



# SEAFARERS LOG

OFFICIAL ORGAN OF THE ATLANTIC AND GULF DISTRICT,  
SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA



VOL. V. 267

NEW YORK, N. Y., FRIDAY, AUGUST 20, 1943

No. 21

## Crew Gets \$7,000 Overtime; Our Working Rules Are Upheld

### WYCKOFF'S SABOTAGE BACKFIRES; SOUTH ATLANTIC LINE PAYS THROUGH THE NOSE

The South Atlantic Steamship Line must pay 18 SIU men 90 cents an hour overtime for over 7500 hours! This was the decision handed down this week by a U. S. Conciliation Service Referee, Bryce Holcombe, who had been appointed to settle the dispute between the union and the company over the breaking of watches on the S.S. Schoharie when she was waiting for a convoy, but was not in port. This was an extremely important victory for the union, not only because of the money involved and because it smashed the shipowner attempt to chisel our contract, but because it gave sharp answer to Mr. Hubert Wyckoff of the War Shipping Administration who sabotaged a security watch agreement negotiated between the SIU and the operators.

Last May the union negotiated security watch agreements with the Mississippi, Waterman and South Atlantic Lines—such agreements designed to meet war time conditions which required security watches for ship safety in port. In order to conform with the rules laid down in the Security Watch Agreement, the union agreed to amend certain working rules regulating breaking watches in all ports. This agreement, negotiated in collective bargaining between the union and the operators, was set aside in a high handed and bureaucratic manner by Mr. Wyckoff.

When Wyckoff pulled this fast one the Union said, "OK, if that is the way you want it we'll stop trying to reach any special agreements for war time and demand enforcement of our collective bargaining contracts as they stand."

Because Mr. Wyckoff was a smart guy, because he thought he was successfully chiseling the seamen, the South Atlantic Line must now shell out close to \$7,000 in overtime on one ship. And this is only the beginning!

There are any number of skip-pers, not only on the South Atlantic Line ships, who thought they had the Union over the barrel and they have been sticking the men with overtime work without paying for it. They are going to be called to line—and quick.

Wyckoff no doubt sold his superiors the idea that he was saving the government thousands of dollars by chiseling the seamen out of their security watch agreement. But the result has been just the reverse. The operating costs are going to be much higher now than they would have been had the security watch agreement been allowed to operate.

Mr. Wyckoff, the labor relations Director of the WSA is the shining example of a labor-hating small-time bureaucrat who counts no cost too great if it results in a blow at the Unions.

Well, this week he was instrumental in forcing the South Atlantic Steamship Company to pay through the nose in order to indulge his anti-union bias. And Hubert Wyckoff is also going to be responsible for many thousand dollars more that will be paid indirectly by the government because he sabotaged the security watch agreement.

Mr. Bryce P. Holcombe, Commissioner, U. S. Conciliation Service, was the referee in the dispute between the Union and the South Atlantic Line. His analysis and decision is so lucid and eminently fair and impartial that we herewith print it in its entirety (eliminating port names and dates).

#### PRELIMINARY STATEMENT

A dispute having arisen between the parties whose names appear in the above caption, the following agreement was entered into:

New York, N. Y.,  
July 9th, 1943.

Seafarers' International Union  
2 Stone Street  
New York, N. Y.

South Atlantic Steamship Line  
Savannah, Ga.  
Gentlemen:

In joint conference July 9th, 1943, at New York, N. Y., your undersigned representatives have mutually agreed that pursuant to Section 5 of the Labor Agreement which exists between the above named Company and Union, the Director of the U. S. Conciliation Service shall appoint a referee, whose decision shall be final and binding for the settlement of the Union's wage claim for twenty (20) or less of the Company's employees, who served aboard the SS "SCHOHARIE"—said twenty (20) seamen were paid their regular wages March 12th, 1943.

The parties herein named have agreed that they would separately submit to the U.S. Conciliation Service a written brief within the next few days. The Service shall render its decision based upon the Labor Agreement and the briefs submitted by the parties.

**Bryce A. Holcombe,**  
Commissioner of U. S.  
Conciliation Service.

(Holcombe's Report continues)

In accordance with the terms of said agreement, the Director, U. S. Conciliation Service, ap-

pointed Bryce A. Holcombe, to act as such arbitrator.

The Union states that the following ratings are involved in this proceeding: Able Seamen, Ordinary Seamen, Oilers, Water-tenders and Firemen.

#### THE ISSUE

Under date of January 9th, 1941, the Seafarers' International Union of North America, hereinafter referred to as the Union, and the South Atlantic Steamship Line, hereinafter referred to as the Company, entered into a sole bargaining agreement. This agreement is still in force.

Specifically, the claim of the Union is that the members of the crew of the SS SCHOHARIE with the ratings heretofore set forth are entitled to overtime payment for work performed outside of their regular watches when the aforesaid vessel was detained at . . . awaiting convoy.

It bases its claim upon the existing agreement, which has heretofore been referred to, while the Company contends that it has abided by all the conditions of said agreement that the claim of the Union is unwarranted and should be rejected.

It was agreed by the parties that the matter would be submitted upon brief.

#### STATEMENTS OF FACTS

The claim for overtime pay is asserted on behalf of eighteen (18) members of the crew of the SS SCHOHARIE; said voyage being from the . . . to . . . and . . . At . . . the vessel was detained awaiting convoy. At these places, where the vessel was anchored to await convoy, the Master broke watches and the crew were required to work eight (8) hours a day from 8 a.m. to 5 p.m.

#### CONTENTION OF THE UNION

The Union in support of its position states that when a ship is ready to leave port the watches are set; that when these watches are set they are, under the terms of the agreement not to be broken, that is, they are not to be set aside either to suit the convenience of the Master, until the vessel arrives "in port".

The Union points out that there are times when there may very well be a temptation to break watches; that such an instance may occur where the ship arrives near a port and for some reason drops anchor; that under such circumstances the crew might desire that watches be broken and the "in port" working rules put into effect in order that they might go ashore; that this might conflict with the Master's plans, and, of course, the men would have no right to have watches broken; that, conversely, in a similar situation, the Master might desire to break watches in order to get more work done. The Union contends, however, that the Master under the terms of the agreement would not be free to break watches. This, the Union alleges, is what the Master did in the instant case.

The Union asserts that the Master, sensing that the enforced anchorage might last for an indefinite period of time broke watches in order to get more work out of the men, working them between the hours of 8 a.m. and 5 p.m. instead of maintaining the watches as they had been set; that by keeping watches he could not have had the seamen, especially on watch 3 do certain types of work without the payment of

## Journal Of Commerce Gets A New Maritime Editor—Same Scab Line

The *Journal of Commerce* has a new maritime editor. Ordinarily this would be an event of little interest to the seamen, but on this occasion it is something to note.

One of the requisites for getting a job as maritime editor on the *Journal of Commerce* is the ability to write about unions in such a manner that they appear as a bunch of gangsters intent upon blackmailing the shipowner out of his hard earned, pitifully small profits, and in raping his wife and daughter when his back is turned.

The *Journal of Commerce* has had two types of maritime editors in the past. One type is of the blood-and-guts school of journalism and attacks the seamen and the unions with a forthrightness that would do justice to Pegler. The other type is the scholarly and objective

type which marshalls overwhelming evidence to prove that while union men may mean well, they aren't quite bright and for their own welfare the Shipowners must lead them around with a ring in their nose.

The new *Journal of Commerce* maritime editor, one Stanley Ferguson by name, appears to be of the latter school. This week he wrote a long editorial on the question of unemployment benefit for seamen. He assured his readers that the shipowners have always been in favor of such insurance for the men, and in the present Congressional hearings on the subject they are bucking such legislation only because the unions are demanding that the hiring hall be designated as the registration headquarters for the men — such a demand

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# SEAFARERS LOG

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Affiliated with the American Federation of Labor

**HARRY LUNDEBERG** - - - - - *President*  
110 Market Street, San Francisco, Calif.

**JOHN HAWK** - - - - - *Secy-Treas.*  
P. O. Box 25, Station P., New York City

**MATTHEW DUSHANE** - - - *Washington Rep.*  
424 5th Street, N. W., Washington, D. C.

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### PUBLICATION OFFICE:

ROOM 213, 2 STONE STREET  
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# REPORT ON WASHINGTON

BY MATTHEW DUSHANE

**LEGISLATION:** Continuation of the fight that was led by Andrew Furuseth for seamen's rights, and the action that was taken at the conventions of the American Federation of Labor.

1909

Re-endorsed bill abolishing involuntary servitude of American Seamen in foreign ports and prohibiting under and unskilled manning of American Vessels. Nine thousand sailors, marine firemen and cooks had been compelled to struggle against conditions sought to be imposed on them by the vessels' owners on the Great Lakes, who had declared for the so-called "OPEN SHOP" and almost immediately had opened employment agencies through which all seamen were employed after renunciation of membership in any union.

The ship owners in a large number of instances made it a condition of employment that the men already employed, or seeking employment, must make affidavit that they are not now, nor will they be, affiliated with any organization of labor while earning their bread as seamen. Still feeling that men might be willing to make such illegal affidavits in order to continue in employment at times when employment in other vocations was scarce and difficult to obtain, and that, after all, they needed some stronger and, in their opinion, more enduring means of absolute control over seamen, they sent special representatives to Great Britain with a view of investigating and, if suitable to their purpose, employing a system which had been used by the shipowners of that country.

These representatives returned and evidently reported that the English Shipping Federation Limited had been the means in that country of depriving the seamen of such hope and faith as, for a long time, was sufficient to prevent any efficient organization amongst them. At the same time reducing the wages to such figures that it has been found increasingly impossible to induce white men to ship, and as a result, 65,000 Chinese and Lascars are now employed on British vessels. The Lake Carriers Association determined to adopt this system and impose it upon all its maritime employees.

The main features of it are: A certificate of membership in the Shipping Federation, Limited, containing an agreement in writing to serve under any terms and conditions imposed by the shipowners; a registration of name, age, personal appearance, signature, if any visible personal peculiarities, such as birthmarks, scars or other still more effective means of identification; an industrial passport, the holder of which is to be thus identified, and a system of character marks, such as the master of a vessel may choose to give, and upon which future employment or non-employment is to depend. In fact, it was decidedly more vicious than even the English system in that the Lake book was

to be subject to revocation by any ships officer at any time for any reason or no reason, such revocation being an absolute black list and exile from the calling. Not even the shipowner had the power to return or replace it.

1910

Condemned attempt to amend New York pilotage law; Condemned "WELFARE PLAN" of the Steel Trust. Urged Congress to make the seamen a free man, give him the right to help himself and improve the safety of travel at sea. This petition describing the status of seamen was endorsed: To those who govern nations, to those who make laws, to humanitarians, democrats, Christians and friends of human freedom everywhere, do we, the seamen, the yet remaining bondmen, humbly, yet earnestly submit this, our petition that we may be made free men and that the blighting disgrace of bondage be removed from our labor, which once was considered honorable, which is yet needed in the world of commerce, and which has been held to be of great importance to nations with sea coasts to defend. Existing Maritime Law, except in the domestic trade of these U. S., makes of us the property of the vessel on which we sail. We cannot work as seamen without signing a contract which brings us under this law.

The contract is fixed by law or authorized by governments. We have nothing to do with its terms. We either sign it or we sign it not and remain landsman. When signing this contract we surrender our working power to the will of another man at all times while the contract runs. We may not leave the vessel, though she is in perfect safety. We may not without the master's permission go to a mother's sick bed or funeral, or attend to any other duties of a son, a brother, a christian or a citizen. If the owner thinks he has reason to fear that we desire to escape, he may, without judicial investigation, cause us to be imprisoned for safe keeping until he shall think it proper to take us out. If we have escaped, he may publish our personal appearance along with a reward for our apprehension and return. He may through contracts between nations cause the peace officers and police to aid him in recovering his property. The captain may change, the owner may change, we are sold with the vessel, and so long as the flag does not change there is nothing except serious illness or our masters pleasure that will release us from the vessel. The master, acting for the vessel, may release himself and the vessel by paying a few dollars, with no alternative.

He that owns another man's labor power owns his body, since the two cannot be separated. We stand in the relation to the vessel as a serf did to the estate, as the slave to the master. When serfdom was abolished in Western Europe, we were forgotten by the liberators and our status remain-

ed. When the slaves of the U.S. and Brazil were emancipated our status continued. When serfdom was abolished in Russia no change came to us. We now raise our manacled hands in humble supplication to restore to us our rights as brother men, to our labor that honor which belonged to it until your power, expressing itself through your law, set upon it the brand of bondage in the interest of cheap transportation by water.

We respectfully submit that this serfdom of the men in our calling is of comparatively modern origin. Earlier maritime law bound while in strange countries and climes the seamen to his shipmates and his ship, and the ship to him, on the principle of common hazard. In his own country he was free—the freest of men. We further humbly submit that, as the consciousness of the seamen's status penetrates through the population, it will be impossible to get free men to send their sons into bondage or to induce free men's sons to accept it, and we, in all candor, remind you that you, when you travel by water, expect us—the serfs—to exhibit in danger the highest qualities of free men, by giving our lives for your safety. At sea the law of common hazard remains; there must be discipline and self-sacrifice, but in any harbor where the vessel and you are safe, we beseech you, give to us that freedom which you claim for yourself and which you bestow upon others, to the end that we may be relieved of that bitterness of soul that is the heavy burden of him who knows and feels that his body is not his own.

1911

Urged passage of bill freeing seamen, and we hope and trust that the importance to the nation, to the traveling public and to seamen employed is now sufficiently well understood to stop further opposition and to pass a just and to-long delayed measure.

1912

Seamen's bill passed the House. It restores freedom to the seamen; it provides a standard of skill for seamanship. It is drafted with the design of equalizing the operating expenses of foreign vessels and American vessels. It will tend to build up the American Merchant Marine without subsidies or subterfuge. It will encourage the American to follow the sea as a profession. It will provide in a much greater measure improved conditions of life on board ship for seamen. Its safety provisions will, to a considerable extent, increase security of life and property at sea. Above all and of vastly most importance, it will abolish the last provisions in our statutory law for compulsory labor within the jurisdiction of the U. S. Seamen will no longer be deprived of their individual liberty, or be compelled to suffer hardships and wrongs beyond what are naturally inherent in their dangerous, hazardous calling.

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## Dushane On WLB Maritime Panel

Matthew Dushane, Washington Representative of the SIU-SUP, has been appointed official AFL member of the newly created maritime panel of the National War Labor Board. The Panel has been created to study and make recommendations to the WLB on disputed cases and voluntary wage adjustment cases involving all personnel employed on all ships.

Chairman of the Panel is Prof. E. M. Morgan, acting dean of Harvard Law School, and Burton Oppenheim, deputy executive director of the WLB will serve as vice chairman.

Bjorne Halling, Washington Representative of the NMU will serve as the CIO member on the panel.

J. B. Bryan, president, Pacific American Shipowners Association; San Francisco, Calif.; and Edward J. Barber, president of the Barber Steamship Lines, New York City, will be the industry representative on the panel.

The panel, which started sessions at its headquarters at the WLB on Monday, will make findings and recommendations to be filed with the NWLB which will make final determination of all cases. Applications for voluntary wage and salary adjustments will be referred directly to the panel by the regional War Labor Boards.

The board's order creating the commission stated that the panel may sit as a three-man tri-partite panel, provided its tri-partite character is retained.

The following alternates were also announced by the WLB today: Industry: Chester W. Willetts, Great Lakes Towing Co., Cleveland; Captain O. Slack Barrett, Barrett Lines, Cincinnati;

## Biggs Organizes Florida Fishermen

ST. PETERSBURG, Fla.—For the first time in history, Florida fishermen are organized under the aegis of the American Federation of Labor and are assured a living wage for the present.

There are more than 450 commercial fishermen in the new local, which is a branch of the Seafarers International Union of North America. The organization work was done by Matt Biggs of New Orleans, international representative of the SIU.

The fishermen recently tied up their boats and refused to leave the docks until the price of grouper had been raised. The wholesale price had dropped from 8 to 6 cents a pound.

So, finding individual action as useless as individual action always is, the fishermen harkened to the words of Biggs. Now most of the boats are on the job and the price of grouper has returned to 8 cents. Like an oldtime Sunday school book, this story has a —MORAL: ORGANIZE!

Edward J. Neary, United Fruit Co., New York City; Willard A. Kiggins, A. H. Bull Steamship Co., New York City; T. N. Cook, Ocean Steamship Co., New York City; Philip Iglehart, Grace Lines, New York City; William G. Mullins, American Merchant Marine Institute, New York City, and Baired Tewksbury, Midland Steamship Co., Cleveland.

Labor: Frederick M. Myers, National Maritime Union (CIO); Harry Martin, Masters, Mates, and Pilots (AFL); J. H. Blake, Marine Engineers' Beneficial Association (CIO); Harry Morgan, American Communications Association (CIO); John Evans, Inland Boatman's Union of the Pacific (CIO); John R. Owens, International Longshoremen's Association (AFL), and Andrew McDonald, Radio Officers' Union.

## WHAT'S DOING

## Around the Ports

## BALTIMORE

We note in local publications that some Congressmen and Senators are going to introduce a bill calling for the death penalty for any one responsible for delivering defective material to our armed forces. We, of course, are wholeheartedly in accord with this, but if such a bill becomes the law of the land the first ones to be prosecuted under it should be the RMO. If ever defective material existed, we would like to know what is more so than those so-called trained men this outfit sends aboard ships. After spending somewhere in the neighborhood of \$2,000 to teach these boys how to dance, and sing old Glory, they are eventually given berths on ships with the instructions that if they don't know what the score is, the oldtimers will teach them. Of course the oldtimers have no alternative, for as a measure of protection for them and the ship, they find themselves obliged to do so. So these boys' real training period becomes effective when they actually join a vessel. Ask some of them where they learned seamanship and invariably they answer ABOARD THE SHIP THEY SAILED ON. Hence we call this ruthless spending of taxpayers' money an out-and-out act of sabotage, which, of course, nothing shall be done about.

Another important gathering at Washington by the biggies of the WSA agreed with our contention that the Liberty ship was a very obsolete type of carrier, and that it would be impractical to use in post war competition. Also for other reasons, it was a damnable contraption at best, but decided for expediency's sake to keep on building them anyhow. Well, just so long as these fannie sitters don't have to sail them and live on them. We will have to take the consequence—so be it.

Captain O'Sullivan of the crews' quarters committee gave me his solemn promise he would send me a communication which would certify the ships Hospital for the crews use until such a time as the so-called plan 10 was put into effect on ships sailing from this area. However, I have not as yet received same. If he doesn't do something about relieving the congested situation on those Liberty ships he will be obliged to allot more space for the Hospital, as that is where most of the crew may wind up.

Shipping for the time being has approached normal, and we haven't shipped any from RMO, but hang onto your life belts anyhow.

JOSEPH FLANAGAN,  
Agent

## PHILADELPHIA

Well, here we go again, doing business at the same old place as usual. We have had two ships in here in the last ten days, one was a Robin Line ship and the other a Waterman. They both signed on a crew from the RMO and sailed with the WSA rider No. 64 attached to the articles. It seems

pretty much of a shame to see a crew sail a ship when the original crew got off in protest because of something that was detrimental to them. However, the men that sailed these two ships were informed by the members on the beach just what the score was, but the ship still sailed. A couple of our members out of the two crews that got off were not in sympathy. One in particular wanted to throw in his book as he stated that there was a war going on and he was pretty well fed up with this kind of Malarky. Well, when you consider the length of time that this man is in the Union, and the lack of knowledge as to the principles of Unionism, well, maybe you can overlook his feelings, but my answer to this is, that if the men on the beach will miss a few drinks on Monday night and attend a meeting, possibly they will be in a better position to understand that the majority and their opinions are always superior to the opinion of one individual and that the majority must always rule.

The writer is given to understand that the old shark chaser Casey Jones is now gracing the deck of one of the Palatial Bull liners in the capacity of Chief Steward. However, we do hope that his experiences on the Carnabulle of the Cuban Distillery will not be repeated at this time as we have very reliable information that Casey blinded 2 sharks that were after him. (We wonder where he got the mud to kick in their faces).

This RMO business is getting rather serious these days. I called them 12 times for AB's and finally at the end of two weeks I had to circle the skid road and get enough AB's to sail the ship myself. Of course, they sent me some men, but they only worked long enough to get the price of a bottle. It is reported here that they are recruiting rated men in New York and giving them standby pay and when they have a ship in a port that they are going to put the WSA rider No. 64 on and ship these rated men to

these ports and have them standing by to take over when the union crew refuse to sign on. Well, I guess that I have bent your ears long enough, but in parting let me ask you this, when you are on the beach come to the halls on Monday night and by doing this we will be able to have meetings, and at the meetings you will be able to find out just what the score is on matters pertaining to you and your union.

HARRY COLLINS, Agent

## GALVESTON

Well, the sweater boys of the NMU have arrived in town. The other day they were around passing out the convention Pilot and there sure was a bunch of paper to pick up from the streets. They have been trying to get a foothold in the city of Galveston ever since 1937, but to date no dice. And the gazoonies in their sweaters did not make an impression on the natives what-so-ever. The people of this town are wise to the fakers. The town is getting back into shape again after the hurricane, and we are still doing business at the same old hall.

Have a new ship out in a few days for Waterman. Some time ago we had in this port what was called the Ladies Merchant Marine Aux. They collected some money and would go out to the Marine Hospital and give some of the boys a pack of smokes, then the NMU and the USS came into the picture. They promised one woman the big job of running the USS. She fell, hook, line and sinker, nothing was too good for the boys. She was finally pushed aside, and out of the picture of being the big shot of the USS at a big salary of which she was promised, the Aux. broke up. They had some dough in the bank, some of the good ladies were in favor of turning the dough over to the NMU but to date, as far as I can learn, there were some ladies who knew all about the NMU and the money is still in the bank.

It is rumored around that

## Washington Report

(Continued from Page 2)

1913

After many years of persistent endeavor we secured the passage of the seamen's bill by Congress, March 2, 1913—but were astounded to learn the President in the closing hours of that body had permitted the bill to die by applying what is known as the "POCKET VETO" on the plea that it would interfere with "TREATY RIGHTS." The bill was again passed by the Senate and it is our firm conviction the

Dushare, Agent of the NMU, will get the Secretary's job in the USS when it opens. That is if it does. We are waiting any day now for them to start a drive for old and discarded clothes for the destitute seamen. With the money we are making today, we sure need old and discarded clothes. I hear that the Komrades believe in free love, I wonder if that is the inducement that Curran is using to get the Admiral to put haybags on the ships, in lieu of good working conditions. And the boys would be all taken up with their love affairs, they would not mind the check-off system, that is being pushed down their necks.

It is almost cotton picking time here in the valleys and plains of Texas. I understand that Harry-the-Bridge organized the sheep shearers of Calif. (How about you Joe, getting the cotton pickers organized into the fold of Mustache Joe?)

Well, time is wasting, as in every paper that I pick up, "Hey Rube, give up your horse, the merchant marine needs seamen, why follow the plow all day, when you can get some of this gravy, that some of the newspaper columnist brag about." We in the SIU are doing fine, mighty fine, although we do not have any fellow travelers in Washington or any members in the right-hand pocket of the C.P. We fight for what we get, if you don't think so—compare wages, working conditions, yes, overtime where there is no security watches. We got 'em Joe, and we did not get them under false colors or deceive the men in the SIU.

E. R. WALLACE, Agent

House will pass it without amendment at an early date. Immediate passage by the House and its approval by the President urged.

1914

Insisted on passage of the seamen's bill, and urged the immediate writing of letters to members of Congress by citizens of their respective home districts. Urged Congress to so change our registration laws that any vessel rated in the highest class of any responsible classification society may be registered as an American vessel to sail in any trade, provided that she be compelled to carry citizens of the U. S. as licensed officers. Absence of any standard of efficiency in the men employed is the direct cause of such man slaughter at sea as occurred in the wrecks of the TITANIC, VOLTURNO, MONROE, EMPRESS OF IRELAND and many others. We therefore call on Congress to pass the seamen's bill and for its immediate signing by the President. The shipowners had opposed the bill ostensibly on the ground that it would be necessary to change sixteen treaties if it became law.

## Increased Medical Aid Abroad Ships

Ships sailing under the control of the War Shipping Administration which do not have ship's doctors aboard henceforth will be stocked with a revised minimum standard supply of drugs and medical supplies prescribed by the U. S. Public Health Service.

The revised edition of "Ship's Medicine Chest and First Aid at Sea," published by the Health Service, lists 99 standard articles and how to use them. The list includes a wide variety of recognized medical supplies. Forty-six of the prescribed items, such as phenobarbital, sulfanilamide and sulfathiazole, are listed as "drugs", while the remainder, such as adhesive plaster, ice bags, hemostats and tongue depressors, are under the "surgical and general supplies" category.

Although WSA operated ships almost always travel in convoy, which always affords doctors, the Administration is now in the midst of a training program which will eventually provide pharmacist's mates aboard all merchant ships. In addition, all officers are required to pass an extensive first aid course.

In its order to General Agents, the WSA stated that the items it listed as standard were considered minimum for the protection of the crew. Agents will be permitted to add additional items which they consider advisable.

## MONEY DUE

McLAUGHLIN: You have 8 hours overtime coming from the Robin Line.

Any members of crews of following vessels at time of attack, should collect \$125 attack bonus from companies: Benjamin Latrobe, Robin Gray, Panama City, Richard Henry Lee, John Davenport, Pan Gulf, Kofresi, John Sevens, Francis Marion.

## Journal Of Commerce Gets A New Maritime Editor—Same Scab Line

(Continued from Page 1)

being a request for "special favors". This is being resisted by the shipowners who "neither asked special favors nor opposed a sound and equitable plan."

He then attacks SIU Washington Representative Matthew Dushane for betraying labor by threatening to reject unemployment compensation if this "special favor" was not included in the plan.

All of Mr. Ferguson's high class journalism deceives no one, least of all the seamen. We know that the shipowners have always opposed unemployment insurance for the men because it means a few pennies out of their swollen pockets. We know that any fair compensation will only be passed literally over their fat protesting bodies.

And as for Dushane betraying the interests of the men—Dushane said at the House Committee hearings that the seamen wanted nothing

(that's right, **nothing**) that would jeopardize their hiring halls. The hiring halls are the very foundation of union security in maritime, and if they are to be undermined as the price of unemployment insurance — then we don't want that insurance!

For reasons of efficiency and job security the union halls should be designated the registration point for men applying for compensation. This is not asking "special favors," it is the minimum requirements of men determined to maintain their gains and security.

The seamen deserve unemployment compensation — being one of the few groups of workers in this country not now covered by such insurance. But in obtaining it, they don't intend to jeopardize the hiring hall they fought so long to obtain.

Mr. Ferguson's concern for the rights of the seamen is touching, but transparent.

# Crew Gets \$7,000 Overtime

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overtime, inasmuch as the agreement provides that watches cannot be required to do certain types of work, such as maintenance work, etc., except between the hours of 8 a.m. and 5 p.m.

The Union asserts that to establish a principle which would permit the Master to deny overtime for work which members of the crew performed outside of the hours which fell within their watch, would be to destroy the existing agreement, the ultimate effect of which would be that the seamen would feel that they need not be bound by the terms of the agreement since the Master felt and acted as though not bound by its terms; that under such circumstances the seamen would take the position that they were at liberty to break watches any time they desired and the whole stability of the Maritime industry would be set at naught.

The Union further insists that when new situations arise which may call for different treatment, such new situations can be met only by mutual consent of the parties—the Company and the Union, and until changed by mutual consent, the existing agreement must be lived up to.

Referring specifically to the agreement the Union in its brief points out that Able Seamen and Ordinary Seamen are governed by Article No. 3, which is entitled "Deck Department" "Base Rate" and "Working Rules Deck Department" and that Oilers, Watertenders and Firemen are governed by Article No. 4, entitled "Engine Department Wages."

It refers to various provisions of the agreement which it contends supports its claim. Its first reference is to Article No. 2, General Rules, Section 12, page 3, which defines "Port Time." This Section reads as follows:

**"Port Time.** The words 'in port' shall mean the time a vessel is at its dock and properly secured, or from the time the anchor was dropped in any safe port, during the trip for the purpose of loading or unloading cargo or awaiting a berth; until the raising of anchor, or casting lines off dock."

It is the Union's contention that this general rule is to be read in conjunction with the specific rules for the two departments. These sections of the agreement are as follows:

**"Art. No. 3. Section 19. Breaking Watches and Work in Port.**

"(a) In all ports watches shall be broken alongside the docks immediately after ship is secured, except in those ports where stay of vessel will not exceed 24 hours, there watches may run consecutively. Any work performed on watch below will be overtime. Any part of a watch between midnight and 8 a.m. shall constitute a complete watch.

"(b) In port the hours of labor shall be between the hours of 8 a.m. and 5 p.m. All work performed after 5 p.m. and before 8 a.m. shall be overtime.

**"Art. 4. Section 1. Setting Watches.**

"On day of arrival, watches shall be broken when the ves-

sel is secured at the cargo berth. This is to mean when the finished with the engines bell is rung."

**"Art. 4. Section 3. Breaking Watches.** In all ports when vessel is alongside of a dock watches shall be broken if the schedule stay of vessel will exceed twenty-four (24) hours. When scheduled stay of vessel will be less than twenty-four (24) hours, watches shall be maintained.

"When a ship is anchored or tied up to a buoy for the purpose of loading or unloading cargo, watches shall be set and broken the same as if the ship is alongside a dock."

The Union contends that the above provisions conclusively require that a ship in order to come within the designation "in port" must enter the port with the definite purpose of loading or unloading cargo, or in lying alongside the dock; that at none of the ports involved in this dispute was the ship alongside dock, nor in fact was there any loading or unloading of cargo which is the conclusive test as to the purpose in entering port; that it is clear that the ports in this case were simply temporary and/or convenient places of refuge which were controlled by the expediency of the situation; that the mere fact that the stay in some cases was protracted to as much as two months or over only further emphasizes the fact that the ports were not entered for the purpose of loading or unloading cargo.

The Union insists that the foregoing provisions of the agreement preclude any contention on the part of the Company that the ship was "in port", and that such provisions also describe the terms which control after the ship is "in port".

The Union further contends that the terms which control from the time the ship originally sails until its final destination is reached or until it comes "in port" within the meaning of the defin-



CHARLES RUSH  
J. V. NOVITSHI  
P. E. GUSSEL  
E. BARCUMBE  
S. M. BROMBEG  
J. BRUNNELL  
D. BALLOCH  
ARTHUR L. MANNING  
JOHN R. SHEFFIELD  
ROBERT B. PEROICH  
AXEL J. PEDERSON  
JAMES A. MASTIN  
NICHOLAS DIESSO  
TOLLIVER H. WILLIAMS  
FRANKLIN A. HOOKER  
STANLEY J. COOPERSMITH  
NOAH J. NIMS  
ROBERT L. INDVIK  
WILLIAM G. TANNER  
ROBERT L. HARDMAN  
HENRY J. WITT  
ALFRED A. AMBOZAK  
WILLIAM J. HARPE  
ALVIN J. CHAPPELLO  
JOHN GRECU  
GENE H. WISNER  
HOMER L. NANCE  
PHILLIP TUMILTY

ition set forth in the agreement are to be found in Section 20, Article No. 3 of the agreement, which reads as follows:

**"Setting Watches.** Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon watches shall be set when all lines are on board and vessel is all clear of dock.

"(a) When the watch below is called out to work they shall be paid overtime for work performed during their watch below."

From all of which the Union insists that since on the occasions for which overtime pay is claimed, the vessel was not "in port" within the meaning of that term as defined in the agreement, watches should not have been broken, and the members of the crew are entitled to overtime for all time they were required to be on duty outside of their regular watches.

## CONTENTIONS OF THE COMPANY

The Company admits that at all places where the vessel was anchored to await convoys the Master broke watches, and the crew worked eight (8) hours a day from 8 a.m. to 5 p.m.

The Company asserts that while the vessel was not "in port" as defined in Section 12, Article No. 3, of the agreement between the Company and the Union, nevertheless its position is fully covered under Section 3, Article 2 of the agreement, the pertinent part of which is as follows:

**"Article No. 2. Section 3.** Members of all departments shall perform the necessary and customary duties of that department. Each member of all departments shall perform only the recognized and customary duties of his particular rating. The hours of labor for all members of the ship's crew not on watch as required by law, or their ratings, shall be from 8 a.m. to 5 p.m.; any work outside of these hours and on Saturday afternoons, Sundays and Holidays shall be paid for at the regular rate. \*\*\*"

The Company further asserts that in compliance with Section 3 of Article 2, overtime at regular rates was paid to all seamen for all work on Saturday afternoons, Sundays and Holidays and all time in excess of 8 hours per day.

The Company states that the voyage ended and the crew was paid off before a U. S. Shipping Commission on ..... at which time no complaints was registered; that subsequently the Union claimed that watches should not have been broken as the vessel was not "in port" as defined by Section 12 of Article No. 2 of the agreement; that later on representatives of the respective parties met and negotiated a Security Watch Agreement; that at this meeting the Company agreed to pay 975 hours overtime to the Deck Department for the time the vessel was anchored at ....., inasmuch as it was established that the Master had restricted one-half of the deck crew to the vessel for security purposes each night, and in fulfillment thereof the Com-

pany has already paid all available seamen entitled to this overtime, and that in cases where the men were required to work before 8 a.m. they were compensated at the overtime rate, and that they also received overtime pay for painting accommodations, etc.

The Company further states that the Security Watch Agreement was submitted to the War Shipping Administration, but was not approved; that subsequently the Union contended that inasmuch as its agreement on the overtime claim was a concession for having negotiated the Security Watch Agreement, such agreement on the overtime pay claim was no longer binding.

The Company asserts that the existing agreement with the Union is a peace time arrangement and that the circumstances of this case were brought about by war time conditions, inasmuch as a vessel would not lie at anchor in the various ports for any lengthy period of time in commercial trade.

The Company further contends that the vessel was neither "in port" nor at sea and that the existing agreement fails to define working conditions under such a situation, and that, therefore, the general working rules should apply.

The Company further makes reference to the fact that by breaking watches the Master benefitted the crew to the extent that they worked only forty-four hours per week, instead of fifty-six (56) hours.

## DECISION

In reaching his decision in this matter the undersigned referee has given careful study to the briefs of the parties outlining their respective views with reference to the proper interpretation of the contracts in the light of the facts presented.

On its face the agreement is clear and precise in its terms. It states as emphatically as the English language can make it when watches "shall be set", when watches "shall be broken", and defines what the words "in port" shall mean.

The only time the Master is permitted, under the agreement, to break watches is when the vessel is "in port", that is "at its dock and properly secured", or anchored "in any safe port" \*\*\* for the purpose of loading or discharging cargo or awaiting berth, until the raising of anchor, or casting lines off dock."

On none of the occasions when the Master broke watches and placed the men on port time, for which the Union is claiming overtime, was the vessel "at its dock and properly secured, or \*\*\* in any safe port, \*\*\* for the purpose of loading or unloading cargo or awaiting berth \*\*\*"

The Company argues that the men benefitted by the breaking of watches to the extent that their hours of work were reduced from 56 hours per week to 44 hours per week. It is not asserted that the breaking of watches was for the exclusive benefit of the crew so that it must be assumed that whatever benefit accrued to them must have been

incidental to the real purpose. Indeed, the Union asserts that the breaking of watches was for the purpose of getting "more work out of the men."

The Company also stresses the fact that the agreement was a peace time arrangement, and that the circumstances of this case were brought about by war time conditions. In the opinion of this referee this of itself does not authorize or warrant the Company in failing to live up to the terms of the agreement. The agreement was reached as a result of negotiations between the Company and the Union, and any change in its terms can be made only by mutual agreement of the parties.

In its opinion in the case of the Tennessee Coal, Iron and R. R. Co. and the CIO Mine, Mill & Smelter Workers Union, the National War Labor Board had the following to say:

"It cannot be too strongly emphasized that by insisting upon the sanctity of contract in labor relations the Board is acting as the best friend of both labor and industry. Unless parties to collective-bargaining can depend mutually upon the terms of their written agreements, there is little value in the collective-bargaining process. Labor relations which will redound to the benefit of employer, employee and the country can best be promoted by living up to contract obligations. A contract which may be breached at will rests upon a foundation of shifting sands."

The undersigned referee is of the opinion and so decides that when the SS SCHOHARIE was at anchor awaiting convoy at the various places heretofore mentioned, she was not "in port" as defined in the agreement; that the Master was not authorized or empowered to break watches and that those members of the Deck Department and the Engine Department represented by the Union are entitled to be paid overtime rates for the work which they performed which was outside of the hours which ordinarily fell within their respective watches.

BRYCE C. HOLCOMBE,  
Referee

Done at New Orleans, La.  
this 14th day of August, 1943.

## Personals

JAMES TIPPETTS

Your wife is very worried and wants to see you. She is sorry for what happened. Flanagan says it is OK.

## Honor Roll

|                        |         |
|------------------------|---------|
| PHILADELPHIA .....     | \$21.25 |
| S. S. GRACE ABBOTT ... | 12.00   |
| A. B. BLALOCK .....    | 12.00   |
| B. L. ROGERS .....     | 6.00    |
| M. L. RILEY .....      | 6.00    |
| J. FLANNERY .....      | 5.00    |
| MICKEY QUINN .....     | 5.00    |
| S. S. SAMUEL GRIFFIN.. | 5.00    |
| J. PIRES .....         | 4.00    |
| H. WESTFALL .....      | 3.00    |
| V. SMITH .....         | 2.00    |

TOTAL .....