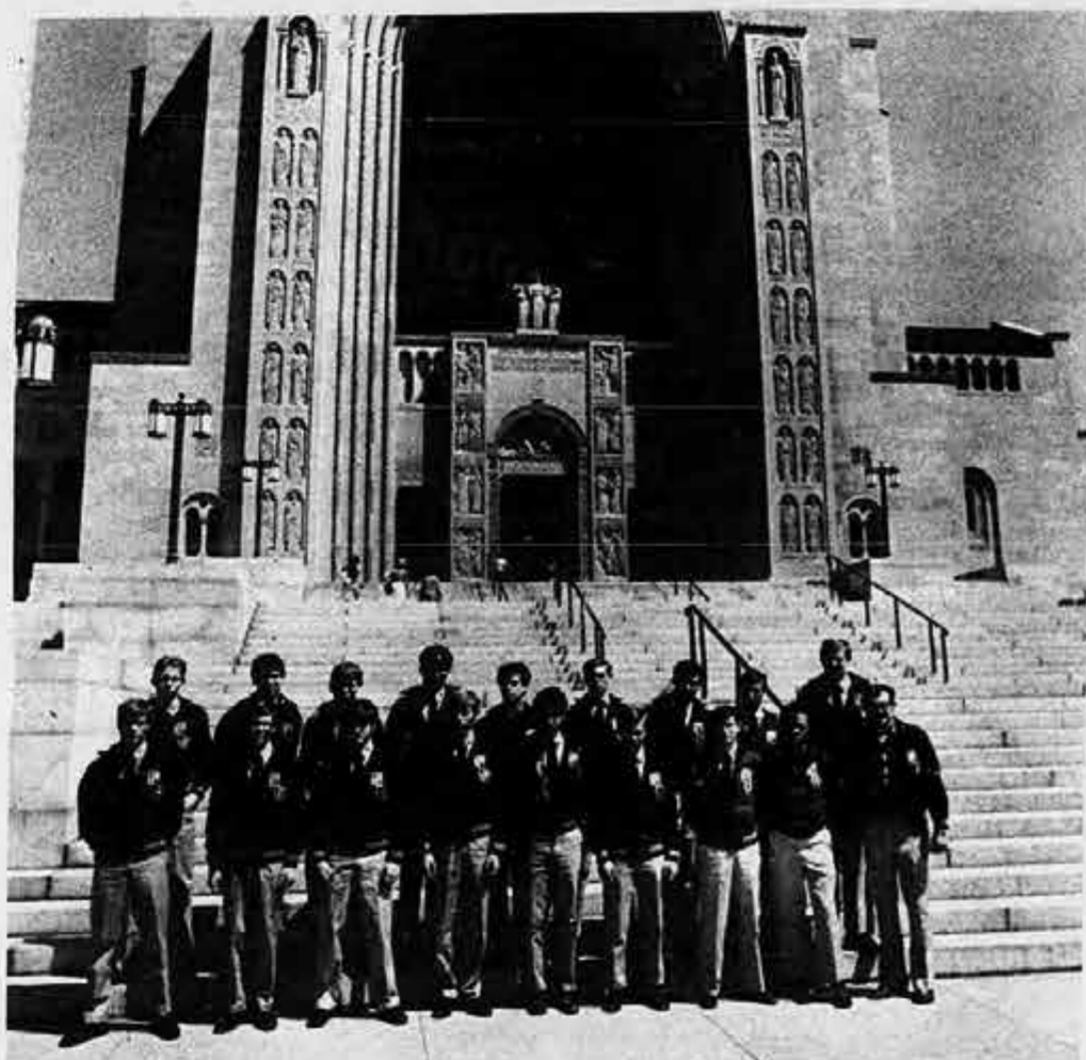
Dan Brown (left) and Everett Haugen, firemen aboard the *Kinsman Voyager* prepare the engine room for the busy summer work ahead.



Checking out the lifeboats is all part of the fitting-out process on the *Kinsman Voyager*. In these three photographs members of the deck department make sure that all is safe and secure in case an emergency should arise during a trip.



Participants in Merchant Marine Memorial Service sitting at altar of Shrine of the Immaculate Conception.



Students of Harry Lundeberg School of Seamanship outside Shrine prior to Merchant Marine Memorial service.

Memorial Service Honors Mariners

The men and women of the American merchant marine were memorialized in word and song at the third annual Merchant Marine Memorial Service held in May at Washington's Shrine of the Immaculate Conception.

O. William Moody, Jr., administrator of the AFL-CIO Maritime Trades Department represented SIU President Paul Hall at the ceremony, which he called "a fine and moving tribute to those who cared enough about their land to lay down their lives in its service."

The services were led by Navy Cmdr. Ronald J. Walsh, CHC, the chaplain of the U.S. Merchant Marine Academy. Participants in the service included the Merchant Marine Academy Glee Club, who sang a number of anthems and the academy buglers who played Taps.

In his message, Moody, representing maritime labor, said that the rebuilding of the nation's merchant fleet would be the best kind of lasting

memorial to those who perished for the nation.

"This service," he said, "should be a stirring reminder that the seamanship and good citizenship of America's seamen who have given their lives in the service of their country are not and will not be forgotten."

Moody said that part of the remembrance ought to be the continued rebuilding of the fleet because, "the men who man these ships play a very important role in maintaining the prestige of our nation on the oceans of the world both in peace and in moments of conflict."

Other speakers were James M. Reynolds, president of the American Institute of Merchant Shipping, representing industry; and Vice Admiral Thomas W. Sargent of the U.S. Coast Guard, representing government. Robert I. Blackwell, deputy administrator of the Maritime Administration served as master of ceremonies.

U.S. Navy Pays Special Tribute to Members Of America's Merchant Marine

Seafarers were the subject of an unusual tribute from the United States Navy on National Maritime Day this year which was celebrated May 22.

Adm. Elmo R. Zumwalt, Jr., Chief of Naval Operations, forwarded a message to all naval commands in which he asserted "a strong U.S. merchant marine is unquestionably a vital component of nation's total seapower assets and I believe it is most appropriate to demonstrated the Navy's interest and appreciation for the efforts and accomplishments of the officers and men of the U.S. Merchant Marine."

The complete text of the Zumwalt message follows:

18234Z MAY 72

FROM: CNO

TO: NAVOP

INFO: SECDEF

ZEN: SECNAV

SECRETARY OF
COMMERCE

UNCLAS
NATIONAL MARITIME DAY 1972
//NO5700//BASEGRAM

1. BY PROCLAMATION OF 13 APRIL 1972, PRESIDENT, NIXON PROCLAIMED 22 MAY 1972 AS NATIONAL MARITIME DAY TO RECOGNIZE AND HONOR THE AMERICAN MERCHANT MARINE.

2. A STRONG U.S. MERCHANT MARINE IS UNQUESTIONABLY A VITAL COMPONENT OF OUR NATION'S TOTAL SEAPOWER ASSETS AND I BELIEVE IT IS MOST APPROPRIATE TO USE THIS OCCASION TO DEMONSTRATE THE NAVY'S INTEREST AND APPRECIATION FOR THE EFFORTS AND ACCOMPLISHMENTS OF THE OFFICERS AND MEN OF THE U.S. MERCHANT

MARINE, MANY OF WHOM ARE MEMBERS OF THE U.S. NAVAL RESERVE.

3. ACCORDINGLY, IN KEEPING WITH THE SPIRIT AND INTENT OF THIS PRESIDENTIAL PROCLAMATION IT IS REQUESTED THAT THE FOLLOWING ACTIONS BE TAKEN:

ALL COMMISSIONED SHIPS OF THE NAVY, NOT UNDERWAY, DRESS SHIP ON 22 MAY 1972 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 2183, U.S. NAVY REGULATIONS, AND CHAPTER 7 OF DNC27A.

B. IN MAKING OFFICIAL NAVY SPEECHES ON OR ABOUT 22 MAY 1972, SENIOR OFFICERS ARE ENCOURAGED TO INCLUDE IN THE TEXT OF THEIR SPEECHES RECOGNITION OF THIS OCCASION AND THE DEPENDENCE OF THE NATION ON

A STRONG U.S. MERCHANT MARINE.

C. SENIOR OFFICERS PRESENT AFLOAT USE THIS YEAR'S NATIONAL MARITIME DAY TO LOCALLY INSTITUTE AND COORDINATE AS APPROPRIATE A CONTINUING EFFORT TO HAVE COMMANDING OFFICERS OF U.S. NAVY SHIPS IN PORT INITIATE INFORMAL CALLS ON THE MASTERS OF U.S. FLAG MERCHANT SHIPS PARTICULARLY IN, BUT NOT LIMITED TO, FOREIGN PORTS. ON THE OCCASION OF SUCH CALLS INVITATIONS SHOULD BE EXTENDED TO THE MASTERS AND THEIR OFFICERS TO VISIT OUR NAVY SHIPS.

4. FOR ALL UNITS DEPLOYED WESPAC, ACTIONS REQUESTED PARA 3 ABOVE AT DISCRETION OF LOCAL SOPAS.

E. R. ZUMWALT, JR.
ADMIRAL, U.S. NAVY

Maritime Day Viewpoints



"The resurgence of the American maritime industry—long the vision of Maritime Day speakers across the country—is at last becoming a reality . . . at the heart of this program is the construction in this decade of several hundred new, highly productive ships to replace the aging vessels in the current U.S. fleet. This represents the largest peacetime merchant shipbuilding program in the country's history. While progress to date has not lived up to our initial expectations, it has nonetheless been substantial."

Andrew E. Gibson
Assistant Secretary of Commerce
for Maritime Affairs.



"From an American perspective, each of these points has a negative ring. Not without reason, these deficiencies and conditions have long been popular subjects for Maritime Day speakers. Walt Whitman, the beloved American poet once advised, 'make much of negatives,' and, in this sense it can be said that the offsetting forces of positive action have been started in motion . . . but the real promise of the 1970 Act has yet to be realized."

Edwin M. Hood
President, American
Shipbuilder's Council

"All of us in this nation have a responsibility to do our part in keeping the U.S. merchant marine fleet viable. We are all responsible for seeing to it that the merchant marine of our country does not falter, that America's importance in the expansion of world trade does not diminish. For if the fleet fails, so our country is in danger of falling."

Helen Delich Bentley
Chairman, Federal Maritime
Commission.



"If our maritime industry is to survive, we must modernize our thinking—we must adopt radical new ideas and we must be willing to break away from some of the old, traditional concepts that have too long restricted and helped to strangle the industry. We must become more imaginative, more daring and far more aggressive than we have in the past if we expect to regain a position of primacy in the fiercely competitive field of international commerce."

Rep. Edward A. Garnatz (D.-Md.)
Chairman, House Merchant Marine
and Fisheries Committee.



Unique design, featuring an American-flag motif on the prow of a ship sailing over the words "Ship American" won a \$500 first prize in the annual Maritime Day poster contest. Prize winner Marilyn Gage, Cass Technical High School, Detroit, Mich., is shown at far right with Rep. Martha Griffiths (D-Mich.) in whose district Marilyn lives. Rep. Griffiths presented Marilyn her prize at a luncheon in honor of Maritime Day in the Rayburn House Office Building.



Wandering the Seas

Belying the common image, Seafarers are men of great appreciation of the arts. We know that, and in an effort to bring it to public view the Log is interested in receiving contributions of poetry from all Seafarers who have a poem waiting to be published. Address contributions to the Seafarers Log, 675 Fourth Ave., Brooklyn, N.Y. 11232.

Birthday

I
In the cold, grey dawn
Of an April morn
When I was born

II
There was much joy
And the Nurse told Dad
It's a boy!

III
And he grew to be
A sailor bold
Upon the sea

IV
But, as he grew old
He was told,
"Why don't you retire?"

V
"I wish I could
I think I would,"
Was his reply

VI
Now he has a wife
And he has a cat
And they have a home

VII
And he promised Her
That he'd stay home
and never roam.

VIII
But, the tension builds
Till his pension yields
A living wage.

IX
Now he goes home
Most Every spring
Just to pay his tax

X
And to hear Her sing
And watch her paint
And just relax

XI
They love their daughter Dawn
And She loves them
And that's okay

XII
So until the day
I come home to stay,
I'll just pray

XIII
And thank the Lord
Who let me live
Through another day.

Clarence 'Bud' Cousins
C-59

'Way Up High'

I've often wondered and I still do
Where do old sailors go when they die,
There's only one place that I can see,
Is way up there, "Way Up High."
"Way Up High" among the clouds,
With Christ, Captain of the Port,
Millions of sailors just hanging around,
With ships of every sort,
Viking ships and galleons,
Sailing ships and tramp,
Sailing continuously around the skies,
With beautiful angels to enchant.
So, have no fear sailor man,
For when you die it's really true,
You sign articles for life "Way Up High,"
With coffee time all day for you.

Harry Wolowitz
W-26

Questions Answered About Social Security

Q. I have been paying Social Security for more than 20 years and so has my wife. Since she can get a monthly benefit as a wife on my record when I retire, why does she also have to pay Social Security?

A. Everyone who works at a job covered by Social Security must pay. More important, however, your wife, as a worker, has Social Security protection in her own right. If she becomes severely disabled before reaching retirement age, she might qualify on her own earnings record for monthly disability checks. And, when she retires, she can get retirement benefits on her own earnings record even if you decide to keep on working. In most cases, her retirement benefit check would generally be more than the check she would receive as a dependent wife.

Q. I get monthly Social Security retirement checks. Because I earn a little over \$1,680 each year, I have to file an annual report of my earnings with Social Security. Since I will be 72 years old soon, will I have to file an annual report for 1972?

A. Yes. It's true that there is no limit on how much people 72 and over can earn without any reduction in their Social Security. You must file an annual report of your earnings for the entire year. However, no annual report will be required for 1973 and later years.

Q. I am 40 years old and will need 10 years of work under Social Security to qualify for retirement benefits at age 62. I have only worked at a job covered by Social Security for about six years. My wife worked under Social Security about five years. May we combine our credits when I reach 62 to be eligible for benefits?

A. No, the credits cannot be combined. Under the law, each worker must earn the number of credits he or she needs to qualify for Social Security benefits.

Q. I started receiving reduced Social Security retirement checks last year when I turned 62. I am now 63 and have suffered a stroke. Can I apply for monthly disability payments?

A. Yes. If you are found eligible to receive disability benefits, your retirement benefits will be changed over to disability benefits. You cannot collect benefits under both the disability and the retirement programs at the same time. Your monthly disability payments would be higher than those you receive now under the retirement program.

Q. When I became 65, I signed up for Medicare's hospital and medical insurance. Can I use this coverage for all doctors and hospitals?

A. You can of course go to any physician of your choice. Most hospitals participate in Medicare, but not all. Any Social Security office can tell you whether a hospital participates in Medicare.

Q. I have been getting monthly Social Security disability benefits on my own work record for the past two years and will be 60 soon. I am a widow and my husband was a Seafarer who worked under Social Security for many years before he died. Should I switch to widow's benefits at 60?

A. You may do so, if it is to your advantage. Obviously, if your monthly Social Security disability benefit is

higher than the widow's benefit, you would not want to make any change.

A point to keep in mind, however, is that a widow collects a permanently reduced benefit if she starts getting checks when she is 60. You would have to wait until 62 to get full widow's benefit. You should call or visit your Social Security office to discuss your situation in detail.

Q. I am 66 and enrolled in Medicare. After spending a week in a hospital, I was told that I must transfer to a nursing home for the skilled nursing care I need, and Medicare would still help pay my bills. How much of my bills will Medicare pay?

A. If you are found eligible for Medicare benefits while you are in specially qualified kind of skilled nursing home that is called an extended care facility, the program will pay for all covered services for the first 20 days. For the next 80 days, Medicare will pay for all the covered services except \$8.50 a day.

Q. I have medical insurance under Medicare. Can I send two different bills to the carrier for two entirely different services—general practitioner and radiologist—together on one Request for Payment form?

A. Yes.

Personals

George Leshinsky

Mrs. George Baladan asks that you contact her as soon as possible at Sunrise Drive, Hopwood, Penn. 15445, telephone no. 412-437-0522.

Ralph DiPaoli

Your sister, Mrs. Carmela Fornito, asks that you write to her as soon as possible at 1135 So. Seventh St., Philadelphia, Penn. 19147.

Rodney L. Mason

Your attorneys ask that you contact them as soon as possible at Boccardo, Blum, Lull, Niland, Teerlink & Bell, One California St., San Francisco, Calif. 94111, telephone no. 415-391-3700.

Anthony Raja

Your brother Sylvester Raja, asks that you contact him as soon as possible at 246 Seventh Ave., Brooklyn, N.Y. 11215.

John Croker

Please contact R. R. Goodwin at P.O. Box 1455 Norfolk, Va. 23501.

Earl Lee Owens

Your lawyer, C. Arthur Rutter, Jr., asks that you call or write him at 720 Atlantic National Bank Building, Norfolk, Va., telephone no. 703-622-5000.

Francisco Reyes

Your son, Miquel Reyes, asks that you contact him as soon as possible at 2151 Morris Ave., Apt. #9, Bronx, N.Y. 10453.

Alfred Hirsch

Please contact your wife as soon as possible at 1901 81 St., Brooklyn, N.Y. 11214.

Eugene Mays

Paul Mays

Robert R. Kressin & Associates ask that you contact them at 4423 Cass St., P.O. Box 9999, San Diego, Calif. 92109, telephone no. 714-274-4222.

Robert Wheat

Your mother, Mrs. Alma Wheat, asks that you contact her as soon as possible at 1209 Blandina, Utica, N.Y. 13501.

Transindiana On Puerto Rico Run

After logging her share of trans-Atlantic voyages in winter's heaviest seas, the *Transindiana* (Hudson Waterways) and her crew are now enjoying a well-earned change of pace on the Puerto Rico run.

All hands agree that there is nothing like sailing smooth waters to a warm port like San Juan after a battle against winter on the high seas.

Built in 1944, the 25,900 ton *Transindiana* is 632 feet long, and was converted to containership lines in 1969. She carries 481 40-foot containers per voyage and is equipped with the latest in safety features.



A new ship's library has just been added aboard the *Transindiana* and Seafarer John Ryan takes a look at some of the latest paperback titles.



SIU Headquarters Representative Bill Hall (foreground) assists wiper D. Hanratty (left) and Ordinary Seaman J. McClain during visit aboard the *Transindiana*.

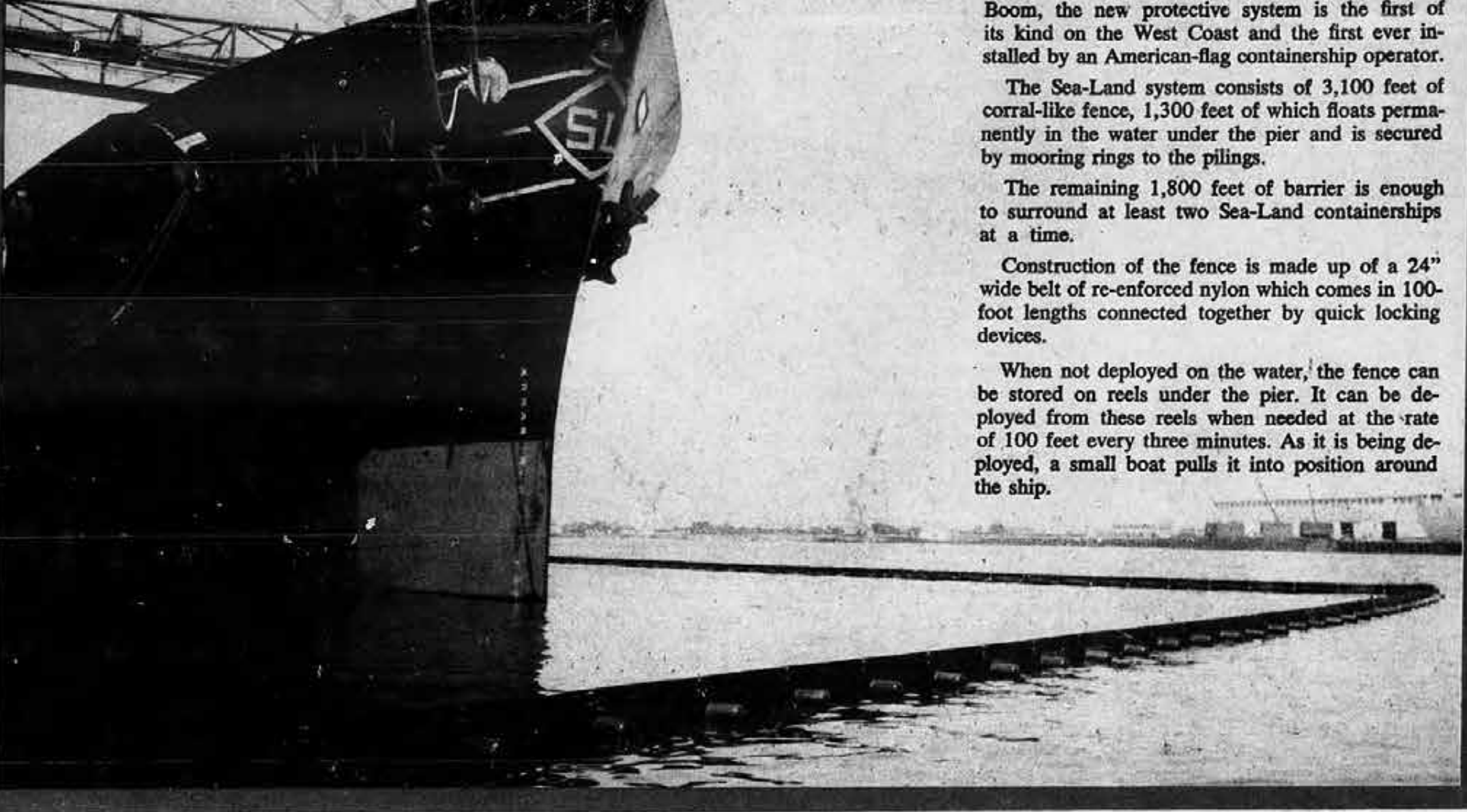


Give a sailor a hot cup of good coffee and somehow his day goes smoother. Ordinary Seaman L. Hernandez is handling the job of keeping those two coffee pots brewing.



Second Electrician G. Bermeo checks to see that hoses are secure on refrigerating equipment that has just been loaded topside aboard the *Transindiana*.

Helping Protect The Environment



A unique oil containment device, designed to prevent accidental oil spills from spreading outwards from a ship and its refueling barges, was installed around the SIU-manned containership *Trenton* at her dock in Oakland, California to test its value as an anti-pollution weapon.

Known as the Aqua Fence Oil Containment Boom, the new protective system is the first of its kind on the West Coast and the first ever installed by an American-flag containership operator.

The Sea-Land system consists of 3,100 feet of corral-like fence, 1,300 feet of which floats permanently in the water under the pier and is secured by mooring rings to the pilings.

The remaining 1,800 feet of barrier is enough to surround at least two Sea-Land containerships at a time.

Construction of the fence is made up of a 24" wide belt of re-enforced nylon which comes in 100-foot lengths connected together by quick locking devices.

When not deployed on the water, the fence can be stored on reels under the pier. It can be deployed from these reels when needed at the rate of 100 feet every three minutes. As it is being deployed, a small boat pulls it into position around the ship.

Upgrading Class Schedule at Lundeborg School

Upgrading classes for Lifeboat and Able Seaman endorsements; Fireman, Watertender and Oiler; and other Qualified Member Engine Department and Tankerman endorsements are open at the Harry Lundeborg School in Piney Point, Maryland.

Following is the schedule of classes:

Lifeboat, Able Seaman

July 3
July 17
July 31
August 14
August 28
September 11

Fireman, Watertender, Oiler

July 3
July 31
August 28

QMED Ratings & Tankerman

July 17
August 14
September 11

Under a recent ruling by the U.S. Coast Guard, graduates of the Harry Lundeborg School will be able to qualify for upgrading with reduced seetime. Candidates for upgrading must meet the following qualifications:

Rating	HLS Graduate	All others
Able Seaman	8 months ordinary seaman	12 months ordinary seaman
Fireman, Oiler, Watertender	3 months wiper	6 months wiper
All other QMED ratings	6 months wiper	6 months wiper

In order to process all applications as quickly as possible, applications should be accompanied with:

- Four passport photos (full face).
- Physical report from either USPHS or SIU Clinic.

Coast Guard regulations require that applicants for certification as Tankerman "shall furnish satisfac-

tory document evidence to the Coast Guard that he is trained in, and capable of performing efficiently, the necessary operation on tank vessels which relate to the handling of cargo." This written certification must be on company stationery, and signed by a responsible company official whose signature is on record, at a Maritime Inspection Office.

APPLICATION FOR UPGRADING HARRY LUNDEBERG SCHOOL PINEY POINT, MD. 20674

Name _____
Home Address _____

Mailing Address _____

Phone _____

Age _____ S. S. # _____ Book # _____

Ratings Now Held _____

Interested In What Ratings _____

Dates Available To Start _____

HLS Graduate: Yes _____ No _____

Lifeboatman: Yes _____ No _____

Record of Seetime:

Ship	Rating Held	Date of Shipment	Date of Discharge
_____	_____	_____	_____
_____	_____	_____	_____

SAMPLE LETTER FOR TANKERMAN (ON COMPANY LETTERHEAD)

Date: _____

To: U. S. Coast Guard
(Use home port address)

Gentlemen,

Mr. (name) has been in our employ from (date) to (date) and has served aboard the (name of vessel) and is qualified to handle (cargo grades).

While in our employ, Mr. (name) services have been satisfactory. He is trained in, and capable of performing efficiently the necessary operations on tank vessels which relate to handling of cargo.

Sincerely,

(Signature of Company Official)

Health Spas Prosper; Customers Get Stuck

By Sidney Margolius
Consumer Expert

Want to take off a few extra pounds? Or get some exercise? Or does your son want to learn karate?

The resurgence of heavily-promoted health clubs, saunas, spas and karate courses is causing grief to a new generation of consumers who sign long-term contracts and then find they can't continue or the club closes up. While the ads for the new crop of health clubs don't say so, the experience has been that these clubs try to sign you up for long contracts such as one or two years or even a lifetime membership.

Once you sign that contract, you usually have to pay. Under the holder-in-due course laws in most states, the club or spa re-sells your contract to a bank or finance company. You owe the bank the money.

One consumer organization, the energetic Virginia Consumers Council, recently even picketed a health club in the state (the European Health Spa). The consumer group went on the picket line to try to warn consumers about high-pressure sales tactics aimed at getting people to sign contracts they may later regret but cannot cancel.

The Virginia Department of Agriculture & Commerce earlier had warned that these contracts are non-cancellable, and signers must continue to make the payments regularly and on time, even if they stop using the facilities. Especially beware when a salesman tells you this is the last day of a special offer, the Virginia authorities urged.

One of the worst incidents, but by no means an isolated one, occurred in Dellwood, a suburb of St. Louis. There, a "health and beauty resort" put on a big advertising campaign and signed up members with the promise of a big swimming pool and gym facilities. The health club never opened the pool and other promised new facilities.

But the people lured by the enthusiastic ads still had to continue paying the finance company.

The promoters sold memberships even up to the day before the club closed, the St. Louis Better Business Bureau reported. One 19-year-old boy who paid \$150 in cash for membership came back the next day and found the club out of business.

Thus, the most exercise some health club clients get is trying to dodge the bill collectors later.

Jim Lotz, a Canadian lecturer on community affairs, told in *The Maritime Cooperator* how he signed up for two years with the Ottawa branch of a U.S. health club chain, making his monthly payments to a finance company. The "personal attention" promised in the ads turned out to consist of being measured once in a while, having a series of exercises outlined and being shown how to use the equipment.

Worst Yet

But the worst happened when Lotz moved to another town. The contract as he understood it, said that if the client moved, the spa had to provide gym facilities within a reasonable distance. The nearest one proved to be 140 miles away from his new home. But the finance company still demanded payment. Lotz paid, figuring it would cost him even more to get a lawyer.

In New York City, if determined Consumer Commissioner Bess Myerson has her way, a karate student who signs a long-term contract but drops out if he finds he doesn't like it after all, would be protected by a rule requiring a pro-rata payment for lessons actually taken plus a 5 percent penalty.

A survey by the Consumer Affairs Department showed that 12 out of 32 companies selling such "future services" contracts in that city, demand the full contract from any client who

Seafarers Welfare, Pension and Vacation Plans

FOR THE MONTH OF MAY 1972

FOR PERIOD DECEMBER, 1, 1971 thru MAY 31, 1972

SEAFARERS WELFARE PLAN	NUMBER OF BENEFITS	AMOUNT PAID
Scholarship	15	\$ 3,118.94
Hospital Benefits	1,917	49,117.03
Death Benefits	29	86,889.50
Medicare Benefits	608	3,405.00
Maternity Benefits	30	6,000.00
Medical Examination Program	351	10,530.05
Dependents Benefits (Average \$433.30)	2,069	89,649.29
Optical Benefits	889	12,581.32
Meal Book Benefits	306	3,056.80
Out-Patients Benefits	5,485	41,722.00
Summary of Welfare Benefits Paid	11,699	306,069.93
Seafarers Pension Plan—Benefits Paid	1,921	460,977.20
Seafarers Vacation Plan—Benefits Paid (Average \$495.24)	1,035	512,576.62
Total Welfare, Pension & Vacation Benefits Paid This Period	14,655	\$1,279,623.75

cancelled, no matter how little benefit he received. In one case, this charge amounted to \$1,500. The other 20 companies charged from 15 to 71 percent of the contract price for cancellation. The insistence on collecting most of the price or even all of it occurs even though salesmen told consumers who complained to her office that they could cancel "without penalty," Commissioner Myerson reported.

One of our readers, a Long Island, N.Y., woman who had an orthopedic problem, signed up for a one-year \$300 membership in a spa that promised to install a whirlpool bath for treatments her doctor recommended for osteo-arthritis. They never installed the pool but insisted she pay anyway even after the club closed up. She took her complaint to Small Claims Court, charging misrepresentation and breach of contract. But the know-nothing judge took the side of the corporation, which was represented by a lawyer while the woman represented herself.

The judge told the partially-crippled woman that she was lucky the

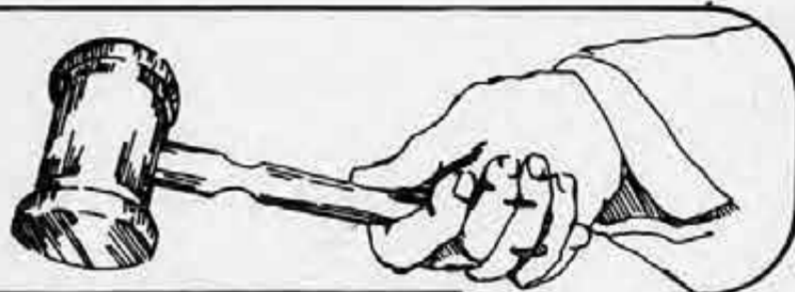
health-club company was willing to let her use another one of its clubs 20 miles away to complete the contract. Moreover, the judge said she was harrasing the company official representing the health club as a witness by trying to bring out facts about the facilities and sanitary conditions.

Practice Continues

So you can see how the whole shoddy game operates. The law usually is in on the side of the sellers of "future services;" they have the lawyers working for them; big banks and finance companies provide the money for the operation, and the courts, except recently for a few thoughtful judges, also usually side with the sellers on the basis of the sanctity of contracts.

Meanwhile the health clubs, saunas, and judo and karate clubs open, close, and often open again at another location or under other names. The former Vic Tanny gyms and Slenderella salons that a decade ago closed up leaving thousands of clients holding useless "lifetime contracts," now have given way to new clubs often using the same facilities.

Know Your Rights



FINANCIAL REPORTS. The constitution of the SIU Atlantic, Gulf, Lakes and Inland Waters District makes specific provision for safeguarding the membership's money and Union finances. The constitution requires a detailed audit by Certified Public Accountants every three months, which are to be submitted to the membership by the Secretary-Treasurer. A quarterly finance committee of rank and file members, elected by the membership, makes examination each quarter of the finances of the Union and reports fully their findings and recommendations. Members of this committee may make dissenting reports, specific recommendations and separate findings.

TRUST FUNDS. All trust funds of the SIU Atlantic, Gulf, Lakes and Inland Waters District are administered in accordance with the provisions of various trust fund agreements. All these agreements specify that the trustees in charge of these funds shall equally consist of Union and management representatives and their alternates. All expenditures and disbursements of trust funds are made only upon approval by a majority of the trustees. All trust fund financial records are available at the headquarters of the various trust funds.

SHIPPING RIGHTS. Your shipping rights and seniority are protected exclusively by the contracts between the Union and the shipowners. Get to know your shipping rights. Copies of these contracts are posted and available in all Union halls. If you feel there has been any violation of your shipping or seniority rights as contained in the contracts between the Union and the shipowners, notify the Seafarers Appeals Board by certified mail, return receipt requested. The proper address for this is:

Earl Shepard, Chairman, Seafarers Appeals Board
275-20th Street, Brooklyn, N.Y. 11215

Full copies of contracts as referred to are available to you at all times, either by writing directly to the Union or to the Seafarers Appeals Board.

CONTRACTS. Copies of all SIU contracts are available in all SIU halls. These contracts specify the wages and conditions under which you work and live aboard ship. Know your contract rights, as well as your obligations, such as filing for OT on the proper sheets and in the proper manner. If, at any time, any SIU patrolman or other Union official, in your opinion, fails to protect your contract rights properly, contact the nearest SIU port agent.

EDITORIAL POLICY—SEAFARERS LOG. The Log has traditionally refrained from publishing any article serving the political purposes of any individual in the Union, officer or member. It has also refrained from publishing articles deemed harmful to the Union or its collective membership. This established policy has been reaffirmed by membership action at the September, 1960, meetings in all constitutional ports. The responsibility for Log policy is vested in an editorial board which consists of the Executive Board of the Union. The Executive Board may delegate, from among its ranks, one individual to carry out this responsibility.

PAYMENT OF MONIES. No monies are to be paid to anyone in any official capacity in the SIU unless an official Union receipt is given for same. Under no circumstances should any member pay any money for any reason unless he is given such receipt. In the event anyone attempts to require any such payment be made without supplying a receipt, or if a member is required to make a payment and is given an official receipt, but feels that he should not have been required to make such payment, this should immediately be reported to headquarters.

CONSTITUTIONAL RIGHTS AND OBLIGATIONS.

The SIU publishes every six months in the *Seafarers Log* a verbatim copy of its constitution. In addition, copies are available in all Union halls. All members should obtain copies of this constitution so as to familiarize themselves with its contents. Any time you feel any member or officer is attempting to deprive you of any constitutional right or obligation by any methods such as dealing with charges, trials, etc., as well as all other details, then the member so affected should immediately notify headquarters.

EQUAL RIGHTS. All Seafarers are guaranteed equal rights in employment and as members of the SIU. These rights are clearly set forth in the SIU constitution and in the contracts which the Union has negotiated with the employers. Consequently, no Seafarer may be discriminated against because of race, creed, color, national or geographic origin. If any member feels that he is denied the equal rights to which he is entitled, he should notify headquarters.

SEAFARERS POLITICAL ACTIVITY DONATIONS. One of the basic rights of Seafarers is the right to pursue legislative and political objectives which will serve the best interests of themselves, their families and their Union. To achieve these objectives, the Seafarers Political Activity Donation was established. Donations to SPAD are entirely voluntary and constitute the funds through which legislative and political activities are conducted for the membership and the Union.

If at any time a Seafarer feels that any of the above rights have been violated, or that he has been denied his constitutional right of access to Union records or information, he should immediately notify SIU President Paul Hall at headquarters by certified mail, return receipt requested.



SIU Pensioners



Alfredo Ortega, Jr., 60, is a native of Florida and makes his home in Tampa. One of the early members of the union, Seafarer Ortega joined in 1939 in the Port of Tampa. He sailed in the deck department.



Louis L. Racioppo, 60, is a native of Italy and now makes his home in Brooklyn, N.Y. He joined the union in 1949 in the Port of New York and sailed in the engine department. Brother Racioppo served as department delegate while aboard ship.



William A. Hedlund, 65, is a native of New York City and now lives in the Bronx, N.Y. He joined the union in 1960 in the Port of New York and sailed in the deck department.



Harold Hollingsworth, 60, is a native of Lake Charles, La., and now makes his home in Houston, Tex. He joined the union in 1953 in Lake Charles and sailed in the steward department. Brother Hollingsworth is an Army veteran of World War II.



Walter M. Sprinkle, 62, joined the union in Port Arthur and sailed in the engine department. A native of Gulfport, Miss., Brother Sprinkle now makes his home in Port Arthur, Tex. He is a Navy veteran of World War II.



Michael Cekot, 51, joined the union in the Port of New York and sailed in the deck department. A native of Jersey City, N.J., Brother Cekot continues to make his home there. He is an Air Force veteran of World War II.



John A. King, 69, joined the union in 1960 and sailed on the Great Lakes in the deck department. A native of Alanson, Mich., Brother King now resides in Lockport, N.Y. He retired after sailing 27 years.



Henry E. Murray, 64, is a native of Philadelphia and now makes his home in Upper Darby, Pa. He joined the union in 1960 in the Port of Philadelphia and sailed in the deck department.



Bernard P. Burke, 55, is a native of Indiana and now makes his home in South San Francisco, Calif. He joined the union in 1948 in the Port of San Francisco and sailed in the steward department. Brother Burke served as department delegate while sailing.



Leopold Bruce, 65, joined the union in 1946 in the Port of New York and sailed in the steward department. Bruce often served as department delegate while sailing. A native of Trinidad, British West Indies, Seafarer Bruce now lives in Bronx, N.Y.



Robert L. Keiper, 66, joined the union in Port Arthur and sailed in the steward department. A native of Johnstown, Pa., Brother Keiper now resides in Port Arthur, Tex.



Juan Cruz, 64, is one of the first members of the union, having joined in 1939 in the Port of Baltimore. He sailed in the deck department. A native of Puerto Rico, Cruz now makes his home in Brena, P.R. Seafarer Cruz was issued a picket duty card in 1961 and another in 1962 during the Moore McCormack-Robin Line Beef. His retirement ends a sailing career of 45 years.



Antonio L. Dos Santos, 58, is a native of Brazil and now resides in Baltimore, Md. He joined the union in 1951 in the Port of Baltimore and sailed in the engine department. Seafarer Dos Santos served in the Brazilian Army from 1932 to 1938.



Fred B. LaPlant, 65, is one of the first members of the union having joined in 1938 in the Port of Mobile. Brother LaPlant sailed in the engine department. A native of Missouri, LaPlant now lives in Baltimore, Md. His retirement ended a sailing career of 40 years.



A Happy Day for Nottage Family

Engine department Seafarer Anthony Nottage (left) holds daughter Nancy as he receives his first monthly SIU pension check from Wilmington

Port Agent Dave Goldberg. Daughters Linda (left) and Anna share dad's happiness.

Welfare Plan Clarifies 'Dependent'

The Seafarers Welfare Plan advises Seafarers that as of January 5, 1972, the term "dependent" shall mean:

- The spouse of an eligible employee
- All unmarried children under 19 years of age
- Also, adopted children, provided that the eligible employee is the sole source of support for such children for the past three years.

The foregoing definition of the term "dependent" shall be applied by the Seafarers Welfare Plan with respect to any claims submitted by Seafarers.

DISPATCHERS REPORT

Atlantic, Gulf & Inland Waters District

May 1-31, 1972

DECK DEPARTMENT

Port	TOTAL REGISTERED		TOTAL SHIPPED			REGISTERED ON BEACH	
	All Groups		All Groups			All Groups	
	Class A	Class B	Class A	Class B	Class C	Class A	Class B
Boston	8	3	4	1	0	19	8
New York	116	53	45	30	3	237	99
Philadelphia	9	14	17	16	1	26	17
Baltimore	47	17	31	16	0	99	35
Norfolk	43	7	11	3	0	47	21
Jacksonville	28	11	13	8	0	47	17
Tampa	20	10	7	3	0	14	16
Mobile	62	19	25	7	0	105	39
New Orleans	79	28	56	25	0	178	99
Houston	53	57	32	31	1	142	121
Wilmington	22	16	11	11	0	28	25
San Francisco	95	59	79	38	0	152	118
Seattle	37	31	38	35	1	26	16
Totals	619	325	369	224	6	1120	631

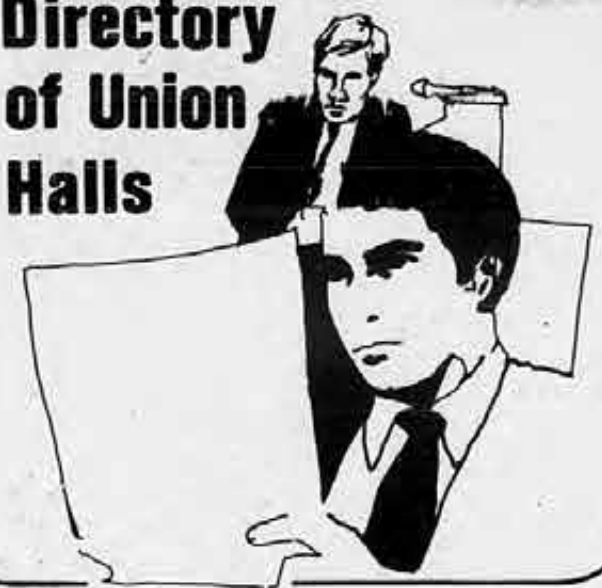
ENGINE DEPARTMENT

Port	TOTAL REGISTERED		TOTAL SHIPPED			REGISTERED ON BEACH	
	All Groups		All Groups			All Groups	
	Class A	Class B	Class A	Class B	Class C	Class A	Class B
Boston	6	5	2	3	0	11	5
New York	86	68	46	44	7	151	143
Philadelphia	13	5	15	8	0	8	5
Baltimore	31	28	20	24	0	77	50
Norfolk	25	8	11	8	0	34	16
Jacksonville	13	15	7	22	1	22	26
Tampa	8	8	6	4	0	10	11
Mobile	38	20	13	13	0	69	35
New Orleans	64	46	45	22	1	140	128
Houston	65	65	33	36	0	117	104
Wilmington	20	23	5	14	0	20	25
San Francisco	67	67	64	79	0	104	125
Seattle	21	56	22	32	0	17	9
Totals	457	414	289	309	9	780	682

STEWARD DEPARTMENT

Port	TOTAL REGISTERED		TOTAL SHIPPED			REGISTERED ON BEACH	
	All Groups		All Groups			All Groups	
	Class A	Class B	Class A	Class B	Class C	Class A	Class B
Boston	2	4	1	1	0	4	4
New York	65	52	25	23	3	136	94
Philadelphia	10	8	9	9	0	16	9
Baltimore	28	15	14	8	0	75	33
Norfolk	15	17	11	9	0	32	25
Jacksonville	15	9	8	10	0	15	9
Tampa	14	6	7	3	0	16	5
Mobile	39	11	9	13	0	70	25
New Orleans	44	27	52	14	0	129	65
Houston	67	28	23	14	0	113	107
Wilmington	11	10	4	7	0	14	10
San Francisco	51	75	45	55	0	92	85
Seattle	28	22	27	18	1	19	7
Totals	389	284	235	184	4	731	478

Directory of Union Halls



SIU Atlantic, Gulf, Lakes & Inland Waters Inland Boatmen's Union United Industrial Workers

- PRESIDENT**
Paul Hall
- SECRETARY-TREASURER**
Joe DiGiorgio
- EXECUTIVE VICE PRESIDENT**
Cal Tanner
- VICE PRESIDENTS**
Earl Shepard
Al Tanner
Lindsey Williams
Robert Matthews
- HEADQUARTERS** 675 4th Ave., Blyn. 11232
(212) HY 9-6600
- ALPENA, Mich.** 800 N. Second Ave. 49707
(517) EL 4-3616
- BALTIMORE, Md.** 1216 E. Baltimore St. 21202
(301) EA 7-4900
- BOSTON, Mass.** 215 Essex St. 02111
(617) 482-4716
- BUFFALO, N.Y.** 290 Franklin St. 14202
SIU (716) TL 3-9259
IBU (716) TL 3-9259
- CHICAGO, Ill.** 9383 Ewing Ave. 60617
SIU (312) SA 1-0733
IBU (312) ES 5-9570
- CLEVELAND, Ohio** 1420 W. 25th St. 44113
(216) MA 1-5450
- DETROIT, Mich.** 10225 W. Jefferson Ave. 48218
(313) VI 3-4741
- DULUTH, Minn.** 2014 W. 3d St. 55806
(218) RA 2-4110
- FRANKFORT, Mich.** P.O. Box 287,
415 Main St. 49635
(616) EL 7-2441
- HOUSTON, Tex.** 5804 Canal St. 77011
(713) WA 8-3207
- JACKSONVILLE, Fla.** 2608 Pearl St. 32233
(904) EL 3-0987
- JERSEY CITY, N.J.** 99 Montgomery St. 07302
(201) HE 5-9424
- MOBILE, Ala.** 1 South Lawrence St. 36602
(205) HE 2-1754
- NEW ORLEANS, La.** 630 Jackson Ave. 70130
(504) 529-7546
- NORFOLK, Va.** 115 3d St. 23510
(703) 622-1892
- PHILADELPHIA, Pa.** 2604 S. 4th St. 19148
(215) DE 6-3818
- PORT ARTHUR, Tex.** 534 Ninth Ave. 77640
(713) 983-1679
- SAN FRANCISCO, Calif.** 1321 Mission St. 94103
(415) 626-6793
- SANTURCE, P.R.** 1313 Fernandez Juncos,
Stop 20 00908
(809) 724-0267
- SEATTLE, Wash.** 2505 First Ave. 98121
(206) MA 3-4334
- ST. LOUIS, Mo.** 4577 Gravois Ave. 63116
(314) 752-6500
- TAMPA, Fla.** 312 Harrison St. 33602
(813) 229-2788
- TOLEDO, Ohio** 935 Summit St. 43604
(419) 248-3691
- WILMINGTON, Calif.** 450 Seaside Ave.
Terminal Island, Calif. 90731
(213) 832-7285
- YOKOHAMA, Japan** Iseya Bldg., Room 810
1-2 Kaigan-Dori-Nakaku
2014971 Ext. 281

MEMBERSHIP MEETINGS' SCHEDULE



SIU-AGLIWD Meetings

New Orleans	July 11—2:30 p.m.
Mobile	July 12—2:30 p.m.
Wilmington	July 17—2:30 p.m.
San Francisco	July 13—2:30 p.m.
Seattle	July 21—2:30 p.m.
New York	July 3—2:30 p.m.
Philadelphia	July 5—2:30 p.m.
Baltimore	July 5—2:30 p.m.
Detroit	July 7—2:30 p.m.
Houston	July 10—2:30 p.m.

United Industrial Workers

New Orleans	July 11—7:00 p.m.
Mobile	July 12—7:00 p.m.
New York	July 3—7:00 p.m.
Philadelphia	July 5—7:00 p.m.
Baltimore	July 5—7:00 p.m.
Houston	July 10—7:00 p.m.

Great Lakes SIU Meetings

Detroit	July 3—2:00 p.m.
Buffalo	July 3—7:00 p.m.
Alpena	July 3—7:00 p.m.
Chicago	July 3—7:00 p.m.
Duluth	July 3—7:00 p.m.
Frankfort	July 3—7:30 p.m.

Great Lakes Tug and Dredge Section

Sault Ste. Marie	July 13—7:30 p.m.
Chicago	July 11—7:30 p.m.

Buffalo	July 12—7:30 p.m.
Duluth	July 14—7:30 p.m.
Cleveland	July 14—7:30 p.m.
Toledo	July 14—7:30 p.m.
Detroit	July 10—7:30 p.m.
Milwaukee	July 10—7:30 p.m.

SIU Inland Boatmen's Union

New Orleans	July 11—5:00 p.m.
Mobile	July 12—5:00 p.m.
Philadelphia	July 5—5:00 p.m.
Baltimore (licensed and unlicensed)	July 5—5:00 p.m.
Norfolk	July 6—5:00 p.m.
Houston	July 10—5:00 p.m.

Railway Marine Region

Philadelphia	July 11—10 a.m. & 8 p.m.
Baltimore	July 12—10 a.m. & 8 p.m.
*Norfolk	July 13—10 a.m. & 8 p.m.
Jersey City	July 10—10 a.m. & 8 p.m.

†Meeting held at Galveston wharves.

†Meeting held in Labor Temple, Sault Ste. Marie, Mich.

*Meeting held in Labor Temple, Newport News.



Final Departures



James R. Deihl, 55, passed away Feb. 23 in USPHS Hospital, Norfolk, Va. A native of Reedville, Va., Brother Deihl was a resident of Hampton, Va. when he died. He joined the union in 1964 in the Port of Norfolk and sailed in the engine department. Among his survivors is his sister, Ella Mae Cockrell of Hampton. Burial was in Roseland Cemetery in Reedville.



Louis A. Tuckfield, 73, was an SIU pensioner who passed away Mar. 2, 1972 in Philadelphia, Pa. of natural causes. A native of Malta, Brother Tuckfield was a resident of Philadelphia when he died. He joined the union in 1941 in the Port of New Orleans and sailed in the deck department. He had been a sailor for more than 55 years when he retired. Among Tuckfield's survivors is his brother, Harry J. Tuckfield of Port Charlotte, Fla. Burial was in Holy Cross Cemetery in Yeadon, Pa.



Wilbert J. Bairnsfather, 62, passed away Mar. 10 in the Gulf of Mexico off Lafourche, La. He drowned when the tugboat on which he was sailing sank. A native of Algiers, La., Bairnsfather was a resident of New Orleans at the time of his death. He joined the union in 1956 in the Port of New Orleans and sailed in the deck department. Among his survivors is his son, Kenneth C. Bairnsfather of New Orleans. Burial was in McDonogh Cemetery in Gretna, La.



Charles B. Ross, 73, was an SIU pensioner who passed away April 3 of heart disease in Houston, Tex. A native of Arbroath, Scotland, Ross was a resident of Houston when he died. He joined the union in 1949 in the Port of Mobile and sailed in the deck department. Brother Ross retired in 1968. Among his survivors is his brother, James L. Ross of Edgewood, R.I. Burial was in Forest Park East Cemetery in Houston.



Anthony M. Ferrer, 74, was an SIU pensioner who passed away Dec. 17, 1971 of a heart attack in Llansa, Spain. Brother Ferrer joined the union in 1944 in the Port of Baltimore and sailed in the steward department. He sailed for 44 years until his retirement in 1963. A native of Spain, Ferrer was a resident in Llansa, Spain when he died.



Truman W. Warren, 70, was an SIU pensioner who passed away Mar. 16 of heart disease in Paul Oliver Memorial Hospital, Frankfort, Mich. A native of Frankfort, Brother Warren was a resident there when he died. He joined the union in the Port of Frankfort and sailed in the steward department on the Great Lakes. When Seafarer Warren retired in 1966 he had been sailing over 18 years. Among his survivors is his wife, Gladys. Burial was in Crystal Lake Township Cemetery in Benzie County, Mich.

Fred H. Anderson, 54, passed away Jan. 27 of heart disease in Houston, Tex. A native of Washington, Brother Anderson was a resident of Houston when he died. Seafarer Anderson sailed in the engine department. Among his survivors is his brother, Herman R. Anderson of Seabeck, Wash. Burial was in Forest Park Lawndale Cemetery in Houston.

Enoch J. Gaylor, 69, was an SIU pensioner who passed away Mar. 20 in the USPHS Hospital in New Orleans, La. A native of Georgia Gaylor was a resident of New Orleans when he died. One of the first union members, Seafarer Gaylor joined in 1938 in the Port of Baltimore and sailed in the deck department. He served in the Navy from 1921 to 1934. He retired from the union in 1968. Among his survivors is his sister, Mae Gaylor Bell of Opelika, Ala. Burial was in Garden Hill Cemetery in Opelika.

Tonis Tonisson, 67, was an SIU pensioner who passed away Feb. 12 of heart disease in Brooklyn, N.Y. A native of Estonia, Tonisson was a resident of Brooklyn when he died. He joined the union in 1946 in the Port of New York and sailed in the engine department. Brother Tonisson served as department delegate while sailing. He was also issued a picket duty card in 1962 during the Moore McCormack-Robin Line Beef. Brother Tonisson had been sailing 47 years when he retired in 1969. Among his survivors is his brother, Martin Tonisson of Melbourne, Australia. Burial was in Greenwood Cemetery in Brooklyn.

William Yuhas, 61, passed away Nov. 9, 1971 of heart failure in Port Wing, Wis. A native of Wis., Brother Yuhas was a resident of Port Wing when he died. Yuhas sailed in the engine department on the Great Lakes. Among his survivors is his wife, Norma. Burial was in Greenwood Cemetery in Port Wing.



Karl W. Schroeder, 76, was an SIU pensioner who passed away Jan. 6, 1972 of heart trouble in Alicante, Spain. A native of Germany, Brother Schroeder was a resident of Alicante when he died. He joined the union in 1956 in the Port of Baltimore and sailed in the deck department. Schroeder was issued a picket duty card in 1961. He had been sailing 44 years when he retired in 1964. Among his survivors is his wife, Josefa. Burial was in the Cemetery of Alicante.



George R. Duffield, 34, passed away Nov. 9, 1971 of heart disease in Episcopal Hospital, Philadelphia, Pa. A native of Philadelphia, Brother Duffield was a resident there when he died. He joined the union in 1965 in the Port of Philadelphia and sailed in the engine department. Among his survivors is his wife, Marie. Burial was in Hillside Cemetery, Roslyn, Pa.



Harold C. Haugen, 64, passed away Mar. 15 of a heart attack in Frankfort, Mich. A native of Frankfort, Brother Haugen was a resident there when he died. He joined the union in 1963 in the Port of Frankfort and sailed in the steward department. Among his survivors is his wife, Clara. Burial was in Lutheran Cemetery in Crystal Lake Township, Mich.



Alphonso Pyles, 40, passed away April 15, 1971 in Singapore while a crew-member on board the *Mount Vernon Victory*. He was a resident of Olongapo City, Philippines when he died. Brother Pyles sailed in the deck department. Among his survivors is his wife, Carmen. Burial was in Olongapo City Cemetery.



Monroe Deedler, 56, died on Mar. 2 in Hubbard Lake, Mich. where he was trapped in a burning building. Brother Deedler was a resident of Hubbard Lake when he died. He joined the union in 1969 in the Port of Alpena and sailed in the engine department on the Great Lakes. He had been sailing 18 years when he died. Deedler was an Army veteran of World War II.



Earl F. Sedlacek, 44, passed away Mar. 7 of heart disease in Pasadena, Texas. A native of Midfield, Tex., Brother Sedlacek was a resident of Pasadena when he died. He joined the union in 1961 in the Port of Houston and sailed in the engine department. Sedlacek served in the Air Force from 1946 to 1949. Among his survivors is his wife, Marie. Seafarer Sedlacek's body was removed to Hawley Cemetery in Blessing, Tex.

Digest of SIU



Ships Meetings

TRANSIDAHO (Hudson Waterways), Mar. 19—Chairman Frank Gaspar; Secretary Aussie Shrimpton. \$150 in ship's fund. No beefs and no disputed OT.

TRENT (Verity Marine), Mar. 5—Chairman A. E. Bourgot; Secretary C. E. Turner; Deck Delegate David B. Ramirez; Engine Delegate John Federovich; Steward Delegate August J. Panepinto. \$17 in ship's fund. Some disputed OT in deck and steward departments.

SEATRIN MARYLAND (Seatrain), Feb. 27—Chairman Enos E. Allen; Secretary J. B. Archie; Steward Delegate Alfred Flatts. Everything is running

smoothly. All repairs have been taken care of. Some disputed OT in deck and engine departments. Vote of thanks to the steward department for a job well done.

SEATRIN FLORIDA (Seatrain), Mar. 5—Chairman B. R. Scott; Secretary P. S. Holt; Deck Delegate M. Williams; Engine Delegate George Zelkos; Steward Delegate J. E. Ward. \$9 in ship's fund. Some disputed OT in deck and steward departments. The steward department extended a vote of thanks to the entire crew for this cooperation.

CHICAGO (Sea-Land), Mar. 19—Chairman Dan Butts; Secretary J. M.

Davis; Deck Delegate H. E. Miller; Engine Delegate George Hoopes. \$19 in ship's fund. Most repairs have been taken care of. No beefs.

SL 181 (Sea-Land), Mar. 5—Chairman John Davies; Secretary G. Walter; Deck Delegate J. Gliniski; Engine Delegate Manuel F. Lopez; Steward Delegate Stonewall Jackson. \$15 in ship's fund. No disputed OT and no beefs.

SEATRIN CAROLINA (Hudson Waterways), Mar. 12—Chairman Billy G. Edelman; Secretary W. C. Sink; Deck Delegate Eugene O. Conrad; Engine Delegate C. L. Paulerson; Steward Delegate G. C. Reyes. \$100 in ship's fund. Few hours disputed OT in steward

department. Vote of thanks to the steward department for a job well done.

MT. WASHINGTON (Victory Carriers), Mar. 19—Chairman C. Dickney; Secretary A. H. Reasko. \$11 in ship's fund. Some disputed OT in engine department. Vote of thanks to the steward department for a job well done. The steward department thanked the crew for their cooperation.

MISSOURI (Ogden Marine), Mar. 26—Chairman S. Monardo; Secretary W. J. Miles; Deck Delegate Leonard Bartlett; Engine Delegate J. M. Tramontanic; Steward Delegate Leslie Burnett. \$21 in ship's fund. No beefs were reported.



Messman P. Chably slices fresh Italian bread for Saturday dinner. Third Cook W. Kitchen is in background, busy with other galley tasks.



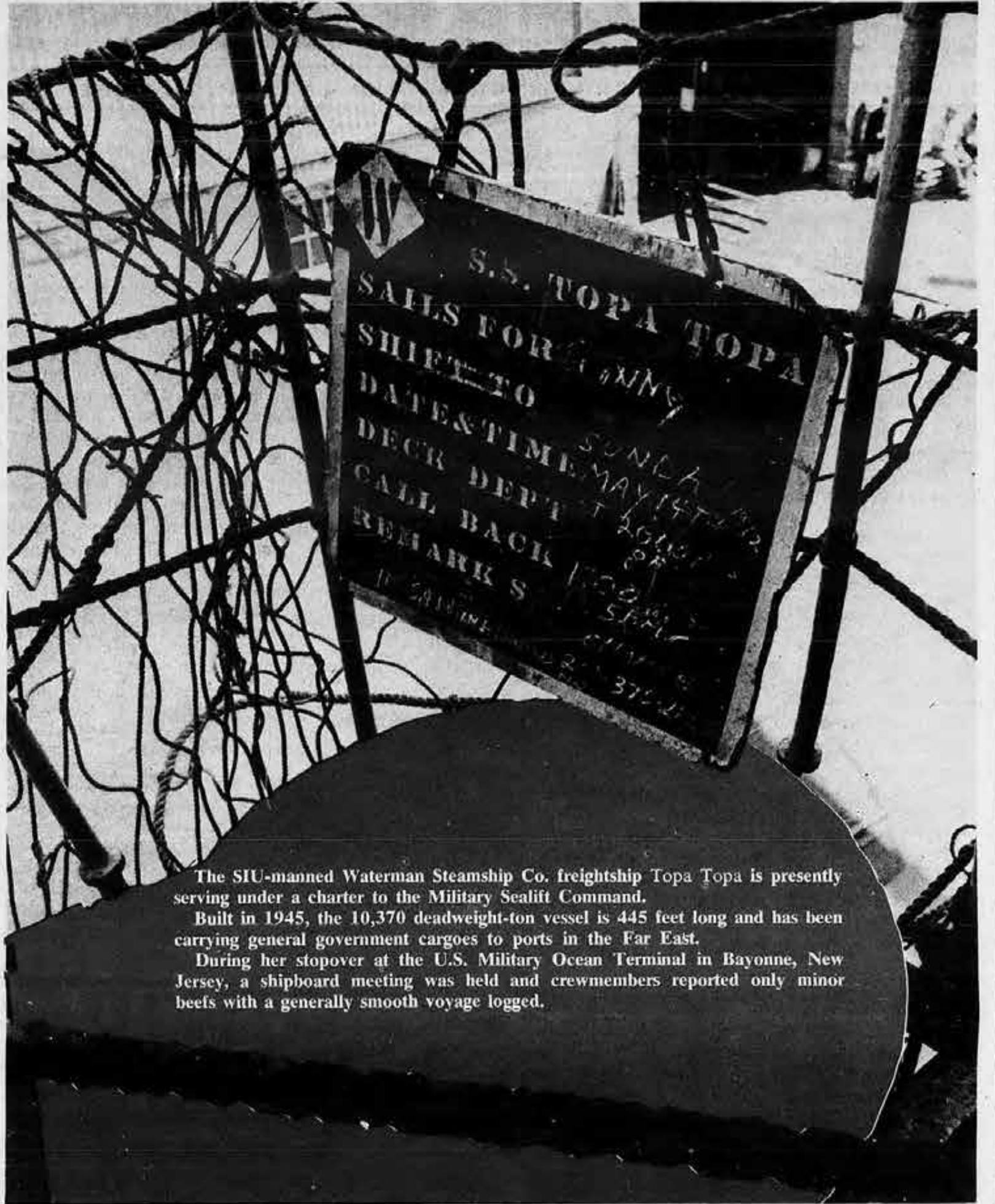
It may not catch the eye of a sailor now, but that bowl of "fixins" will soon be turned into hot and tasty potato pancakes by Topa Topa's Chief Cook B. Kiedinger.



Deck engineer G. Juarez is busy preparing rigging topside for Sunday sailing back to the Far East.



Able Seaman A. Maben is signing off the Topa Topa for a well earned short vacation on the beach. He's making arrangements for transportation home.



The SIU-manned Waterman Steamship Co. freightship Topa Topa is presently serving under a charter to the Military Sealift Command.

Built in 1945, the 10,370 deadweight-ton vessel is 445 feet long and has been carrying general government cargoes to ports in the Far East.

During her stopover at the U.S. Military Ocean Terminal in Bayonne, New Jersey, a shipboard meeting was held and crewmembers reported only minor beefs with a generally smooth voyage logged.



The crew's mess is crowded from bulkhead to bulkhead as SIU Headquarters Representative Bill Hall (standing, left) hits the deck with the latest news on union affairs during shipboard meeting.

Voice of the Membership

As the membership is aware, the Log solicits and welcomes letters expressing the views of SIU members. In adhering to a policy of assuring respect for the rights of individual members, Seafarers Log policy does not allow for the pub-

Letter from SIU member Walter Le Clair aboard the SS Ogden Wabash dated March 14, 1972, received at SIU headquarters.

We the crew of the S/S Ogden Wabash would like to go on record with you and the Contract and Negotiating Committee, that we want the Contract and Negotiating Committee this June 15, 1972 when our contract runs out, to demand a wage increase of five and a half percent this year 1972, and a five and a half percent increase in wages in 1973.

Also we want an increase in our pension, \$250.00 a month to an increase of \$350.00 a month, and change the present seatime requirements from 20 years seatime to 15 years seatime with no age limit. Thank you.

Fraternally,
s/ Walter W. Le Clair, L-636
Ship's Chairman

(Signed by members of the crew)

Letter from SIU headquarters, dated March 23, 1972, to Walter Le Clair.

Dear Brother Le Clair:

We are in receipt of the Ship's Minutes for March 14, 1972, and their proposals for the next Contract.

I am turning your suggestions over to the Contract Negotiating Committee for their consideration when the Committee meets for the next Contract Negotiation.

We thank you for your suggestions and the interest you have shown in this matter.

Thank you for contacting this office. With best wishes for smooth sailing, I remain,

Fraternally,
s/ Joe DiGiorgio
Vice President

Letter from Walter Le Clair dated April 25, 1972 to SIU-contracted ships.

Dear Brothers:

On March 14, 1972 when I was Bos'un and ships chairman on the S/S Ogden Wabash, we the crew brought up at our union meeting, that we write a letter to Paul Hall, and the contract and the negotiating committee, asking them this June 15, 1972 when our contract is to be renewed, that they the committee at least ask the steamship companies under contract for a five and a half percent increase in wages in 1972, and a five and a half percent increase in wages in 1973.

The reason for only a five and a half percent increase in wages for each year is that, President Nixon's Price and Wage Control Board may step in and put a stop to any increase over five and a half percent.

Also in the letter we ask for an increase in our pension from \$250.00 a month to \$350.00 a month, and to reduce the 20 years seatime requirement to 15 years seatime, with no age limit.

We the union brothers on the S/S Ogden Wabash feel that the union brothers on all SIU ships should write a letter like the one we wrote to Paul Hall and the contract and negotiating committee so that they will know we are fed up with his sweetheart contracts, if we all get together on this matter and demand better wages, overtime, pension and a voice in our union, then we can again call the SIU a labor union, instead of an unemployment office.

I am sending a copy of our letter to all the SIU ships, this letter should be read and discussed at your next ship meeting, if the union brothers on your ship feel that they want better union conditions in the SIU, then they should write a letter to Paul Hall and the contract negotiating committee and let them know what they want in our next contract.

If the brothers on your ship do decide to write a letter to the committee, would you please send a copy of your letter to me.

In our last union election, Paul Hall ran on the ballot unopposed, the reason for this is he disqualified all union brothers that try to run against him.

When we have our next union election I, Walter W. Le Clair, L-636 will run against Paul Hall for the presidential office of the SIU. I've been a seaman for twenty years, and I feel like most union brothers who's been in the SIU for any number of years, and that is? Mr. Hall and all his other union fakers have been selling, us the membership out for the benefit of the steamship companies and himself.

I know it's a little early to be thinking about our next union election when its three years away, but if you're not satisfied with the so-called union wages and pension that we have, then I ask you and any other union brother to remember me in our next union election.

Thank you, Yours for a Democratic SIU
s/ Walter W. Le Clair, L-636

lication of letters which are not in good taste or which misrepresent the views of brother Seafarers.

Consequently, letters such as those reproduced on this page are not published as a general rule. The Log has made an exception in regard to these communications because the writers of one letter have requested that their message be printed in the Log. Because the letter would have no meaning without also referring to those letters it mentions, it is necessary in respecting the rights of these brothers to a fair representation of its views that the previous documents which gave rise to this letter also be reproduced.

The exception was made, too, because some of these communications have already been widely circulated among the membership.

Therefore, the letters on this page are being reproduced here so that the entire matter can be aired in a manner that will allow the membership to be aware of these facts and to make their own judgment on the questions raised. The letters in the column on the left were mailed together, as part of a package, to virtually all SIU-contracted ships. The letters in the right-hand column are typical of the many responses received at union headquarters.

Letter from SIU crewmembers aboard the SS Ogden Wabash dated May 28, 1972, received at SIU headquarters.

We the crewmembers of the S/S Ogden Wabash wish to let you know that we were never told by Walter Le Clair, Ex-Bosun aboard this ship that he intended to use the ship's minutes as propaganda for his own personal gains. We resent this action since this meeting aboard ship was held to let the negotiating committee know we were interested in improving the pension and contract. None of us were asked or had given authorization to use our names in connection with the letter dated April 25, 1972 that Le Clair has been mailing.

s/ Thomas O'Connor, O-186

s/ M. J. Lohr, Jr., L-180

s/ Charles W. Marshall, M-271

s/ Frank Barone, B-1192

s/ John Shannon, S-167

s/ Floyd Mitchell, Jr., M-1022

s/ H. Cracknell, C-814

s/ E. D. Scroggins, S-859

Letter from SIU member Frank Corcoran dated May 29, 1972, received at SIU headquarters.

I have recently become aware of a letter being circulated by Walter Le Clair who was a former shipmate on the S/S Ogden Wabash.

This is to advise you Le Clair had no authority to use my name in connection with any vicious propaganda and half truth.

This meeting was held on the S/S Ogden Wabash in a democratic fashion and the intention of the crew was to pass this on to the negotiating committee.

I have been a member for 28 years, this is my first experience of this nature where a brother member has tried to pull such a lousy trick.

Paul, I want to let you know how I feel about this.

Best of Luck,
s/ Frank Corcoran, C-505

Letter from SIU crewmembers aboard the SS Fairland dated May 24, 1972, received at SIU headquarters.

We the crew of the S.S. Fairland wish to go on record at headquarters, denouncing the charges in a letter received aboard ship written by Walter W. LeClair, book # L-636.

We further wish to stress that we do not condone such statements that have no profound factor of the charges that this brother has made in this attached letter.

We feel that our S.I.U. negotiating committee will settle for no less and if not more than any other maritime union has got or will get in our next contract including our entire benefits.

We wish to have this letter put in our LOG at an early date.

Thanking you for your keen interest in all S.I.U. members, congratulations to the entire staff at headquarters.

Kindly read this letter to our members at your next regular meeting.

Fraternally yours,
s/ John D. Hunter, H-570
Ship's Chairman

(Signed by members of the crew)