



New 50-50 Rule Boosts US Shipping

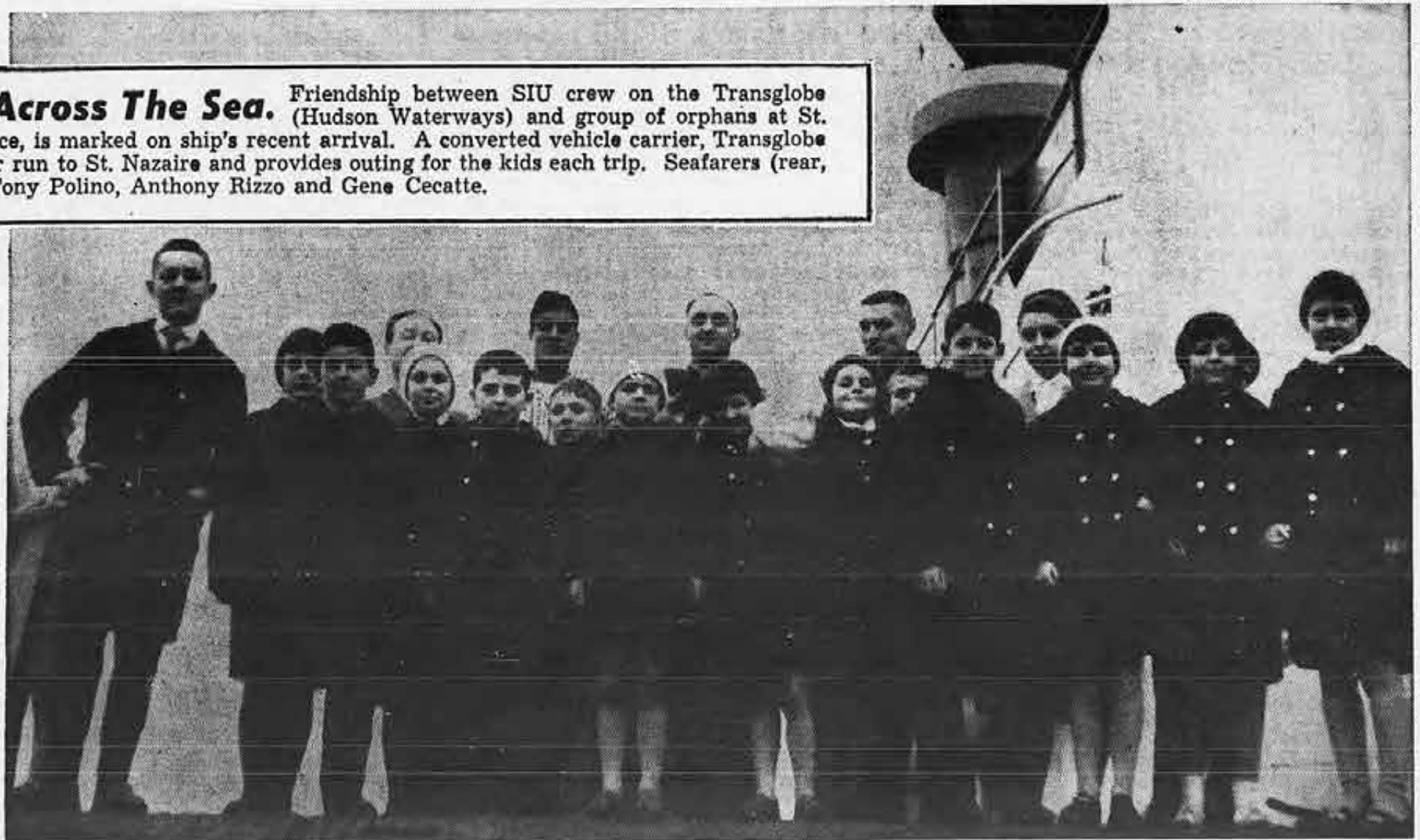
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MTD OKs Ship Program, Backs Canadian Beef

Story On Page 2

SEE SUPPLEMENT
IN THIS ISSUE

Hands Across The Sea. Friendship between SIU crew on the Transglobe (Hudson Waterways) and group of orphans at St. Nazaire, France, is marked on ship's recent arrival. A converted vehicle carrier, Transglobe makes regular run to St. Nazaire and provides outing for the kids each trip. Seafarers (rear, l-r) include Tony Polino, Anthony Rizzo and Gene Cecatte.



SHIPPING RULES

SEAFARERS INTERNATIONAL UNION
Atlantic, Gulf, Lakes & Inland Waters District, AFL-CIO
AND CONTRACTED EMPLOYERS

Complete Text Reprinted In Centerfold

MTD Urges Gov't To Aid Shipbuilding

WASHINGTON—The AFL-CIO Maritime Trades Department has urged Congress to provide "vastly increased" appropriations for ship construction, conversion and repair as a means of reviving the nation's maritime industry.

At a two-day meeting here the executive board of the 29-union department called attention to the "constant decline" of the US shipping fleet

which, if unchecked, "portends liquidation" of the shipbuilding industry.

The MTD board also took a number of actions in connection with the dispute between the SIU

of Canada and the Upper Lakes Shipping Company. (See separate story below.) It adopted resolutions condemning the Canadian Brotherhood of Railway, Transport & General Workers for its leading role to exempt Canadian affiliates of the AFL-CIO from the Federation's Internal Disputes Plan and for a proposal to abolish international unionism in Canada.

A separate action branded the recent Canadian Industrial Inquiry Commission as a "union-busting program" and deplored the support given the investigation by officers of the Canadian Labour Congress.

Suggests Program

The US industry's condition, the MTD board said, constitutes a national peril. In order to relieve unemployment among shipyard workers and to strengthen US shipping, the department called for:

- A ship construction program that would assure 80 new naval and 60 merchant ships a year;
- Opportunity for "all qualified US shipyards" to acquire a "just share" of shipbuilding awards;
- Allocation of adequate contracts to insure continued operation of shipyard facilities;
- Encouragement of private (Continued on page 10)

Bull Line Plan Stalls

NEW YORK—Manuel E. Kulkundis last week expressed hope for the eventual reorganization of his bankrupt US-flag shipping operations in the face of a trustee's report to a Federal Court judge that the \$1.5 million loan he recently obtained from a Greek bank is not enough to reactivate the remainder of his fleet.

In July, the trustees had suggested that \$1.5 million in fresh money would be enough to get the remaining vessels back in service. They reported on September 9 that new developments had made an additional \$500,000 or more necessary.

Creditors' claims against the Kulkundis shipping operation originally had been estimated to exceed \$5 million, including claims by the SIU and other shipboard unions and claims by SIU crewmembers with liens against individual ships for wages due.

Meanwhile, SIU attorneys last week filed a formal petition with the US Supreme Court for a review of Federal court decisions involving proceeds from the sale of the former Bull Line freighter Emilia.

The established right of vessel crewmembers and their families to secure unpaid wages when a ship under seizure is sold at a marshal's sale would be seriously affected if the rulings are upheld. The decisions, by causing the sale proceeds to be used up for cargo discharging expenses and other costs, would upset the order in which payments are normally made—at the expense of seamen's wage claims.

An Unusual Chain Of Events

At last, with the Norris investigation currently in progress, the Canadian government, after vigorous pressure from the legitimate Canadian labor movement, is moving toward action against the "monster."
THE GREAT LAKES SAILOR — August 31, 1962

"... Q At that meeting, I understand there was an announcement of a financial contribution by William Mahoney of the Canadian-U.S.W.A. to the Canadian Maritime Union in the amount of \$10,000?"

A Yes.

Q I take it that that is not his fund personally, not a personal fund?"

A No, I am certain it was not..."

Transcript, NORRIS COMMISSION HEARINGS, page 2066, line 27 - page 2068, line 4

By FRANK DREA
Telegram Staff Reporter
Seaway waterfronts are on the brink of bloodshed and violence today as Canadian labor mobilized for a struggle to the death against Hal Chamberlain Banks — with or without the help of the Norris report.

THE TELEGRAM, Toronto, Wed., July 17, 1963

Toronto Newsmen Joins USWA Staff

Toronto, Ont.—Frank Drea, nationally known labor reporter and columnist for the Toronto Telegram, has joined the Canadian public relations staff of the Steelworkers as assistant to Dir. Murray Cotterill.

AFL-CIO NEWS, WASHINGTON, SEPTEMBER 7, 1963

One of the many unusual events in the dispute between the SIU of Canada and Upper Lakes Shipping is the sequence above that ends with the naming of Toronto newsmen Frank Drea to the Canadian public relations staff of the United Steel Workers. USW publications such as the "Great Lakes Sailor" have been active in fighting the SIU, and an official of the same union admitted under oath during the Norris hearings that the organization has contributed heavily to the anti-SIU campaign. At the same time, Drea, formerly employed by a daily newspaper, the "Toronto Telegram," has been writing numerous stories critical of the SIU. Two weeks ago, as the "AFL-CIO News" reported, Drea joined the USW staff.

Canada SIU Raps Hearing Report's Anti-Union Bias

MONTREAL—The Seafarers International Union of Canada has just released a detailed study of the one-man Norris Commission report on the Upper Lakes shipping dispute. The 108-page SIU document analyzes all aspects of the Commission hearing and its recommendations, and finds that Commissioner Norris repeatedly violated basic concepts of justice and had prejudged the issues.

(The full text of the SIU document is carried in a special 24-page supplement in this issue of the LOG.)

The Commissioner, the report points out, "omitted substantive matters, particularly when not in

accord with the Commissioner's preconceived notions; double standards have been applied; basic established rules of law have been wantonly violated; injudicious conduct was openly engaged in by the Commissioner; rules of the hearing were changed at the Commissioner's whim and objectivity was fla-

grantly disregarded."

The SIU study documents the Commissioner's conduct of the hearings to reveal "that the Commissioner was not, from the moment of his appointment, concerned with a dispassionate and objective evaluation of the subjects he was named to investi- (Continued on page 6)

Baltimore City Officials Visit MTD Port Council



Meeting of the Baltimore Port Council of the Maritime Trades Department on September 10 featured a visit by Mayor Theodore McKeldin and Baltimore County Executive Spiro T. Agnew with MTD union officials and AFL-CIO representatives. Among those present (seated, center, l-r) were Sec.-Treas. William Schefell of the Maryland State & District of Columbia AFL-CIO; William Kirchoff, council president; Agnew; Mayor McKeldin (standing); Warren Leader of SIU, council exec. sec-treas.; Charles Della, president, Maryland AFL-CIO, and Joseph Townsley, council vice-pres. The Baltimore council has 28 local union affiliates representing about 30,500 workers. The meeting was at the SIU hall.

AFL-CIO To Meet Nov. 14

WASHINGTON—The fifth constitutional convention of the AFL-CIO has been scheduled to open November 14 in New York City at the Americana Hotel.

The convention comes at a time "of paramount importance to workers and to America," according to the official convention call issued by President George Meany and Secretary-Treasurer William F. Schnitzler on behalf of the Executive Council.

The stated theme of the convention will be "to meet the challenges of creating a full employment economy, assuring equal opportunity for all and intensifying the worldwide struggle for freedom."

"First among these tasks is full employment," the convention call continues. "The apparent prosperity of most Americans cannot, should not and must not conceal the distress of the others—amounting to nearly 6 percent of the work force—who, month in and month out for almost six years, have been jobless. Little better is the plight of additional millions who can find only part-time work, and still others whose earnings are below the level of bare subsistence."

Notes Job Decline

Noting the accelerating growth of the labor force and the constant shrinkage of job opportunities due to automation and other technological changes, the Executive Council's statement calls for "government leadership and government action—bold, imaginative and far-ranging," to avert a job crisis.

The first and founding AFL-CIO convention was held in New York City in December of 1955. Biennial sessions since then have met in Atlantic City, San Francisco and Miami Beach.

Also in November the AFL-CIO International Labor Press Association will hold its annual convention in New York, featured by the presentation of ILPA's 1963 journalistic awards to a number of union publications. The ILPA awards are to be announced November 12 in ceremonies at the Park-Sheraton Hotel.

The SEAFARERS LOG has received notification from the ILPA that it has been named as one of the award winners in the 1963 competition. Last year, the LOG gained two citations at the ILPA's Cleveland convention in competition among newspapers of various AFL-CIO national and international unions.

The 1962 awards were citations for general editorial excellence and for an original editorial cartoon by Bernard Seaman, LOG art editor, in judging by professional newsmen. The LOG has received a total of 30 awards since it entered the labor press competition in 1947.

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With AFL-CIO Rep. Irving de Shetler looking on (left), new SIUNA charter for the Western States Transportation Services and Allied Workers was presented in Bakersfield, Calif., to Park Orrison (center), representing TSAW group in the Western area. Wilmington SIU Port Agent George McCartney joined in the installation ceremonies on September 7.

SIUNA Taxi Union Scores New Gains

DETROIT—Greater expansion of the SIUNA Transportation Services and Allied Workers here and in other cities is expected, now that some 200 unaffiliated taxi workers have voted for the City Cab Drivers Association as their new bargaining unit.

Meanwhile, in Bakersfield, Calif., a separate SIUNA charter was issued September 7 for the new Western States TSAW (photo above). The Western States affiliate is launching an organizing campaign among taxi workers over a wide area.

The drivers here voted 100 to 59 for the City Cab Drivers unit in a National Labor Relations Board election on August 14. The victory followed a year-long fight which paralleled SIU-TSAW activities in the Checker Cab fleet.

Shipping Rules

In line with the policy of reprinting important Union documents every six months, the centerspread in this issue of the SEAFARERS LOG carries the full text of the shipping rules under the agreement between the SIU and its contracted operators. The reprint reflects all actions of the Seafarers Appeals Board through September 1, 1963. Copies of the actions taken by the SAB which amend the shipping rules are also posted and available in all SIU halls.

Federal court action finally allowed the drivers for the City Cab Company to proceed with the NLRB-ordered balloting.

A vote in the Checker fleet is still stalled by a Federal court injunction.

Fred Ford, leader of the City Cab group, announced after the vote victory that steps are being taken to bring the association into the TSAW.

The only sour note in the organizing campaign came from Teamsters Local 902, which circulated leaflets shortly before the balloting to urge a "no union" vote. The Hoffa union did not appear on the ballot nor had it ever represented the City Cab drivers.

In separate action earlier, Local 1 of the TSAW in St. Louis ratified a new two-year contract with the Mound City Yellow Cab Company that establishes improved working conditions and provides several benefits the drivers never had before.

Local 1 was the second group to affiliate with the TSAW last year after the SIUNA established a new transportation workers organization in January, 1962, covering some 6,000 Chicago drivers and garage workers who had previously quit the Teamsters.

Gov't Policy Shift Gives US Shipping, 50-50 Vital Boost

WASHINGTON—Upholding long-standing SIU and industry protests that the Cargo Preference Act and other US shipping legislation was being bypassed at the expense of the American-flag fleet, top Government officials in the persons of Vice-President Lyndon B. Johnson and Attorney General Robert Kennedy have rallied behind the maritime industry in its fight to obtain a fair share of Government-financed cargo shipments.

The Vice-President, on a goodwill tour this month through the Scandinavian countries, lashed back at European critics of US shipping legislation—specifically the 50-50 law—and emphasized the right of the US Government to "assure our nation of a private maritime capacity."

At the same time that Johnson was affirming the need for a US-flag merchant fleet during his overseas visit, the Attorney General took a big step on September 9 in plugging a loophole developed by the Agriculture Department in interpreting the 50-50 law.

In a lengthy 36-page ruling applauded by all segments of the industry, he ruled that cargo preference for US ships applies not only to foreign aid shipments on a government-to-government basis,

but also on surpluses financed by the Federal Government and sold to US and foreign traders as a "private" transaction.

The decision by the Attorney General was the culmination of a vigorous fight waged by the SIU, the AFL-CIO Maritime Trades Department and other industry groups against another attempt by the Agriculture Department to bypass 50-50.

Agriculture has been seeking to move large quantities of Government-financed cargoes through American and foreign traders who receive a low interest rate from a Federal agency, the Commodity

Credit Corporation. This arose in one particular instance last December, when the Department held that cargo preference did not apply to 300,000 tons of grain sorghum sold to Japan on a long-term dollar credit basis under the CCC program.

If cargo preference had been applied, at least half of the 300,000-ton shipment would have moved on American bottoms.

Instead, Agriculture had taken the position that the cargoes involved were commercial transactions, since payment would eventually be in convertible US currency and because sales were to private persons and not on a government-to-government basis.

Although the Vice-President was confronted with questions and criticism of American shipping policy on each stop of his Scandinavian tour, he made his most pointed rebuttal while speaking at a dinner held on September 4 in the Swedish shipbuilding city of Goteborg. In a sharp rejoinder, Johnson reminded Swedish officials that 90 percent of American oceanborne trade was "open to

(Continued on page 15)

Union Opposition Rips Bonner Bill

WASHINGTON—With the proposed Bonner bill still under consideration by the House Merchant Marine and Fisheries Committee, opposition to the measure by the organized labor movement continues to mount.

Officers of 22 AFL-CIO trade union organizations have registered objections to the proposed legislation during the past week. They added their voices to the 40 labor groups which had previously responded to an SIU alert regarding the bill's proposed restrictions on free collective bargaining and the right to strike.

The controversial measure, sponsored by Rep. Herbert C. Bonner (D-NC), would set up extensive Federal Government-supervised steps via special mediation, fact-finding and settlement legislation that would replace existing Taft-Hartley machinery.

Taft-Hartley now governs labor-

management disputes in most industries, including maritime. The proposed measure would exempt shipping disputes from the coverage of the 1947 T-H Act.

In the process, maritime unions would be barred from striking, if necessary, for 150 days, during the last 90 days of which Congress would consider legislation suggested by the President to deal with the dispute.

The 22 additional AFL-CIO union groups which have advised the House Merchant Marine Committee of their opposition to the Bonner bill are:

Central Labor Council of Poplar Bluff, Mo., International Hod Carriers, Mid-Columbia (Ore.) Central Labor Council, Insurance Workers International, Laundry & Dry Cleaning International, Railway Telegraphers, New Orleans Central Labor Council, Louisiana State Federation, Brotherhood of Painters & Decorators, and Northern Kentucky Labor Council.

Also, the International Typographical Union, Airline Pilots, International Association of Firefighters, American Federation of Teachers, Marine & Shipbuilding Workers of America, Milwaukee County Labor Council, Brotherhood of Carpenters & Joiners, Baltimore Central Labor Council, Chemical Workers Local 306 (Binghamton, NY), Utility Workers of America, Transport Workers Union, and the Office Employees.

As has been pointed out by the SIU and the other union organizations, the Bonner Bill (HR 1897) is a bad piece of legislation because it would throttle free collective bargaining and could serve as a dangerous precedent for dealing with all labor-management disputes.

Texas Tug Fleet Told To Bargain

HOUSTON—The National Labor Relations Board has upheld charges by the SIU Inland Boatmen's Union, and has found Tidelands Marine Services guilty of unfair labor practices.

The board has ordered the company to begin negotiations with the SIU-IBU, cease its anti-union activities and reinstate three boatmen fired for their union sympathies.

Tidelands operates 11 crewboats for the Humble Oil Company in Texas and Louisiana inland waters and in the Gulf of Mexico, providing services to oil and refining companies. Humble is the actual owner of the boats.

The dispute between the company and the SIU began in 1962 when the union started an organizing campaign among the company's boatmen who were employed at that time by Brown & Root, Inc. The company changed its name to Tidelands Marine to get the original election petition thrown out.

An NLRB investigation also found that three employees, Theodore Elkins, Roy Klaus and Raymond Sons, who were fired by the company in 1962, were discharged in an effort to combat their union activities. The Federal agency ordered that they be reinstated with full back pay and seniority for the period of dismissal.

SIU Stewards' Training Session



Briefing session between USPHS specialists and Seafarers in the SIU Stewards' Upgrading and Recertification Program offers a light moment, as Seafarer Francis T. DiCarlo (4th from left) raises a question on new feeding procedures. Six-week training course in New York offers both classroom and practical instruction as a refresher program for SIU stewards. Pictured (l-r) are James A. Sellar of USPHS, Seafarer Frank Napoli, instructor Eric Klingvall, Seafarers DiCarlo, Joseph Garillo, L. Simos and Leo E. Movall, plus Robert W. Wilson and James R. Reed of USPHS.

The INQUIRING SEAFARER

QUESTION: Have you ever grown a beard aboard ship?

Juan Oquendo: I think I grew one out of curiosity more than anything else. But after I let it grow in, I started to look like something the cat dragged in. Besides, it gets pretty uncomfortable sometimes. The only advantage to having a beard is that the women like it. Other than that it's a nuisance.



F. T. Di Carlo: I had a beard for a while on one trip but after a while it started to look scraggly. I think the main reason I grew it is because I wanted to see how I would look. After I came back from the trip my wife said she didn't like the way I looked, so I shaved it off. I don't think I'll ever grow one again.



Dominick Blaczak: Beards are all right if you keep them neat, which takes a lot of time. I grew a small beard once but I found that it gets very damp from the sea and becomes uncomfortable. I decided to shave it off because I don't really see any point to growing a beard except as a lark.

Frank T. Harris: I grew a beard when I shipped around the world in 1960. But when I came back home my wife didn't like the way I looked and my kid was afraid of me because she probably didn't recognize me with the beard. When your wife and kid don't like something you get rid of it.



Skip Wilcox: I always wanted to see how I looked in a beard so I grew one about five years ago on a trip to the Persian Gulf. But I found out that it has a lot of disadvantages, especially in hot weather when it really becomes itchy. It's not too bad in the cold because it keeps your face warm. Maybe I'll grow one again if I ship out to a real frigid climate.



Walter Kushner: I grew a beard about three years ago on a trip to India. I was just too lazy to shave, as I can't see any point to shaving while you're at sea. It takes too much time and effort. When I got back from India I shaved the beard off because you have to look presentable when you're ashore.



Workers at Dixie Jute firm, Seafarers and members of other SIU affiliates in the Norfolk area joined in pre-election caravan around the plant to spur pro-union vote. Show of union strength helped spark 2-1 win.

Norfolk SIU Drive Wins 5th NLRB Vote In Row

NORFOLK—An all-out organizing drive by the SIU United Industrial Workers proved successful at the Dixie Jute Bagging Company here, as workers at the company voted better than 2 to 1 in a National Labor Relations Board election to have the Union represent them as their bargaining agent.

The election, held on August 28, produced an 89-37 victory for the SIU-UIW. Some 14 challenged ballots were not counted as they could not affect the outcome.

The Union's victory was impressive due to the vigorous campaign staged by the company in an effort to beat back the employees' efforts to obtain better wages and working conditions. The workers countered with a mass display of union solidarity, as they paraded with signs and banners urging a vote for the SIU-UIW on election day.

SIU Maps Puerto Rico Parade Role

NEW YORK—Seafarer Evaristo Jimenez, an active union member during his many years with the SIU, is also an active organizer of the "Puerto Rican Pioneers Parade" which will be held on Graham Avenue in the Williamsburg section of Brooklyn on Sunday, September 22.

The annual parade, in which the SIU will participate this year, commemorates the arrival of the first Puerto Ricans into the U.S. Brother Jimenez is a secretary of the organization which was founded in 1961 by Raymundo Gonzalez, who passed away last year. Acting president of the organization is now Antonia Denis.

The 1963 parade, starting at 1 PM, will be the third one held in New York to mark the start of the Puerto Rico community in the metropolitan area.

Seafarer Jimenez has been an SIU member for the past 20 years since joining in New York. He sails in the engine department and has a proud record of being either ship's delegate or engine department delegate on 90 percent of the ships he's sailed on during these many years. He was ship's delegate on the Kathryn (Bull) on his last trip out to sea.



Jimenez

Cars with "Vote UIW" placards mounted on top also cruised up and down the entire three-block area of the plant.

The NLRB election victory at Dixie Jute Bagging runs the string of recent SIU-UIW victories at previously-unorganized companies in this area to five in a row. The Union earlier won NLRB victories at Colonna Shipyard, McAllister Brothers, Curtis Bay Shipyard and Moon Shipyard.

Contracts have already been signed at Colonna, McAllister and Curtis Bay, and negotiations are proceeding at the Moon Shipyard. Negotiations for a first-time contract by the SIU-UIW at Dixie Jute Bagging are already in progress.

Buffalo MTD Unit Fights To Protect Port's Grain Trade

BUFFALO, NY—John R. Roberts, president of the Buffalo Port Council of the AFL-CIO Maritime Trades Department, is in the forefront of the battle to protect this port's grain industry. Roberts has already pointed out to the Interstate Commerce Commission that any reduction in rail rates on grain moving eastward from Pittsburgh could deal a serious blow to the Port of Buffalo.

In testimony to the ICC, Roberts urged the agency to reject proposed rates for moving grain by rail from Pittsburgh. These have been proposed by the Bay State Milling Company, Pittsburgh civic interests and three railroads—the Pennsylvania, the Baltimore and Ohio, and the Pittsburgh and Lake Erie.

Port Depends On Grain

The Bay State Milling Company has said that it will build a flour mill at Pittsburgh if it wins the ICC's approval of reduced rail rates for grain. At an ICC hearing on the proposed rate change, Roberts said early this month that Buffalo was the largest flour milling center in the world and relied on the industry for its economic well-being.

"The proposed reduced rates from Pittsburgh would upset the already delicate, competitive position of Buffalo and could well mean the death knell of this industry," the Buffalo trade unionist said.

Roberts told the Commission that in the event it approved the rate reduction in rail grain rates this could result in "permanent unemployment to many thousands of

skilled workers in the Buffalo area."

Grain millers, grain handlers and other waterfront workers in the area who are affiliated with the MTD are all fighting the proposed changes. Roberts is an official of Local 1286 of the International Longshoremen's Association.

DIGEST OF SIU MEMBERSHIP MEETINGS

NEW YORK, August 5—Chairman, Cal Tanner; Secretary, Edward X. Moonfy; Reading Clerk, William Hall. Minutes of previous port meetings accepted. Port Agent reported on shipping, need for engine and deck ratings, updating of clinic cards and blood bank. Report carried. President's report on Jay-Kay strike settlement, IIA convention, hearings on Savannah raid, Senate hearings on rail dispute, Sea-Land ship collision, Canadian beef, ship sales accepted. Welfare services report carried. Meeting excuses referred to Port Agent. Letter from crew of Azalea City on retirement plan referred to headquarters for study. Auditor's reports accepted. Membership voted to non-concur after discussion on two motions submitted by Charles Henshke regarding appointive jobs and terms of office for officials. Total present: 412.

PHILADELPHIA, August 6—Chairman, Frank Drozak; Secretary, Robert Airy; Reading Clerk, Leon Hall. Minutes of previous meetings in all ports accepted. Port Agent's report on shipping, shortage of rated men, blood donors and standby jobs was accepted. Reports of the President and Secretary-Treasurer for July were carried. Auditor's reports carried. Motion adopted under new business that a doorman for this port be selected from one of the oldtimers in the port. No action taken on motion to revise present constitution as there was no second. Motion carried to put into effect a pension plan based on 20 years of seafaring regardless of age and health. Total present: 93.

BALTIMORE, August 7—Chairman, Rex E. Dickey; Secretary, Furman Hipp; Reading Clerk, Tony Kastina. Minutes of previous meetings in all ports accepted. Port Agent reported on shipping, unclaimed checks for money due and blood bank. Accepted. President's report and Secretary-Treasurer's report for July carried. Meeting excuses referred to dispatcher. Auditor's reports accepted. Total present: 275.

Sign Name On LOG Letters

For obvious reasons the LOG cannot print any letters or other communications sent in by Seafarers unless the author signs his name. Unsigned anonymous letters will only wind up in the waste-basket. If circumstances justify, the LOG will withhold a signature on request.

'The Anatomy Of A Ship'

At 10:25 PM on January 17, 1956 the SIU-manned Cities Service tanker Salem Maritime was taking on cargo at the company's loading dock in Lake Charles, La.

Suddenly, without warning, the vessel turned into a roaring inferno, her 130,000 barrels of high octane gasoline igniting and racking the ship with explosion after explosion.

Almost 1,500 firefighters fought the blaze through the night and well into the next day. The fire raged beyond the confines of the ship and loading area, as it set barges aflame and burned a path three quarters of a mile up and down the Calcasieu River.

When the rubble had cooled sufficiently to allow entry onto the ship, a count of crewmembers revealed that 13 Seafarers were either dead or missing. Eight others who were members of the crew were also killed or missing.

Sold For Scrap

The ship was eventually offered for sale as scrap and all its serviceable machinery was culled from the wreckage and incorporated into a T-2 tanker, the Gold Stream, which was jumboized in December, 1957. The Salem Maritime was also a war-built T-2 vessel.

The Gold Stream recently ex-

perienced a fire in one of her boilers, and, since June, the vessel has seen little service and has suffered substantial operating losses. As a result, the Red Hills Corporation, which owns the Gold Stream, failed to pay the principal and interest due on the vessel's Federal-insured ship mortgage.

Then, last month, with no relief in sight for the ailing company, the Department of Commerce took possession of the ship. Foreclosure proceedings will be instituted as soon as possible.

Mortgage Debt

The outstanding mortgage indebtedness on August 5, 1968 amounted to about \$3.3 million in principal plus \$60,943.24 in interest on the first mortgage. Then there is \$130,330 in principal and \$18,309.01 in interest due on the second mortgage held by the Maritime Administration as security for cash which had been advanced to the operators to make principal payments on the first mortgage.

The MA originally insured a mortgage of \$3.9 million on the Gold Stream on December 3, 1957.

At the present time the ship is in the Todd shipyards at San Pedro, Calif., where it has been undergoing inspection and repairs since June.



Canada SIU Raps Report

(Continued from page 2)

gate, but rather was intent upon utilizing the hearings as a platform from which to launch an attack, not only on the Seafarers International Union of Canada, but on fundamental trade union concepts which are contrary to his way of thinking."

The findings of the Norris Commission, issued on July 15 in a voluminous 318-page document, included recommendations for a series of repressive measures calling for the imposition of trusteeships and government controls on all Canadian maritime unions. Concern has developed among Canadian union leaders that the proposals could set a precedent for restrictive moves against other segments of Canadian labor.

Justice Norris' report developed out of the dispute between the SIU of Canada and the Upper Lakes Shipping Company that erupted after the company looked out some 300 SIU crewmembers and broke a ten-year collective bargaining relationship with the SIU. It then began recruiting crews through a newly-established Canadian Maritime Union.

The Commission was established by the former Canadian Labour Minister in the summer of 1962 after leaders of the Canadian Labour Congress and Canadian Brotherhood of Railway, Transport and General Workers had disrupted Great Lakes shipping by bringing about an illegal closing of the St. Lawrence Seaway.

Ostensibly, the Commissioner's

major function was to examine the SIU-Upper Lakes contractual dispute, as had been done by the Rosenman Commission which was appointed by the US Government in July, 1962, at the request of the Canadian Government. Instead, the Commissioner quickly relegated this primary contractual dispute to a secondary position and concentrated on an examination of the SIU's internal affairs.

MTD Action

In separate developments regarding the Canadian dispute, the executive board of the Maritime Trades Department, at its meeting in Washington last week, condemned the role of the CBRT and the Canadian Labor Congress in setting up the CMU as a union-busting apparatus and in supporting the Norris inquiry. It asked that the question of relations between US and Canadian unions be placed

on the agenda of the next general board meeting of the AFL-CIO.

A \$1,000 reward was voted by the board for information leading to the arrest and conviction of those responsible for the dynamiting of the Canadian freighter Howard L. Shaw, which has been lying idle at a Chicago pier since April as a result of the Upper Lakes dispute. It deplored the bombing incident which occurred September 7 and called for a US investigation of the circumstances.

Top level talks between the Canadian and US Governments both in Washington and Ottawa are continuing, meanwhile, on a means of resolving the dispute. Canadian Prime Minister Lester B. Pearson has said that the trusteeship legislation urged by Norris will be put before the Canadian Parliament after it convenes on September 30 in Ottawa.

Special Equipment Plan Again Aids SIU Oldtimer

SIU oldtimer Hugh D. "Frenchy" Fouche has received another boost from the SIU Welfare Plan in his battle against crippling Multiple Sclerosis. Fouche became completely disabled and bedridden by MS in 1956 when he began receiving SIU disability-pension benefits.

Early in 1960 he learned he

could get around a bit if he had a motor-powered wheelchair. The SIU Welfare Plan trustees promptly approved the necessary \$600 needed for this purchase, enabling Fouche to move about for the first time since 1956.

Later in the same year, they okayed a second purchase—a special \$235 set of long leg braces and crutches. The Plan also made the necessary arrangements to give Fouche training in how to use the braces and crutches at the Medical Center in Columbus, Ohio.

Since then, the Plan has taken care of the purchase of a conventional wheelchair for the disabled Seafarer, to give him mobility on both long and short runs.

The latest expenditure as part of the SIU's special equipment benefit came last month, when the pow-



Seafarer Hugh Fouché is pictured outside his Savannah home in motorized wheelchair purchased by SIU Welfare Plan.

ered chair ran low on tires and needed a new battery. The cost of two new tires and a battery was covered in a trustee action at the August meeting.

Fouche currently makes his home in Dawson, Ga., and is 48 years old. He sailed with the SIU in the engine department from January, 1942, until the time he became disabled.

Over the years, the Welfare Plan has underwritten the cost of various types of special equipment for Seafarers in their recovery from disabling injuries or illness.

YOUR DOLLAR'S WORTH

Seafarer's Guide to Better Buying

By Sidney Margolis

Housing Dilemma: To Buy Or Rent?

In our generation, which is supposed to be the affluent one, housing has become the No. 1 budget expense, outranking food for the first time. The Bureau of Labor Statistics now estimates that housing takes about one-third of a typical wage-earner's after-tax income, compared to 28 percent for food.

For working people, the question of whether to buy or rent a home is really a modern dilemma. Before union organization raised wages and strengthened job security, most working families rented, or at best, sometimes built modest homes themselves. Today, almost two out of three families own their homes.

Certainly for wage-earners who bought homes prior to the 1960's, ownership proved to be a good investment. While taxes and operating expenses and especially utility costs have increased, home ownership costs generally have not risen as much as rents, BLS figures show.

But families now looking for homes are faced with some extraordinary prices, especially for new houses. The Boeckh construction cost index has jumped from 140.1 a year ago to 143.9 this year. This is based on an index number of 100 for 1947-49; meaning, it now costs \$14,390 to build the same dwelling that cost \$10,000 in 1947-49. If you could find a house for \$14,390.

In reality, the record of new mortgages being issued shows that the average new dwelling now has a price tag of \$22,500. Only on older homes have price tags settled down a little, with the average price reported by the Federal Home Loan Bank as \$17,300. Chief exception is in the West, where houses in the much-wanted \$12,000-\$20,000 range still are rising.

Thus, the great argument of other generations, whether it is cheaper to buy or to rent, has become the great dilemma of our time—where can you buy or rent at a reasonable cost?

Without considering personal preferences, here are comparative financial advantages and disadvantages:

Advantages of Ownership: You are protected against excessive rent charges and any possible further inflation in rentals. You lose perhaps 4 to 6 percent interest on the money you invest in a home. But frequently landlords these days try to make the rentals you pay provide a 10-12 percent return on their investment, besides their business overhead expenses and other costs.

You also have an opportunity to invest "sweat equity"—your own labor—by maintaining and improving your property.

Some of your monthly payment does build up equity. This argument is often exaggerated by builders, mortgage lenders, and sellers. The partial fallacy is that you also "use up" a house while you are paying for it. There is some deterioration of the building and equipment. Also, in the early years you build up very little equity. Most of your monthly payment goes to mortgage interest.

Still, it is possible to stave off some of the depreciation by wise choice of a neighborhood that is improving rather than deteriorating, and by careful maintenance of the property. If you keep the house long enough, ultimately you will enjoy the benefits of higher equity.

You also have a tax advantage in owning, since mortgage interest and property taxes are deductible on Federal and some state income taxes.

For example, one young family in Oakland, California, whom we recently counseled, was paying \$105 a month for a 3½-room apartment. We figured out that they could buy a house in the \$16,000-\$17,000 bracket, have more living space and still be a little ahead. In this bracket, the house would have to be either an older dwelling, but still in good condition, or a new home in one of the larger outlying tracts or developments, since the husband had to drive to work anyway.

If this family had a 30-year, \$15,000 mortgage, its monthly expenses for mortgage, taxes, insurance and operating expenses (not including utilities or furnishings), would run about \$125-\$135 a month in that area. But the family can deduct the mortgage interest and taxes on its tax returns, and thus save about \$17 a month during the first five years (in this case). Too, by the end of the fifth year the family would accumulate about \$1,100 of equity. These savings would reduce their real housing cost to about \$90-\$100 a month.

Advantages of Renting: If you rent, you do have greater flexibility if you must move, or if your income or family changes and you want to reduce your housing expense.

Also, unless you know you will stay in the same area at least several years, renting avoids the high initial expenses of buying, such as closing costs, lawyer's fee, fixing up the house, etc. Depending on the area, the price of the house, and the lender's demands, closing costs usually are \$250 to \$450 even on moderate-price houses. This includes title insurance, which alone may be \$150-\$175, and the lender's "origination fee" for the appraisal and arranging the mortgage.

Too, many families prefer the convenience of living in town or near work, and also want to keep down commuting expenses.

It is true that some families who bought homes have gotten over their heads, especially in Florida and Southern California. For example, one of the big California savings and loan associations, the Great Western, reports that it has taken over a number of tract houses built in 1960 and early '61, especially in San Diego, Sacramento and Palm-dale. In Florida, the Federal Housing Agency now is the unwilling owner of some 7,000 houses in the \$7,000-\$15,000 bracket on which it had insured mortgages.

But on balance, ownership still does seem to have an edge over renting if the house is realistically chosen and conservatively financed.



SIU FOOD and SHIP SANITATION DEPARTMENT

Cliff Wilson, Food and Ship Sanitation Director



Ship Sanitation Fights Disease

The general improvement in sanitary standards on ships brought about by the growth of strong seamen's unions and the adoption of modern worldwide sanitary standards has greatly reduced the spread of disease from country to country.

Diseases spread by infected ships once raged periodically through Europe and America. Influenza, plague, smallpox and other contagious diseases brought into port aboard ship once killed millions of people all over the world.

In the days when little was known of these diseases or how they spread, and no effective cures or methods of control were available, rough and ready methods were often applied to protect the public. It was once the custom to place a rigid six-week quarantine on any ship arriving at a port with a case of plague or smallpox aboard. During that time nobody was permitted to leave or board the vessel. The shore population was thus protected but, as a result, the disease raged throughout the ship. Many of her crewmembers usually died before the infection had run its course.

A drastic remedy employed later was scuttling a ship carrying infection. This method was not effective, however, because the crew would scatter ashore and spread the infection that way. Also, rats swimming ashore from the vessel would spread any disease she carried.

The recent addition by the Port of London of a new quarantine vessel, the Humphrey Morris, as reported in "The Nautical Magazine," points up the modern method of protecting the local population from shipborne disease. The 100-foot cutter is one of four vessels operated by the Port of London Health Authority to prevent infectious diseases from getting ashore.

Most ships that enter any port nowadays have a clean bill of health. An arriving vessel may sometimes require the aid of a medical officer to treat non-infectious ailments like ruptured appendix or a seaman who suffered a shipboard injury. But today ships arriving from overseas ports noted for unsanitary conditions or outbreaks of disease usually get special attention before being allowed to land.

Often every man aboard is given a thorough examination before being permitted ashore. Confirmed or suspected cases of infectious disease are then immediately transferred to a hospital isolation ward. If typhoid or smallpox is detected on a ship the vessel is thoroughly fumigated to prevent the spread of the disease ashore by vermin. Such fumigation involves not only the ship, to kill any rats aboard, but includes such things as bedding and clothing which might harbor disease-carrying vermin.

In addition to these functions the Health Authority also works to prevent the importation of unwholesome food. Its job is to see to it that the six million tons of foodstuffs which enter London every year do not include meat from diseased animals, grain contaminated by rats or other vermin, canned food damaged by shifting cargo or over-ripe fruit not fit for human consumption.

This is the same type of role filled by the US Public Health Service in American ports to protect the population ashore and to keep disease and contamination of any kind from spreading.

(Comments and suggestions are invited by this Department and can be submitted to this column in care of the SEAFARERS LOG.)



Soon to be taken over by Isthmian as warehouse ship for the cable vessel Long Lines, the Arthur M. Huddell (above) is pictured when she was operating for Bull Lines in 1956 on West Coast cable-laying job. The Huddell, a modified Liberty with special tanks for handling cable, has been in US reserve fleet since then.

Seafarers To Crew Another Cable Ship

WASHINGTON—A Maritime Administration recommendation to charter the Government-owned cable ship Arthur M. Huddell to SIU-contracted Isthmian Lines has been approved by Commerce Secretary Luther H. Hodges.

The former Liberty ship, now in lay-up, has been converted by the installation of tanks in her holds for the storage of flexible pipe line. She is the only ship under the US-flag fitted in this manner. The Huddell is to be used to assist the new SIU-manned cable ship Long Lines in laying a Pacific telephone cable next year linking Hawaii with Japan by way of the islands of Midway, Wake and Guam.

She will act as a floating warehouse to keep the Long Lines supplied with cable. Isthmian also is the operator of the Long Lines, which is owned by a subsidiary of the American Telephone & Telegraph Company.

The Huddell saw action in 1956 when she came out of the reserve

fleet and was chartered to Bull Lines. Manned by Seafarers, she served as a "warehouse ship" for the building of a submarine telephone cable system between Seattle and Ketchikan, Alaska.

The present charter of the vessel to Isthmian was based on national defense considerations after the Department of Defense advised the MA that maintenance and improvement of cable communications is necessary for the national defense.

During World War II the Huddell loaded and discharged a flexible pipeline across the English Channel to supply fuel to the Allied forces which invaded the continent.

The Long Lines, with which the Huddell will be teamed, is one of the most modern cable ships afloat. The 511-foot, \$19 million vessel has a cargo capacity of 2,000 nautical miles of undersea cable which she can lay at eight knots an hour.

In addition to her modern cable-laying machinery, she has some novel features, including a special five-bladed propeller to cut vibration, a helicopter landing deck and an underwater bow propeller to force a stream of water through a tunnel in either direction, at right angles to the direction of travel, for super-fine maneuverability. She can be steered from the bow and stern as well as from the bridge.

PA. LABOR HALTS JOBLESS \$ CUTS

HARRISBURG, Pa.—Some 500 trade unionists who rushed here from all parts of Pennsylvania have succeeded—at least temporarily—in blocking a "ripper" unemployment compensation bill.

The proposal was withdrawn by the administration of Gov. William W. Scranton just 24 hours after the arrival of the unionists at the capital city. The intent of the administration was to save the compensation fund \$55 million a year. To

do this, it proposed to reduce the tax for the more stable (and more prosperous) businesses, while introducing features which would reduce benefits for many thousands. It would have made other thousands ineligible altogether and dangled the carrot of higher maximum benefits to induce labor support.

House Bill 1697 was dropped in the hopper on July 15, and the Labor Committee cooperated by reporting it out with slight amendments within a day so that the bill passed first reading. As soon as printed copies were available, the Pennsylvania AFL-CIO rushed an analysis to its thousands of affiliates and at the same time issued a call for coordinated mass lobbying.

The mobility of the labor movement paid off when the Scranton administration withdrew the bill and referred it to the Joint State Government Commission for study, with the intent of considering the Commission's report at a special session of the General Assembly in the fall. Informed sources expect the matter to be brought up following state election results in November.

The bill comes at a time when Pennsylvania is suffering mass unemployment, with many wage earners the unwilling victims of longterm joblessness because of the withdrawal or collapse of large segments of industry.

SIU SAFETY DEPARTMENT

Joe Algina, Safety Director



A Built-In Gas Vapor Detector

Gasoline is one of the most flammable substances most of us will ever get to handle and gasoline vapors are some of the most explosive. Yet because of the widespread use of the automobile, most people feel so at home with gasoline that it is seldom treated with the respect it requires.

This becomes clear every summer in the list of those painfully and sometimes fatally burned while using gasoline to light barbecues or clean paint brushes. In the small, tight, hot compartments of a ship, careless handling of gasoline is even more dangerous.

One of the most dangerous aspects of gasoline is the speed with which it will vaporize and the volatility of these vapors. Under certain conditions, one quart of gasoline left in an open container in a small closed compartment will in time make an explosive mixture throughout the entire compartment. Walk into such a space with a cigarette in your mouth and you'll get a new respect for gasoline in a hurry, if you live.

Although gasoline vapors will spread throughout a compartment, they are relatively heavy and will concentrate near the bottom of any enclosed space. From an open container the vapor will spread and fill the bilges of a boat or the area of a compartment near the deck like any gas. It will also travel along with a current of air, and even if a trail of vapor is ignited at some point far from the container or leak from which it originated, it will flash back to the source. This means an added fire hazard a long way from the point of ignition.

Ignition of gasoline vapors can occur in many ways. Minute sparks from a wrench striking metal, the sparking of brushes in a motor or generator, a ground or any minor arcing in an electrical circuit, the sparking of any ordinary electric switch, a rapidly-moving belt or even a nail in the sole of a shoe scraping on a steel deck can spark a disaster. Even the friction of the gasoline itself moving inside a hose can induce an electrical charge which can accumulate and set off an explosion.

That is why hoses carrying gasoline should be grounded to the tank and why metallic contact should be maintained between the tank and the filling container. For handling large quantities of gasoline special hoses are available with electrical bonding wire fabricated within the hose to permit grounding of the hose, hose terminals and connections.

Gasoline is also poisonous to the human body even in small amounts. Its methods of getting inside the body are many. It can be swallowed and absorbed by the skin as well as breathed. Inhaling a concentration of gasoline vapor 3 or 4 percent by volume will prove fatal. The toxicity of heavy concentrations of fumes is increased if the gasoline contains tetraethyl lead, added for anti-knock purposes.

The best warning of dangerous concentrations of gasoline vapors comes from your nose. The odor of the vapor can be detected at a level far below the lower explosive limit. But persons working with gasoline become quite accustomed to the odor and may not be able to detect fumes until they reach a dangerous concentration. In such a situation get plenty of fresh air to clear the respiratory system of fumes before using your nose as a gauge.

Remember also that if you are standing up and detect a strong odor of gasoline fumes, the concentration is even stronger around your ankles near the deck, so proceed with caution.

The answer to gasoline vapors is ventilation, and plenty of it. This ventilation must be from the bottom of a compartment. Withdrawing air from the top of an engineroom, for example, only spreads the vapors collected in the bilges.

And when working with gasoline remove all, repeat ALL, sources of ignition.

(Comments and suggestions are invited by this Department and can be submitted to this column in care of the SEAFARERS LOG.)

Venezuelan Labor Asks US Visits

WASHINGTON—The Venezuelan Confederation of Labor (CTV) has announced that it will cooperate with a private tourist agency located here in sponsoring special labor tours of Venezuela.

The first tour in the new program is being planned for this fall. It will be conducted by CIRCLEVEN, the agency sponsored by the CTV and the Venezuelan government, which recently conducted a delegation of 21 AFL-CIO representatives on an initial tour of the country.

Cost of a two-week chartered tour, including transportation, hotel and meals, will be approximately \$562. It will leave New York by air, spend two days in Caracas, and then go on by air to visit six different cities.

The American delegation that visited Venezuela last January included representatives of a number of AFL-CIO unions and organizations named by AFL-CIO President George Meany.

Post Office Trying Out 'ZIP' Mail

Seafarers scattered all over the world should be able to get their mail to SIU Headquarters in a hurry with the aid of the new "ZIP Code" system introduced recently by the Post Office Department.

The ZIP Code is an extension of the old system of zone numbers used to speed up mail delivery in the past. A letter bearing the proper "ZIP" number will get to the delivery station nearest headquarters in the shortest possible time, with the least amount of handling.

This is the Bush Terminal Post Office, on 29th Street, where membership mail is already handled by the Seamen's Mail Unit set up at that station two years ago.

The proper ZIP code number for the SIU headquarters address is 11232. This number should be placed after the city and state in the address.

"112" in the five-digit number means Brooklyn, and the "32" represents the zone. Thus, a letter to headquarters can be addressed to: Seafarers International Union, 675 Fourth Avenue, Brooklyn, New York, 11232.

Ultimately, a machine-scanning system will be introduced in most post offices that will then be able to route the mail automatically for Brooklyn zone 32, and then for delivery to headquarters.

If you are writing from anywhere in the US, the Post Office urges you to include your own ZIP number in the return address, so that an answer can be forwarded without delay.

Changes of address for the LOG should also include your ZIP number for faster handling in the future.



Labor efforts to promote tours of Venezuela by US trade unionists is discussed in Washington (l-r) by Lester P. Zosel, Railway Clerks; Rep. Barratt O'Hara (D-Ill.) of House Latin American Affairs Subcommittee; Milton Plumb of Railway Labor Executives Association, and Mrs. Teresa Sanchez, representative of labor-backed tourist agency. They are pictured in front of special exhibit in Railway Labor Building showing activities of labor representatives on tour of Venezuela earlier this year.

SHIPPING RULES

These rules

Every seaman shipped through the hiring halls of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, hereinafter called the "Union," shall be shipped pursuant to the following rules:

1. Seniority

A. Without prejudice to such other legal conditions and restrictions on employment as are contained in the agreements between the Union and the Employers, seamen shall be shipped out on jobs offered through the hiring halls of the Union in accordance with the class of seniority rating they possess, subject, nevertheless, to the other rules contained herein.

B. Seniority shall be determined in the following manner:

A class A seniority rating, the highest, shall be possessed by all unlicensed personnel who have shipped regularly, up to December 31, 1954, with one or more of the companies listed in Appendix A, since before January 1, 1951. On and after October 1, 1956, a class A seniority rating shall be possessed by all seamen with ratings above ordinary seaman, wiper, or messman, who have shipped regularly, up to December 31, 1954, with one or more of the companies listed in Appendix A, since before January 1, 1952, subject, however, to rule 9. On and after September 1, 1958, a class A seniority rating shall also be possessed by all seamen who have shipped regularly with one or more of the companies listed in Appendix A, either (1) up to December 31, 1955, since before January 1, 1953, or (2) up to December 31, 1956, since before January 1, 1954, subject, however, to rule 9. On and after June 15, 1961, a Class A seniority rating shall be possessed by all seamen who have shipped regularly with one or more of the companies listed in Appendix A, either, (1) up to December 31, 1957, since before January 1, 1955; or, (2) up to December 31, 1958, since before January 1, 1956; or, (3) up to December 31, 1959, since before January 1, 1957.

A class B seniority rating shall be possessed by all seamen who have shipped regularly up to December 31, 1957 with one or more of the companies listed in Appendix A, since before January 1, 1958, and who do not have a class A seniority rating, subject, however, to rule 9. On and after September 1, 1958, class B personnel who possess a Certificate of Satisfactory Completion of the Andrew Furuseth Training School course, and who, after obtaining such a certificate of satisfactory completion, have completed 60 days of seetime with any of the companies set forth in Appendix A, shall be entitled to class B seniority rating.

A class C seniority rating shall be possessed by all seamen who do not have a class A or class B seniority rating, subject, however, to rule 9.

Notwithstanding anything to the contrary herein, no seaman shall be deprived of the seniority to which he would be otherwise entitled by virtue of service with the armed forces of the United States.

C. A seaman will be deemed to have shipped regularly with one or more of the companies listed in Appendix A if he has been employed as an unlicensed seaman no less than ninety (90) per calendar year on one or more American-flag vessels owned or operated by the said companies, subject, however, to rule 3(A). This latter provision shall not operate so as to reduce any seaman's seniority if the requirements therein were not met during the first calendar year in which the seaman commenced to ship but, if not met, the said calendar year shall not be counted insofar as seniority upgrading is concerned.

D. Employment with, or election to any office or job in the Union, or any employment taken at the behest of the Union, shall be deemed to be the same as employment with any of the companies listed in Appendix A, and seniority shall accrue accordingly during the period such employment, office, or job is retained.

E. A class A seniority rating shall be the highest, class B, the next highest, and so on, and priority as to jobs shall be granted accordingly, subject, nevertheless, to the rules contained herein.

F. Within each class of seniority, a seaman shall be shipped in accordance with the length of time he has been unemployed, the one unemployed the longest to be shipped the first, subject, nevertheless, to the rules contained herein.

G. It shall be the responsibility of each seaman to furnish proof of seniority and length of the period of his unemployment. Notwithstanding any other provisions herein, the failure to produce adequate proof of seniority or length of unemployment shall be grounds for denial of the job sought. An appropriate seniority rating card duly issued by the Union shall be deemed sufficient proof of seniority, for the purposes of shipping, without prejudice to the right of any seaman to furnish different proof of his seniority in reasonably legible and easily ascertainable form, such as official Coast Guard discharges. Unemployment periods shall be ascertained solely from shipping cards issued by the Union.

H. Seniority rating cards will be issued by the Union only upon written and personal application made and accepted. These will be valid only for the calendar year in which issued. No seniority rating card will be issued after October in each calendar year, unless the remaining time is not needed to preserve the seniority rating of the applicant, or is mathematically sufficient to enable him to retain his seniority. Each seniority rating card shall be based upon entitlement as of the date applied for.

Shipping cards issued by the Union shall be valid for a period of 90 days from the date of issue subject to the other rules contained herein. If the 90th day falls on a Sunday or a holiday, national or state, or if the hall in which registration has been made is closed on that day for any reason, the card shall be deemed valid until the next succeeding business day on which the hall is

open. The period of validity of shipping cards shall be extended by the number of days shipping in a port has been materially affected as a result of a strike affecting the industry generally, or other similar circumstances. Shipping cards shall be issued to all those requesting the same, provided the seaman has all the necessary documents and papers required by law and is otherwise eligible.

I. Seniority shall be calculated on the basis of employment without regard to department (deck, engine, or steward), without prejudice, however, to the application of any other rule contained herein. A seaman may not change the department in which he usually ships without permission of the Seafarers Appeals Board, which permission shall be granted only upon proof, deemed satisfactory by the Board, that medical reasons, insufficient to prohibit sailing altogether, warrant the change.

J. Seamen with a class B or class C seniority rating may be shipped on a vessel for one round trip, or sixty (60) days, whichever is longer; in the latter case, the sixty (60) day period may be extended, where necessary to insure practicability insofar as leaving the ship is concerned. This rule shall not be applied so as to cause a vessel to sail shorthanded. No transportation shall be due by virtue of the application of this rule. The words "round trip" shall have the usual and customary meaning attributed to it by seamen, whether it be coastwise, intercoastal or foreign. On coastwise voyages, if the schedule of the vessel is such that it is to return to the area of original engagement, a seaman shall not be required to leave the vessel until the vessel reaches the said port or area. On intercoastal and foreign voyages, where the vessel pays off at a port in the continental United States other than in the area of engagement, if the vessel is scheduled to depart from the said port of payoff within ten days after arrival, to return to the port or area of original engagement, a seaman with a seniority rating of less than class A shall not be required to leave the vessel until it arrives in the said port or area of original engagement.

2. Shipping Procedure

A. No seaman shall be shipped unless registered for shipping. No seaman shall register for shipping in more than one port of the Union at one time. No shipping card issued in one port shall be honored in another.

B. No seaman may register for another, or use another's shipping card or seniority rating card. All registration must be in person, and seamen must be present, in person, when a job is offered them.

C. No seaman may register for a job so long as he is employed on any vessel.

D. No seaman shall have the right to reject more than two jobs, after throwing in for them, within the period of validity of his shipping card. Rejection of more than two jobs during this period will require re-registration and the taking out of a new shipping card.

E. Every seaman who accepts a job, and who quits or is fired after one day, shall not be permitted to retain the original shipping card on which he received his job, but must re-register to ship. If he quits or is fired within one day, he must report back to the dispatcher on the next succeeding business day or else give up the original shipping card on which he received his job.

F. No seaman shall be allowed to register on more than one list (department), and in not more than one group, as hereinafter set forth. No seaman shall be shipped out on a job off a list (department) other than that on which he is registered, except under emergency circumstances, such as insuring against a vessel sailing short in a department. No seaman shall be shipped out on a job outside the group in which he is registered, except as specifically set forth herein.

The following are the groups within the lists (departments), in which classified seamen may register. Within one list (department), those possessing a higher seniority rating may take priority in the obtaining of jobs over those with lesser seniority rating even when not registered in the same group, subject, however, to the provisions of rule 4(C).

The following is a breakdown of the list (department) groups:

DECK DEPARTMENT

Group I—Day Workers

Bosun
Bosun's Mate
Carpenter

Deck Maintenance
Watchman—Day Work
Storekeeper

Group II—Rated Watch Standers

Quartermaster
Able Seaman

Cor Deckman
Watchman—Standing Watches

Group III

Ordinaries on Watch

ENGINE DEPARTMENT

Group I

Chief Electrician
1st, 2nd, 3rd Ref. Eng'r.
2nd Electrician
Unlic. Jr. Eng'r.—Day Work
Unlic. Jr. Eng'r.—Watch
Plumber-Machinist

Chief Ref. Eng'r.
Chief Storekeeper
Evap. Maintenance Man
Pumpman, 1 and 2
Engine Maintenance

Group II

Deck Engineer
Engine Utility
Oiler—Diesel
Oiler—Steam

Watertender
Fireman-Watertender
Fireman

Group III

Wiper

STEWARDS

Group I (5)—

Chief Steward—Passenger
Steward

Group I—R

Chef
Night Cook and Baker

Group

2nd Cook and 3rd Cook

Group

Utility Messmen

G. No seaman shall be tendered any accordance with law and can furnish, or evidencing this qualification.

H. No man shall be shipped while un I. All seamen shipped through the L cards. One of these cards shall be give department aboard ship, the other to I

J. Subject to the other rules contain shall give up the shipping card on whic

3. Hospital Cases

A. Notwithstanding anything to the co employment required during each year, the maintenance of class B or class C sen pro rata, in accordance with the propo time to each calendar year. Example: If out-patient for four (4) months in one c required for seniority purposes shall be

B. A seaman who enters a bona fide there for thirty (30) days or more, shall receive a thirty (30) day back-dated sh in-patient for less than thirty (30) days, filed, to a shipping card back-dated to This rule shall not apply unless the sea forty-eight (48) hours after his discharge holidays, and produces his hospital pap

4. Business Hours and Job Ca

A. All Union halls shall be open from the halls shall be open from 8:00 AM to Sundays, and holidays, the hours of bus agent, upon proper notice posted on the

B. Jobs shall be announced during Saturday mornings, on the hour, exce On Saturday afternoons, Sundays, and stances, the job may be called out in a shall a job be called out unless it is fir

C. There shall be a limit of eight (8 class A and class B personnel may be e If the eighth job call does not produc class A or class B seniority rating (in the with a class C seniority rating, otherwis selected for the job. This rule shall not sail shorthanded or late.

D. The four major ports are declared New Orleans. In halls other than those job do not produce a qualified seaman the job shall be placed in suspense, but B personnel who are registered for ship personnel. The nearest major port shall pended job offered there for the next seaman in the major port so notified sha but only within the said two (2) job call bid for, the major port shall so immedi after that seaman with a class A or B sen these rules and registered in the notifyin rule shall not be applied so as to cause and shall not be deemed to require an virtue of the transfer of the job call, subordinate hereto.

5. Special Preferences

A. Within each class of seniority rating shall be preferred in obtaining jobs of

B. A seaman shipped on a regular job (15) days after the original employment shipping card on which he was shipped

C. If a ship lays up and then calls for the same crewmembers shall have pref on the shipping list. Such preference sha of layup resulting from strikes affecting circumstances.

D. A seaman with a class A seniority in for a job on the same vessel after fir he has not been discharged for cause

E. Class C personnel with a certificat Andrew Furuseth Training School sha personnel.

include the rules previously printed and distributed, together with amendments thereto, decided upon by the Seafarers Appeals Board, up to and including September 1, 1963.

STEWARDS
Steward—Passenger

Men
Cook
Cook and Baker

men
 unless he is qualified therefor in
 demand, the appropriate documents

the influence of alcohol or drugs,
 shall be given two assignments
 by the seaman to the head of his
 department delegate aboard ship.
 herein, a seaman receiving a job
 was shipped.

ry herein contained, the period of
 constitute regular shipping, or for
 without break, shall be reduced,
 of bona fide in- and out-patient
 an has been a bona fide in- and
 der year, the yearly employment
 ced by one-third for that year.
 pital as an in-patient and remains
 entitled, if otherwise qualified, to
 ng card. If he has been such an
 all be entitled, if otherwise quali-
 day he first entered the hospital,
 reports to the dispatcher within
 lusive of Saturdays, Sundays, and

AM until 5:00 PM. On Saturdays,
 00 Noon. On Saturday afternoons,
 shall be determined by the port
 elin board the day before.
 n-holiday week days, including
 r the 8:00 AM and Noon calls,
 eys, or under exceptional circum-
 me after it comes in. In no case
 sted on the shipping board.

b calls in which the priority of
 eed in obtaining a particular job,
 alified seaman possessing either a
 r prescribed herein), that seaman
 itled under these rules, shall be
 plied so as to cause a vessel to

New York, Baltimore, Mobile and
 in located, if three (3) calls for a
 essage a class A seniority rating,
 with respect to class A and class
 , and not with respect to class C
 mmediately notified, and the sus-
 (2) job calls. A qualified class A
 ve the right to bid for these jobs
 i the event these jobs are not so
 advise the notifying port. There-
 y rating, otherwise entitled under
 rt, shall be assigned the job. This
 essel to sail shorthanded or late,
 mployer to pay transportation by
 provisions of rule 4(C) shall be

men over fifty (50) years of age
 watchmen.

ose ship lays up less than fifteen
 e, shall have restored to him the
 ovided the card has not expired,
 v within ten (10) days after layup,
 ce, providing they are registered
 extended by the number of days
 ndustry generally, or other similar

g shall not be required to throw
 taining a job thereon, so long as
 is quit.

satisfactory completion from the
 s preferred over other class C

F. (1) Within each class of seniority, preference for the job of Bosun shall be given to those seamen who possess a Certificate of Recertification as Bosun from the Deck Department Recertification Program, or in the event there are no such recertified Bosuns available, then preference shall be given those Bosuns who either have actually sailed as AB for at least 36 months in the Deck Department, or have actually sailed in any capacity in the Deck Department for at least 72 months, or, have actually sailed as Bosun for 12 months, in all cases with one or more of the companies listed in the aforementioned Appendix A.

(2) Within each class of seniority, preference for the job of chief electrician shall be given those seamen who have actually sailed for at least 36 months in the engine department, including at least 12 months as second electrician, with one or more of the companies listed in the aforementioned Appendix A.

(3) Within each class of seniority, preference shall be given to those Stewards and Third Cooks who possess a Certificate of Recertification as Steward or Third Cook from the Stewards Department Recertification Program, or, in the case of a Steward, in the event there are no such recertified Stewards available, then preference shall be given to those Stewards who have actually sailed at least 36 months in the Stewards Department in the rating above that of 3rd Cook, or who have actually sailed as Steward for at least 12 months, in all cases, with one or more of the companies listed in the aforementioned Appendix.

(4) Within each class of seniority in the Deck Department, the Engine Department and the Steward Department, preference shall be given to all Entry Ratings who are indorsed as Lifeboatman in the United States Merchant Marine by the United States Coast Guard. The provisions of this rule may be waived by the Seafarers Appeals Board in those cases where, in its judgment, undue hardship will result, or where other extenuating circumstances warrant such waiver.

G. If an applicant for the Steward Department Recertification Program or the Deck Department Recertification Program for Bosuns is employed on a vessel in any capacity when he is called to attend such program, such applicant, after his successful completion of the respective Recertification Program, shall have the right to rejoin his vessel in the same capacity on its first arrival in a port of payoff within the continental limits of the United States.

H. The contracting companies recognize that the aforementioned preferences shall obtain notwithstanding any other provision to the contrary contained in these rules.

6. Standby Jobs

Standby jobs shall be shipped in rotation, within each class of seniority rating. No standby shall be permitted to take a regular job on the same vessel unless he returns to the hall and throws in for the regular job. His original shipping card shall be returned to the standby when he reports back to the dispatcher unless it has expired in the interim.

7. Relief

(1) Except for Recertification, when an employed seaman wants time off and secures permission to do so, he shall call the hall and secure a relief. No reliefs shall be furnished for less than four (4) hours or more than three (3) days. The one asking for time off shall be responsible for paying the relief at the regular overtime rate. Reliefs shall be shipped in the same manner as a standby.

This rule shall not apply when replacements are not required by the head of the department concerned.

(2) Any employed seaman who has been called to attend the Steward Department Recertification Program or the Deck Department Recertification Program for Bosuns may be temporarily replaced by a relief man until his successful completion of the respective Recertification Program. The registration card of any such relief man shall remain valid during such relief assignment unless it expires because of the passage of time.

8. Promotions or Transfers Aboard Ship

No seaman shipped under these rules shall accept a promotion or transfer aboard ship unless there is no time or opportunity to dispatch the required man from the Union hall.

9. Change in Seniority

A. Unless otherwise specifically entitled thereto by these rules, all those who possess a class B seniority rating shall be entitled to a class A seniority rating eight (8) years after they commenced to ship regularly with the companies set forth in Appendix A, provided they maintain their class B seniority without break.

B. All those who possess a class C seniority rating shall be entitled to a class B seniority rating two (2) years after they commenced to ship regularly with the companies set forth in Appendix A, provided they maintain their class C seniority rating without break.

C. Shipping with one or more of the companies set forth in Appendix A for at least ninety (90) days each calendar year is necessary to maintain without break a class B or class C seniority rating, subject, however, to rule 3(A). This latter provision shall not operate so as to reduce any seaman's seniority if the requirements therein were not met during the first calendar year in which the seaman commenced to ship but, if not met, the said calendar year shall not be counted insofar as seniority upgrading is concerned.

D. The same provisions as to military service as are contained in rule 1(B) shall be analogously applicable here.

E. In cases where a seaman's shipping employment has been interrupted because of circumstances beyond his control, thereby preventing the accumulation of sufficient seetime to attain eligibility for a higher seniority rating, the Seafarers Appeals Board may, in its sole discretion, grant him such total or partial seniority credit for the time lost, as, again in its sole discretion, it considers warranted in order to prevent undue hardship.

For purposes of Board procedures, whether a matter presented to the Seafarers Appeals Board is an appeal as a result of a dispute over shipping or seniority rights, or is an appeal for the exercise of the Board's discretion, shall be initially determined by the Chairman, who shall thereupon take such administrative steps as are appropriate in connection with this determination, subject, however, to overruling by the body hearing the matter. If the Chairman is overruled, the matter shall be deemed to be a dispute appeal, or a discretionary matter, in accordance with the determination of the said body, and it shall thereupon be subject to disposition under the rules corresponding to the type of case it has thus been determined to be.

The applicant shall, at his election, have a right to be heard in person, but only at the place where the Seafarers Appeals Board is meeting to consider the same. The Chairman shall insure that the applicant shall receive fair notice thereof.

10. Discipline

A. The Union, although under no indemnity obligation, will not ship drunks, dope addicts, and others whose presence aboard ship would constitute a menace or nuisance to the safety and health of the crew. Anyone claiming a wrongful refusal to ship may appeal to the Seafarers Appeals Board, which shall be a board of four (4), two (2) to be selected by the Union, and two (2) by that negotiating committee; representing Employers, known and commonly referred to as the Management Negotiating Committee. This Board shall name a Hearing Committee of two (2) to sit in the port where the refusal to ship takes place, if practicable, and, if not, at the nearest available port where it is practicable. This latter Committee shall arrange for a prompt and fair hearing with proper notice, and shall arrive at a decision, unanimously, to be binding and final. If a unanimous decision cannot be reached, an appeal shall be taken to the Seafarers Appeals Board. Where a specific company is involved in the dispute, a representative thereof must be appointed to the Committee by the Board unless waived by the said company.

B. Where a seaman deliberately fails or refuses to join his ship, or is guilty of misconduct or neglect of duty aboard ship, he may lose his shipping card for up to thirty (30) days. For a second offense, he may lose his card up to sixty (60) days. In especially severe cases, or in case of a third offense, he may lose his shipping card permanently. Before a seaman may lose his shipping card under this sub-paragraph B, a complaint shall be filed, by either the Union or an Employer, with the Chairman of the Board, who shall thereupon name a Hearing Committee, which Committee shall arrange for a prompt and fair hearing thereon, with proper notice. The manner of appointment of the Hearing Committee, and the procedures to be followed by it, shall be those specified in the last paragraph of section 9 (E) and section 10 of these rules and, without limiting the effect of any other provision in these rules, hearings may be conducted, and decisions reached, whether or not the seaman is present. Pending the hearing and decision, the seaman may register and ship in accordance with his appropriate seniority and registration status. Appeals from decisions of the Hearing Committee may be taken to the Board, and shall be mailed by the seaman to the Board within fifteen (15) days after written notification of the Committee's decision. The Board shall have the power to extend this time for good cause. Such appeals shall be heard by the Board at the next regular meeting after receipt thereof, provided the appeal has been received in sufficient time for the Board to give five (5) days' notice of the meeting to the seaman of the time and place of the meeting. Pending any appeal or decision thereon by the Board, the decision of the Hearing Committee shall be effective.

C. The Board of four (4) shall be a permanent body, and each member shall have an alternate. The selection of the alternates, and the removal of members or alternates shall be set forth in the agreements signed by the Union and the Employers. Members of the Board may serve on a Hearing Committee, subject to sub-paragraph A. The Board shall act only if there participates at least one Union member and one Employer member, while the collective strength of each group shall be the same, regardless of the actual number in attendance. The decisions of the Board shall be by unanimous vote, and shall be final and binding, except that, in the event of a tie, the Board shall select an impartial fifth member to resolve the particular issue involved, in which case, a majority vote shall then be final and binding. Where no agreement can be reached as to the identity of the fifth member, application therefor shall be made to the American Arbitration Association, and its rules shall then be followed in reaching a decision.

D. All disputes over seniority, and transportation disputes arising out of seniority rule applications, shall be dealt with in the same manner as disputes over shipping rights.

F. It is the obligation of the one aggrieved to initiate action. No particular form is necessary, except that the complaint must be in writing, set out the facts in sufficient detail to properly identify the condition complained of, and be addressed to the Seafarers Appeals Board, 17 Battery Place, Suite 1930, New York 4, N. Y.

11. Amendments

These rules, including seniority classifications and requirements, may be amended at any time, in accordance with law, contracts between the Union and the employers, and to the extent permitted by law and contract, as aforesaid, by the Seafarers Appeals Board.



Qualified for SIU disability pension last month, Seafarer Al Arnold (left) draws first \$150 benefits check from SIU Welfare Rep. John Dwyer at headquarters. Arnold used to ship in the deck department.

Four SIU Oldtimers Join Pension Ranks



Olson



Cruz



Hathaway

Another four veteran Seafarers can now look forward to a secure retirement as a result of a recent trustee action. The new pensioners represent a combined total of over a century at sea in the engine and steward departments and bring the total number of SIU oldtimers put on pension this year to 81.

The new pensioners are: Carl M. Olson, 71; Juan Cruz, 52; William C. Hathaway, 67, and Jose Pelayo, 68. All qualified for lifetime retirement benefits of \$150 per month. All but Olson are on disability pensions.

Born in Sparta, Wisconsin, Olson is the lone member of the steward department in this latest group of retirees. A veteran of 21 years at sea, Olson became an SIU member in 1948 at New York and presently makes his home in Minneapolis, Minnesota. He last sailed on the John C. (Atlantic Carriers).

A native of Puerto Rico, Cruz sailed in the engine department since joining the Union at San Juan in 1944. After a sea career of over 20 years, he signed off his last ship, the Claiborne (Sea-Land). He'll spend his retirement years at his home in Puerto Rico with his wife Regina.

Born in Massachusetts, Hathaway has been a member of the SIU since 1944 when he joined at New York. A member of the engine department, he has been making his living at sea for 19 years. His last ship was the Alcoa Pilgrim (Alcoa). With his wife Mary, he

will spend his retirement years in Brooklyn, NY.

With a grand total of 45 years of sailing time under his belt, Pelayo's last ship was the Losmar (Calmar). A native of the Philippines, he joined the SIU back in 1938 at Baltimore and also sailed in the engine department. His permanent address will be in Baltimore, where he has a cousin who is listed as next of kin.

Pact Reopener Ups Hotpoint Strike Gains

CHICAGO—Some 2,700 maintenance and production workers of the Hotpoint division of General Electric have received an additional wage increase, increased vacations, holiday pay and other fringe benefits under a contract reopener just negotiated by Local 571 of the Sheet Metal Workers.

The three-year contract calls for another pay boost in April, 1965.

The contract was negotiated under a reopener clause of the agreement signed by Hotpoint and the Sheet Metal Workers last March. The pact followed a three-week strike backed by the SIU and other AFL-CIO unions.

This marked the first union agreement in the firm's 56-year history. Local 571 won a National Labor Relations Board election in May, 1962, but for eight months Hotpoint refused to budge from its original proposals. Faced with this attitude, the union went out on strike in February.

A whirlwind boycott campaign against Hotpoint-GE products and an effective three-week picketline helped dent the company's historic "no concession" policy. Hundreds of members of other AFL-CIO unions, including members of SIU affiliates in this area, joined the picketline or gave their time on Saturdays to distribute "Don't Buy" leaflets to over 500 retail stores in 28 major US cities.

Agreement was finally reached after Federal mediators brought company and union officials together for three days of bargaining and after strikers had begun receiving strike benefits from the Sheet Metal Workers International Association. Benefits were paid to non-members as well as to members by waiver of a clause in the international's constitution.

Fever Hits Islands — Watch Mosquitoes

SAN JUAN—Seafarers stopping at Puerto Rican ports are advised to be on the lookout for mosquitos and to stay away from them if possible. An outbreak of dengue fever is sweeping the island, with over 3,000 cases officially reported last week, and is produced by a virus transmitted by mosquitos.

Dr. Joseph B. Logue, Seafarers Medical Director, reported to the LOG in New York that the disease, with symptoms similar to rheumatism, is seldom fatal. These symptoms include fever and an aching all over the body, and led to the ailment's former name of "breakbone fever."

The best way to avoid the mos-

quitos which transmit the disease is to sleep under a mosquito net, if possible, and to use an insect repellent and an aerosol insecticide to spray living quarters. There is no vaccination effective against dengue fever.

The only way to fight the disease is to eliminate the Aedesegypti mosquito which transmits it. Spraying is presently under way throughout the island. The same mosquito is also a carrier of yellow fever, so the US Public Health Service is urging all shipping and airlines operating to and from the island to take necessary precautions.

The first cases of dengue fever appeared during August in Manati, a town on the north coast. More than 2,000 cases were reported there during the first two weeks of the outbreak. The epidemic then spread to the towns of Ponce and Guayama on the southern coast.

Although only about 3,000 cases have been reported officially, unofficial reports put the number of cases at more than 10,000.

The fever has also been reported in Jamaica and in the surrounding Caribbean area.

SOCIAL SECURITY REPORT

Joseph Volpian, Social Security Director



Social Insurance For The Aged

The cries of "socialized medicine" are still being raised by the organized medical profession against the Kennedy Administration's proposal to finance hospital insurance for the aged under the Social Security System. The words imply something like the system adopted several years ago, and still in effect, in Great Britain—government ownership of hospitals, government employment of physicians and surgeons on a standardized fee-and-salary basis, etc.

But the bill proposed by Sen. Clinton P. Anderson (D-NM) and Rep. Cecil R. King (D-Calif.) contains none of these things, the Administration points out. It suggests that "social insurance," not "socialized medicine," is the proper description. Briefly, the bill would cover the hospital bills of persons over 65, when such bills are likely to be most frequent and most expensive, under one of these three options available to the individual depending on his circumstances.

- Up to 90 days of hospitalization for each illness, with the patient paying the first \$10 a day for at least the first two days but no more than the first nine, or

- Up to 45 days in each illness, at no cost at all to the patient, or

- Up to 180 days of hospitalization in each illness, with the patient paying a total sum equal to 2.5 times the average of one day's confinement cost (estimated at an average total per illness of \$92.50 during 1965-66, the first two years the program would be in effect).

In addition, after a prolonged hospitalization, the patient would be eligible for up to 180 days of care per illness in a recognized nursing home affiliated with a hospital.

Since elderly persons who suffer from chronic conditions do not always require hospitalization, the King-Anderson bill also would provide up to 240 home visits a year by visiting nurses or physical therapists, and would pay the cost, in excess of the first \$20, of outpatient diagnostic services provided by hospitals.

As he has under any insurance program, the patient would have complete freedom of choice of hospital and doctor—in fact, the services of a physician or surgeon are in no way affected or compensated for under the program, which is directed primarily at relieving the chief health cost burden of the aged, hospitalization.

To finance the program, King-Anderson calls for an increase of one-fourth of 1 percent for both the worker and his employer in the contribution rates under the Social Security and Railroad Retirement Systems. The increase would be four-tenths of 1 percent for self-employed individuals. In

addition, the amount of annual earnings against which the contributions are calculated would be increased from the present \$4,800 ceiling to \$5,200.

The Government estimates that 15.6 million persons over 65 will be eligible for these benefits under Social Security or Railroad Retirement if the plan takes effect Jan. 1, 1965. Another 2.4 million aged individuals would have their benefits paid for during a transitional period directly out of Federal revenues. That would leave out about 200,000 elderly persons, but almost all of these are Federal employees or retired Federal employees protected under their own systems.

Because workers would be making Social Security contributions on the first \$5,200 a year of earnings, instead of \$4,800 as now, cash retirement benefits also would be increased for many of them. The maximum benefit levels would increase to \$134 a month for an individual and to \$268 a month for a family, up from the present limits of \$127 and \$254.

The principle of pre-payment by an individual during his working life for health insurance he will need when he is no longer working and is less able to bear the burden of sickness and accident expenses has won growing support among even conservative groups, but not from the American Medical Association. The AMA still insists that the Kerr-Mills Act of 1960 is all that is needed, even though half the states did not have Medical Assistance for the Aged programs in effect under Kerr-Mills by mid-1963.

(Comments and suggestions are invited by this Department and can be submitted to this column in care of the SEAFARERS LOG.)

Shipbuilding

(Continued from page 2)

ship construction through tax relief, beneficial amortization, and all other possible methods to "restore and retain US supremacy on the high seas."

The MTD noted an "ever-increasing" ratio of construction in foreign shipyards by American industry and pointed out that, at the present rate, the Soviet merchant fleet will be twice as large as the US fleet by 1971.

In regard to the state of the nation's economy, the board called for "Government leadership" and bold action in meeting the crisis of unemployment, for a cut in the work week, tax reduction, upping of the minimum wage and other measures which have been advanced in the AFL-CIO legislative program.

The MTD board also expressed opposition to a pending "quality stabilization" bill as a price-fixing measure, and urged the defeat of a number of bills presently before Congress as harmful to domestic shipping.

Moving? Notify SIU, Welfare

Seafarers and SIU families who apply for maternity, hospital or surgical benefits from the Welfare Plan are urged to keep the Union or the Welfare Plan advised of any changes of address while their applications are being processed. Although payments are often made by return mail, changes of address (or illegible return addresses) delay them when checks or "baby bonds" are returned. Those who are moving are advised to notify SIU headquarters or the Welfare Plan, at 17 Battery Place, New York 4, NY.

Editor,
SEAFARERS LOG,
675 Fourth Ave.,
Brooklyn 32, NY

I would like to receive the SEAFARERS LOG—
please put my name on your mailing list.

(Print Information)

NAME

STREET ADDRESS

CITY

ZONE

STATE

TO AVOID DUPLICATION: If you are an old subscriber and have a change of address, please give your former address below:

ADDRESS

CITY

ZONE

STATE

COPE REPORT



AFL-CIO COMMITTEE ON POLITICAL EDUCATION

NAM GIVES BIPAC ALL-OUT SUPPORT. Any doubt that the National Association of Manufacturers is behind the newly-organized Business-Industry Political Action Committee (BIPAC) has been dispelled by the NAM itself. Speaking before the Rotary Club of New York, NAM President W. P. Gullander put his organization definitely on record as intending "to give BIPAC every support and help we legitimately can."

Gullander said that as a first step in its support of BIPAC, the NAM is sending to all its members copies of BIPAC literature. The letter urges them to join BIPAC as individuals and to help enroll other individuals in the companies. He directed that all NAM offices maintain a supply of BIPAC literature and membership application forms and support a nationwide campaign of the NAM Public Affairs Department to support BIPAC.

A spokesman for organized labor at the same time took strong exception to editorials which expressed the view that while labor has long been in politics, business is just now starting to engage in political activity.

In a letter to "The New York Times," Louis Hollander, secretary-treasurer of the New York State AFL-CIO and New York State COPE, called such a view "naive and mistaken" and said that it "does not coincide with the easily ascertainable fact . . . organized industry and business have always been in politics."

Hollander pointed out that "through individual executives and by other channels, big business has made tremendous money contributions to the campaign chest of political candidates, often of both major parties. These contributions have far exceeded the relatively small amounts which COPE has been able to raise."

BOOST, BLAST ON TEST BAN. The AFL-CIO Executive Council has hailed the nuclear test ban treaty as "a first step towards the possible limitation or reduction of nuclear and other weapons of mass destruction" and has urged treaty ratification by the Senate. The Council said the treaty "provides mankind with an opportunity to end the danger of radioactive contamination of the atmosphere by halting those blasts which endanger health and produce genetic damage."

It further stated the treaty can strengthen American efforts "to remove the causes of world tension, to provide a firm foundation for world peace, and to achieve disarmament through strict international inspection and effective control."

Meanwhile, right-wing forces unleashed a multi-megaton barrage against the test ban treaty, trying to frighten the country out of its wits. A full-page ad in a recent edition of the "Washington Post" warned in bold headlines: "National Disaster Impending! Senate Ratification of the Test Ban Treaty Will Destroy Our Country."

The ad was sponsored by the Manion Forum, an outfit which habitually drops its own bombs on the labor movement. It was under the signature of Rear Adm. Chester Ward (Ret.), an old Navy hand who sails out of drydock regularly to deliver a salty word or two at right-wing rallies. Ward views the test ban—as do other rightists—as something subversive, "engineered by a Washington inner circle of pseudo-sophisticated, pseudo-intellectuals . . ." He ignores the fact that the Joint Chiefs of Staff, our top military leaders, have endorsed the treaty.

LABOR ROUND-UP

Strikes at two plants of the Hat Corporation of America have been settled with substantial wage increases and other improvements by the United Hatters, Cap and Millinery Workers Union. The chief objective of the three-week strike, which sought general upgrading of wages, was met by an increase of 40 cents an hour over 3 years for 700 workers at the Winchester, Tenn., plant and a 25-cent boost at Sunbury, Pa., where 400 are employed. Vacation, holiday and pension program improvements were also gained.

Three newspapers in the Florence, Ala., area have been struck by the Memphis Tri-Cities unit of the American Newspaper Guild after eight months of fruitless negotiations. The papers are the "Florence Times" and "Tri-Cities Daily" plants in Florence and the weekly "Standard and Times" in nearby Sheffield. In all three cases, the Guild is seeking a new contract but has met with stubborn ownership resistance. At times there have been as many as 150 pickets on duty representing the Guild unit and other unions.

The Bank of Montreal has made an out-of-court settlement of \$24,794 to M. W. Bluck, an official of the bank for 27 years prior to his

dismissal in October, 1961, during a union organizing drive at the branch in Vancouver. Bluck was president of the Bank Employees Association Local 387, a unit of the Office Employees, when he was discharged. In addition to the settlement, he received \$1,850 in severance pay.

A week-long strike by Local 588 of the United Automobile Workers at Ford's stamping plant in Chicago Heights, Ill., has been settled. The strike, involving some 3,800 workers, for a time threatened a shutdown in other Ford plants. The settlement finally reached included satisfactory disposition of a number of health and safety grievances and appointment by the union of a full-time health and safety representative to help assure proper conditions in the plant.

New Jersey's first experiment in industry-wide bargaining in the food industry has been launched by Retail Store Employees Union Local 1262 in Newark with three of the state's largest independent supermarket chains. Shop-Rite, Food Town and Good Deal chains, comprising 191 individually-owned stores with some 5,000 workers, have agreed to participate in joint negotiations.

'Still Life...'



Debate is a healthy and desirable means in a democracy to legislate the people's needs, but it is not an end in itself. When important programs get stymied or shunted aside as a matter of expediency, the public has a right to holler.

Tax legislation, job programs, civil rights and medical care for the aged are but a few of the pending bills awaiting the pleasure of Congress. Since this has already been a long session in what is considered an "off-year," the future of these measures is much in doubt.

This applies also to a long-range Federal program of aid for domestic and offshore shipping, which is a desperate need in the maritime industry.

Curiously, the only legislation tagged a "must" and rushed through this Congress was the bill passed last month imposing compulsory arbitration on the unions in the railroad work rules dispute. Yet the arbitration panel set by law will not hold its first public hearings until late next week.

The arbitration legislation is thus nothing more than a strike stall, and points up how Congress can be stampeded — but only on this type of issue.

'Doctor Shortage'

The American Medical Association and the US Public Health Service are presently engaged in a debate over the number of physicians in the US and whether the rate of increase is adequate. AMA contends there has been "a dramatic increase" and says there are now 146.7 doctors for every 100,000 Americans.

From figures on infant mortality, which is considered a good gauge of the quality of a nation's medical care, it would seem that the USPHS view is more nearly correct and that there actually is a "doctor shortage."

Citing US infant mortality rates, an AFL-CIO representative told a Senate subcommittee recently that in 1962 the US slipped from 10th to 11th place in infant mortality rates among countries with populations of more than 300,000. He pointed-out that since 1950, five countries with infant death rates lower

than the US cut these rates another 20 to 40 percent, while the reduction in the US has only been about 13 percent.

"When we in the United States, with the ability to provide a quality of medical care that is surpassed nowhere in the world, lag behind ten other nations in this way, it is perfectly clear that not all Americans are receiving the benefits of the excellent care that the medical profession of this country is able to provide," he added.

The statistical debate on this issue will not solve the problem, but it does highlight a serious national issue. And while Congress has not moved forward on many other questions, it should be noted that it has just adopted a medical education bill. Approved by the Senate last week, this is at long last a step in the right direction.

'New Shell Game'

Most rackets traditionally prey on the poor and uneducated, who can least afford to be the victims of such illegal schemes.

However, an interesting twist is reported in New York, where a new racket is proving that tough, hard-headed business executives are easier to take than anyone, providing you have the right come-on.

The New York City Better Business Bureau has found that top business executives are being victimized by what might be termed an "award mill." These rigged awards are given to businessmen who find that receiving an award, any award, is an ego-boosting victory proving their worth, importance and superiority over their fellows.

In most cases the award is strictly phony, with no competition at all. Our man next finds that he and his friends are paying \$500-a-table for an "award" banquet.

In one case the BBB reported, there actually were judges—a housewife, a plumber and a taxi driver. All of them were probably "experts" in their own specialties though it's likely that the business exec whom they tagged for an award didn't know who they were, and cared even less. The criteria on which they based their decision was not indicated.

SIU ARRIVALS and DEPARTURES

The deaths of the following Seafarers have been reported to the Seafarers Welfare plan and a total of \$22,000 in benefits was paid (any apparent delay in payment of claim is normally due to late filing, lack of a beneficiary card or necessary litigation for the disposition of estates):

Arthur R. Swanton, 42; Brother Swanton drowned in an accident in India on November 26, 1962. He had shipped with the SIU in the steward department since 1961. Surviving is his wife, Mrs. Yvonne Swanton, of New Orleans, La. Burial was at Kharirohar Christian Cemetery, Kandla, India. Total benefits: \$4,000.



to Brother Thaxton on December 18, 1962 at the USPHS Hospital, New Orleans, La. He had shipped with the SIU in the deck department from 1939 until he went on pension in 1958. His wife, Meta Thaxton, of Arima, Trinidad, survives. Burial was at Metairie Cemetery, New Orleans. Total benefits: \$4,000.



on August 9, 1963 at the USPHS Hospital, Seattle, Wash. He had sailed in the engine department with the SIU since 1950. Surviving is his sister, Mrs. Catherine M. Blom, Seattle. Burial was at Calvary Cemetery, Seattle. Total benefits: \$4,000.



Ernest L. Waters, 65; Brother Waters died of natural causes on August 18, 1963 at St. Vincent's Hospital, New York, NY. He began shipping with the SIU in the engine department in 1944 and had been on pension since October, 1962. Surviving is a friend, J. Parten. Burial was at Cypress Hills Cemetery, Brooklyn, NY. Total benefits: \$1,000.



Charles O. Lynsky, 43; Brother Lynsky was lost at sea while aboard the SS San Marino on November 24, 1962. He had sailed with the SIU in the deck department since 1945. Surviving is his mother, Mrs. Harriet Lynsky, of North Hollywood, Calif. Total benefits: \$4,000.



William A. Kemmerer, 88; A heart condition caused the death of Brother Kemmerer at his home in Baltimore, Md., on August 14, 1963. He began shipping with the SIU in the steward department in 1939 and had been on pension since 1953. Surviving is a friend, Mrs. J. Harps, of Baltimore. Parkwood Cemetery, Baltimore, was the place of burial. Total benefits: \$1,000.



Gerald L. Thaxton, 55; A lung ailment was the cause of death

Charles M. Deemer, 59; Brother Deemer died of a cardiac ailment

All of the following SIU families have received a \$200 maternity benefit, plus a \$25 bond from the Union in the baby's name, representing a total of \$2,400 in maternity benefits and a maturity value of \$300 in bonds.

Jean Elizabeth Coxwell, born July 17, 1963, to Seafarer and Mrs. Rex E. Coxwell, Mobile, Ala.

1963, to Seafarer and Mrs. Jackie Peterson, River Rouge, Mich.

Michael P. Whalen, born July 18, 1963, to Seafarer and Mrs. Paul Whalen, Huntington, Beach, Calif.

Ronald Bullard, born July 12, 1963, to Seafarer and Mrs. Warren Bullard, Philadelphia, Pa.

Renee Marie Nelson, born July 3, 1963, to Seafarer and Mrs. James R. Nelson, Frankfort, Mich.

Terrie Lynn Veillon, born July 9, 1963, to Seafarer and Mrs. Herman Veillon, Lake Charles, La.

Marciel Ranles Townsend, born August 8, 1963, to Seafarer and Mrs. Joseph E. Townsend, Pennsylvania, NJ.

Rufino Garray, born August 24, 1963, to Seafarer and Mrs. Rufino Garray, Sr., Brooklyn, NY.

Eileen O. Kuchnicki, born July 31, 1963, to Seafarer and Mrs. James Kuchnicki, Alpena, Mich.

Clarence Horchins, Jr., born August 12, 1963, to Seafarer and Mrs. Clarence Horchins, Axton, Va.

David Peterson, born August 8,

William and Wade Freeman, born July 16, 1963, to Seafarer and Mrs. Benjamin Freeman, Brockton, Mass.

SEAFARERS in DRYDOCK

- USPHS HOSPITAL
STATEN ISLAND, New York
- | | |
|-------------------|-------------------|
| Corneel Ameltnick | Gust Liskos |
| Benny Calloriana | Frank Liro |
| Anthony Caramas | Antonio Longueira |
| Camiel Caus | Harry MacDonald |
| Edward Conway | James MacCrea |
| H. L. Crabtree | Carlos Matt |
| Serge Daultian | Wilbur Nicklaus |
| Well Denny | George O'Rourke |
| Jose Espanol | George Piliaris |
| Alexandro Eusebio | Philip Pron |
| Richard Peddern | Tomas Ramirez |
| Charles Ferial | Pedro Reyes |
| Dan Gemelner | Joe Scully |
| John Gibbons | James Sherlock |
| Robert Godwin | James Shiber |
| Juan Gonzales | Morris Siegel |
| Edwin Harriman | Walter Sikorski |
| Richard Haskin | Mmanuel Silva |
| Thomas Hickey | John Sovich |
| Galvin Jones | Thomas Stratford |
| Carl Kendall | Lester Sturtevant |
| William King | Les Summers |
| Philip Korol | John Szczepanski |
| Jesus Landron | Miguel Tirado |
| B. Lerwick | Julian Wilson |

- USPHS HOSPITAL
BRIGHTON, MASS.
- | | |
|------------------|----------------|
| Vin. Chamberlain | William Powers |
| John Fortune | Joseph Thomas |
| Raymond Perry | |
- USPHS HOSPITAL
SAN FRANCISCO, CALIFORNIA
- | | |
|------------------|-------------------|
| Colon Boutwell | Daniel Hutto |
| Riley Carey | George Richardson |
| William Chadburn | Irines Roble |
| C. T. Connell | H. Shellenberger |
| Sixto Escobar | William Walton |
- USPHS HOSPITAL
SAVANNAH, GEORGIA
- | | |
|--------------------|-----------------|
| E. Anderson | Charles Tallman |
| Robert Christensen | C. W. Thompson |
| B. E. Stockman | |
- USPHS HOSPITAL
FORT WORTH, TEXAS
- | | |
|------------------|---------------|
| Gerald Algerson | Thomas Leahy |
| Benjamin Deliber | George McKnew |
| Adrian Duracher | Max Otson |
| Abe Gordon | |
- SAILORS' SNUG HARBOR
STATEN ISLAND, NEW YORK
- | | |
|-------------------|----------------|
| Daniel Gorman | Thomas Isaksen |
| Alberto Gutierrez | William Kenny |
- MOUNT WILSON STATE HOSPITAL
MOUNT WILSON, MARYLAND
- | | |
|------------------|--|
| Charles Ackerman | |
|------------------|--|
- VA HOSPITAL
JACKSON, MISSISSIPPI
- | | |
|---------------|--|
| Harry Luzader | |
|---------------|--|
- USPHS HOSPITAL
MEMPHIS, TENNESSEE
- | | |
|-------------|--|
| James McGee | |
|-------------|--|
- PINE CREST HAVEN
COVINGTON, LOUISIANA
- | | |
|--------------|--|
| Frank Martin | |
|--------------|--|
- VA HOSPITAL
NORTHAMPTON, MASS.
- | | |
|-----------------|--|
| Maurice Roberts | |
|-----------------|--|
- US SOLDIERS' HOME
WASHINGTON, DC
- | | |
|-----------------|--|
| Wil. H. Thomson | |
|-----------------|--|
- USPHS HOSPITAL
BALTIMORE, MARYLAND
- | | |
|-------------------|------------------|
| Benigno Abad | William Lane |
| Robert Adams | Gustaus Loeffler |
| Rendley Beaven | Stanley Lowery |
| Joseph Bush | Max Marcus |
| Clifford Brissett | Robert Moylan |
| Sidney Day | Roy Newbury |
| Carroll Fickett | Chester Rakowski |
| Joseph Gibbons | Jack Sanders |
| Eugene Greux | John Shannon |
| Wilbert Hughes | Carl Smith |
| Carl Jupit | James Stansell |
| Vernon Keene | Opie Wall |
| Ira Kilgore | |

Get Certificate Before Leaving

Seafarers are advised to secure a master's certificate at all times when they become ill or injured aboard ship. The right to demand a master's certificate verifying illness or injury aboard a vessel is guaranteed by law.

Octave S. Bourgeois, 65; Brother Bourgeois passed away due to a heart condition on July 15, 1963 at the USPHS Hospital, New Orleans, La. He had been shipping since 1947 with the SIU in the steward department. A brother, Richard Bourgeois, of New Orleans, survives. Burial was at Greenwood Cemetery, New Orleans. Total benefits: \$4,000.



NMU's Unity Isn't For Him

To the Editor:

While reading an editorial in the LOG (July 12) pertaining to the president of the National Maritime Union and his program of unity for the US merchant marine, I sure had a good laugh.

For the past 18 years the NMU president has never done anything about a unity program. But from the time the president of the SIU was first elected as secretary-treasurer and head of the SIU, he has showed interest in seamen of the universe. He proved it by organizing the Canadian seamen at a very high cost.

So far as we know, the NMU president tried to invade and take over the Robin Line and deprive our union of jobs and ships.

Does the president of the NMU want to use the tactics of Joseph Stalin in his unity program, as Stalin did in organizing the Baltic and central European nations? As Stalin annexed 30,000 square miles of Poland, so does the NMU want to annex the Robin Line and put SIU seamen on the sidewalk.

Does the president of the NMU think that SIU seamen are a bunch of fools to read

and believe his propaganda? I remember how the NMU president relieved alien seamen of their union books after the general strike in 1946. Now he has the nerve to preach unity.

The action of relieving alien seamen of their books and jobs will never happen in the SIU. I was one of the aliens and have not lost my job or book under any program in the SIU.

When the president of the NMU is ready for his program

of unity for seamen, he should let us know. I can tell him how to unite the American seamen and I'm sure that anyone will agree with me except the NMU president.

Frank Szwestka

LETTERS To The Editor

All letters to the Editor for publication in the SEAFARERS LOG must be signed by the writer. Names will be withheld upon request.

of unity for seamen, he should let us know. I can tell him how to unite the American seamen and I'm sure that anyone will agree with me except the NMU president.

Frank Szwestka

Welfare Plan Help Praised

To the Editor:

I wish to take this time to express my deepest thanks and

appreciation to the Seafarers Welfare Plan and the SIU for the all-out efforts and cooperation received during my unfortunate illness here in San Francisco.

I paid off the Penn Exporter (Penn Export) at Pascagoula, Miss., on March 27 and was stricken with a severe sore throat on March 29. I checked into the hospital at Galveston, and was told they no longer had a throat clinic there, but I would have to go to another hospital that did.

I had to have a laryngeal pathology and my records were at the San Francisco hospital.

When I went there, they found I had a cancer of the vocal cord and had to have treatment of a prolonged nature and x-ray therapy. While I was there the SIU Welfare Plan took care of everything right through to August 7. I have since shipped out on the Diana B. (Conestoga Carriers).

I especially want to thank our SIU officials at the San Francisco hall for their fine and unselfish attitude in helping me. I'm mighty glad I belong to such a union as the Seafarers International Union that really goes all-out in its efforts to give its members the best that can be obtained.

William T. Langford

NEW

EVERY THREE MONTHS

If any SIU ship has no library or needs a new supply of books, contact any SIU hall.

YOUR SIU SHIP'S LIBRARY

Overhaul at Sea

Safety practices are one of the subjects of the moment aboard the Yaka (Waterman). Both L. A. Forgeron, bosun, and Steve Krkovich, engineroom safety delegate, have called attention to a practice in port that spells danger both for crewmembers and for dock workers handling ship's cargo.

The bosun reported that the stevedores, after trimming cargo gear, leave the guy-lines all over the deck instead of making them up, and this is causing a hazard for the ollers who have to grease winches. Forgeron said the midship guy-lines had also been burned by steam lines, although he and the deck gang make up the guys three or four times a day. He suggested that the stevedores be advised about this practice, since it also represents problems for them

when the guy lines get heated up on the steam pipes.

A report from the Overseas Eva (Maritime Overseas), where Paul L. Whitlow is ship's delegate, notes that there's no shortage of food aboard and plenty of stores to get home with except for fresh provisions. However, a word of caution is offered to the anglers on the ship, who apparently have been dipping into the night lunch now and then when they run out



Krkovich



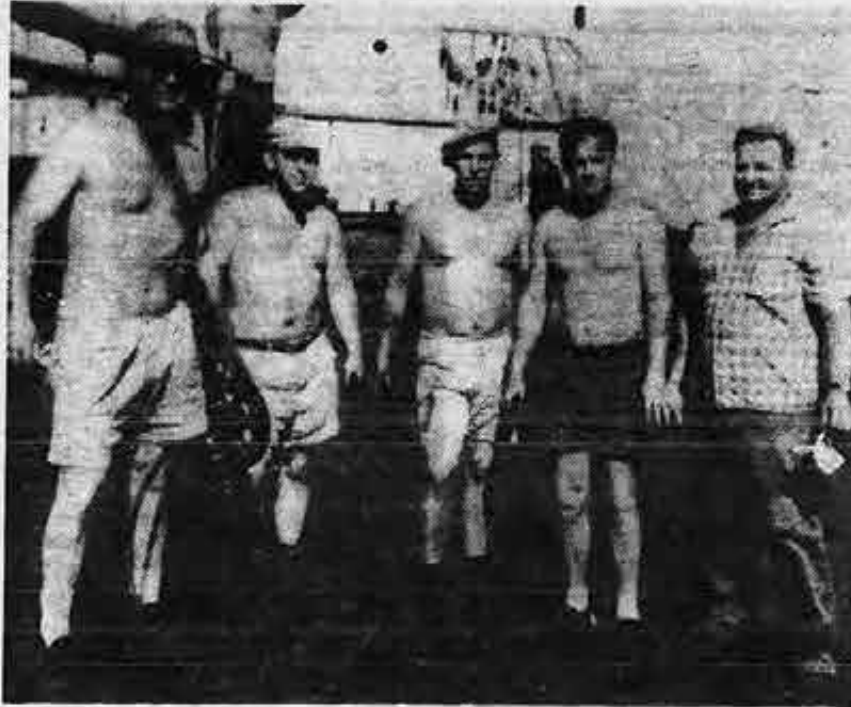
Birmingham

of other forms of bait. The fishermen are reminded that the night lunch is put out for the crew to eat—not for the fish.

The crew on the Lucile Bloomfield (Bloomfield) forwards the renewed suggestion that each Seafarer's blood type be noted on his clinic card as a possible means of saving a life some time in the future. The discussion at the ship's meeting, with Nils C. Beck as chairman and William Birmingham serving as secretary, centered on the point that the extra notation would take very little time when each man renews his card but getting the information could be time-consuming in an emergency.

Where and when is the best time to show movies on the ship was a featured topic at the last meeting on the Steel Worker (Isthmian), and no solution to the dilemma has come forth yet. The way things work now, there are always a few hands who miss the movie, so the gang is still trying to figure out a way to keep the "no-shows" to a minimum.

Ashore now, Seafarer John W. Kelsoe sends a note of thanks to the captain and SIU crewmembers



Overhaul time for the Josefina (Liberty Navigation) on an India run finds some of the deck gang all dressed up for the job under a hot sun. Pictured (l-r) are Bill Clement, AB and deck delegate; G. M. Fletcher, OS; B. C. Jordan, AB; T. L. Browning, OS, and J. B. Dixon, bosun. The crew says the Josefina is an "okay" ship—slow, but a good feeder. Photo submitted by G. Masterson.

'Sea Life'

— By Jim Mates



"There, that ought to be Seaweed's last complaint about not enough hot sauce in the chile. . ."

On the Jean Lafitte (Waterman) wherever they happen to be. Kelsoe said he would like to express his appreciation to all hands "for the kindness shown me in my time of trouble." Thank you all, he adds, "from the bottom on of my heart for the generosity expressed in financial support and other aid when I was in need."

On the Coeur D'Alene Victory (Victory), life was just one big bed of roses for all hands the day before they were set to pay off in

Seattle last month. The skipper sent down a note of thanks to the steward department for doing a good job on the feeding, and all hands at the ship's meeting on the eve of payoff voted themselves a round of "thank-you's" for "making the trip a pleasure." Even the mailing service on the LOG was good this trip, they added. R. Sirois was chairman of the festive gathering and G. Lathrop served as secretary.

SEATRAN NEW JERSEY (Seatrains), Aug. 17—Chairman, J. Acy; Secretary, Fred B. Kritzier. All repairs are being taken care of except some minor ones. \$27.94 in ship's fund. Checker champion F. Kritzier reports that he is ready to face the best talent on his scheduled checker championship for the Gulf Coast over the Labor Day weekend.

HASTINGS (Waterman), August 7—Chairman, Robert Wurtler; Secretary, John Wells. Ship's delegate reported that several matters of concern regarding the 1st assistant engineer will be taken up with the patrolman. Some disputed OT in the deck and engine departments. \$13.06 in ship's fund. Crewmembers requested to

TRANSHATTERAS (Hudson Waterways), Aug. 14—Chairman, E. Lynch; Secretary, P. S. Molt. Ship's delegate read communication from headquarters regarding men not receiving medical attention at Suez Canal. No clarification given on men not being able to have shore leave at Chittigong and Bahrein. Disputed OT in deck and engine departments. Discussion on repairs especially on messhall chairs. Vote of thanks to the steward department.

ALCOA MASTER (Alcoa), Aug. 11—Chairman, E. C. Bell; Secretary, L. F. Drew. Ship's delegate reported that most of the repairs have been taken care of. Some disputed OT in deck and engine departments. Motion to scrap milk plan or get fresh milk. Motion to ask for awning over poop deck. Washing machine for crew is not repairable and should be replaced. Men going to doctor asked to pay their own transportation and they will be reimbursed later. Ship's fund to be started.

DIGEST of SIU SHIP MEETINGS

clean washing machine and turn it off after use.

WACOSTA (Waterman), August 18—Chairman, Ramon Ferrera; Secretary, Ramon Irizarry. Harvey L. Graham was elected to serve as ship's delegate. Some disputed cargo OT in engine department. Discussion on having cluster light installed in the after house so that the crew can see better going aft when there is cargo on deck. Request that door in crew's toilet be removed to make more room.

WALTER RICE (Reynolds Metals), Aug. 18—Chairman, H. Huston; Secretary, R. Bunner. Brother Bunner resigned as ship's delegate after serving for six months, and a vote of thanks was extended to him for a job well done. J. Jelletie was elected to serve in his place. A vote of thanks by the steward department to 12-4 and 4-8 deck watches for cleaning messroom and lounge in the mornings. Suggestion that when negotiating new contracts for the various types of ships, a uniform manning scale be adopted for all three departments.

COTTONWOOD CREEK—(Bulk Transport), July 26—Chairman, J. E. Collins; Secretary, A. T. Gerber. One man left in hospital in Calcutta, India. Matter of no mail being received will be taken up with patrolman. \$15.00 in ship's fund. Motion that new crew not sign on until all repairs are taken care of. Water is rusty. Ship to be fumigated.

ROBIN LOCKSLEY (Robin), Sept. 1—Chairman, Paul McNabb; Secretary, Sidney Garner. \$11.00 in ship's fund. Some disputed OT in deck and engine departments. Some beefs about food having no taste and meats being overcooked most of the time. This ship has a fresh milk pool at \$3.00 a chance. Milk put aboard is never used, as fresh milk is available in all ports including Africa. Vote of thanks given to messmen for good service.

ANTINOUS (Waterman), Aug. 11—Chairman, William O'Connor; Secretary, J. P. Balliday. One man hospitalized in Korea and one in Okinawa. Both men doing fairly well. Ship's delegate reported that men who did not get their transportation money to San Francisco will get it at payoff of this voyage. \$10.00 in ship's fund. Motion to change 60-day shipping rule to a 90-day rule in order for these men to collect vacation checks. Suggestion made to order an automatic clothes dryer. Suggestion made to have patrolman check the stopchest before sign-on.

PRODUCER (Marine Bulk Carriers), June 8—Chairman, E. B. Hardcastle; Secretary, C. R. West. Ship's delegate reported that he contacted the captain regarding draws in foreign ports. Captain said he will give as much money as he can. One man left ship at sailing time and his name will be given to patrolman on arriving in States. No repairs made in engine department that appeared on repair list. Everything running smoothly with no beefs. All departments working together.

COUNCIL GROVE (Waterman), Aug. 15—Chairman, Ted Weems; Secretary, C. O. Lee. No beefs reported by department delegates. Discussion regarding retirement plan for men with 20 years SIU time. C. O. Lee was elected to serve as ship's delegate. Crew asked to bring cups back to pantry.

STEEL EXECUTIVE (Isthmian), Aug. 11—Chairman, C. Lawson; Secretary, Bill Stark. Ship sailed short one oiler from New Orleans. Letter received from oiler with instructions for disposal of gear. Messman hospitalized in Panama Canal. Engineer is working on movie projector and will try to put it in working condition. \$25.05 in ship's fund. No beefs reported by department delegates. Motion to contact port steward asking that ship be supplied with 25-pound sacks of sugar instead of 100-pound sacks. Crew requested to dress properly coming into messroom. Vote of thanks to ship's delegate for good job. Steward thanks brothers for fine cooperation on linen issues.

SIU Youngster Helps Win Title

Some of the major league teams may still be fighting it out for the top spots in the 1963 baseball standings, but in the Bath (Maine) Little League, the issue is all settled. The latest sporting news out of the shipbuilding city, Seafarer Allan E. (Honest Al) Whitmer proudly reports, is that the South End PTA nine has taken the championship hands down.

The South End squad is comprised of youngsters coached by fathers from the local parent-teachers group and includes young Alan Whitmer II, better known as "Tex," who is a seasoned diamond veteran at the ripe old age of 9. "Tex" and his team-mates are

pictured below in a group photo marking the championship.

Easily winning the title, the team piled up a regular season record of 15 straight wins, and then took two out of three games in a post-season playoff. As a result, the South End PTA's compiled a win score of 17 games out of 18. That's a lot of baseball in anybody's league.

Young "Tex" occupied an infield slot in the championship team and easily gained his nickname from the time the family lived in the Port of Galveston, where he was born on June 9, 1954.

Whitmer also has a daughter, Alana, 10, and has been shipping with the SIU in the deck gang since 1944. His last ship was the Penn Carrier (Penntrans).



Young Alan (Tex) Whitmer, son of Seafarer Al Whitmer, is shown in foreground (3rd from left) with team-mates and coaches of the winning team.

Kandla High-Spots —Camels 'n' Bikes

Ten days in the Indian port of Kandla are not exactly a tourist's dream, writes Seafarer Henry W. Abel from the Santore (Marven), but the boys are making the most of the meager entertainments available.

He said the wonderful weather and seas on the way over from the US were balanced by windy and stormy weather on the Arabian Sea during the home-bound trip, but at least this made for some excitement. "Not too much can be said for the Port of Kandla," ship's delegate Abel reports, "as it is a new and small port, located in the salt flats of India on the Gulf of Cutch."

The location is about midway between Bombay, India, and Karachi, Pakistan.

"You cannot get a decent drink of water there, much less anything else to drink or eat. No seaman's club, no movies and, in fact, no means of entertainment or recreation whatsoever other than bicycle riding and camel riding." Abel tried the camel ride (photo right), but he didn't say whether he gave the bikes a whirl too.

The Santore was heading back to the Gulf on August 29 at the time he wrote to the LOG and mailed his travelogue from Port Said. The ship originally loaded grain at Destrahan, La., on July 23, and arrived there August 19.

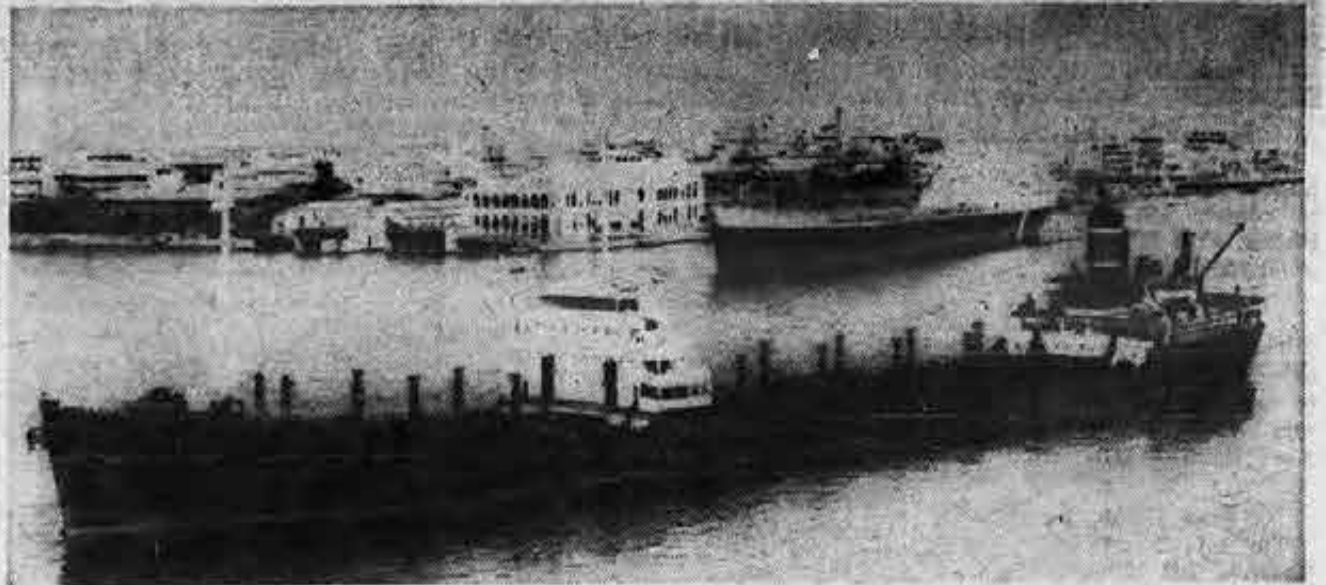
"Just to keep the record straight, I wish to state that this is a good ship, good crew and there's plenty of overtime for all departments. Special commendation can be ex-

tended to Capt. Victor Ryan and chief officer Edwards for trying their best to keep the crew happy in Kandla," he added.

A vote of thanks also goes to James Ahern, bosun, for his efforts, Abel said.



Ship's delegate Henry W. Abel gives camel a whirl in Kandla, India. Or was it the other way around?



Entering Port Said and the Suez Canal on the way south to Aden, SIU-manned Santore (Marven) eventually wound up in Kandla, India, to discharge US grain for ten days. She's home-bound now, and is due back in the Gulf soon to take on another cargo of grain. The vessel in the background is an unidentified tanker that was in Port Said at the time.

MANKATO VICTORY (Victory Carriers), July 21—Chairman, J. Flower; Secretary, R. Hernandez. Captain promised to try and fix galley range as soon as ship gets to an American port. \$6.89 in ship's fund. Motion to suggest to negotiating committee a plan to eliminate present pay system and to have wages based on a day-by-day system instead of the 30-calendar day, plus a substantial pay increase across the board. Crew wants to discontinue the practice of back-dating articles. A time limit of about two or three days should be set and these rules should be effective in every American port. Vote of thanks to the steward department for a job well done.

ALMENA (Marine Carriers), July 14—Chairman, E. S. Riviere; Secretary, L. P. Hagmann. \$9.00 in ship's fund. G. T. Bacon was elected to serve as ship's delegate. Request for new washing machine since the present one is not the heavy-duty type. Steward to order same. Ship's delegate to see the chief engineer about rusty condition of wash water.

HUDSON (Victory Transport), July 28—Chairman, James Lee; Secretary, R. Vioria. No beefs reported by department delegates. E. L. Thompson was elected to serve as ship's delegate. Vote of thanks to the steward department for good food.

AFONDRIA (Waterman), Aug. 4—Chairman, R. Ransome; Secretary, H. Ridgeway. Motion to have negotiating committee take up the matter of a reduction in travel fares for Seafarers and their families. Other transportation companies move their employees free or for half fare. Vote of thanks given to steward department for a job well done. Crew asked to turn in all keys at payoff and to leave rooms clean.

LOS ANGELES (Sea-Land), Aug. 11—Chairman, Jasper Anderson; Secretary, Eddie Bonafont. Ship's delegate reported everything running fine. Some disputed OT in deck department to be taken up with boarding patrolman.

BEAUREGARD (Sea-Land), Aug. 11—Chairman, Rocco Matrangolo; Secretary, Jon Smith. All men requested to be back at ship one hour before sailing time. No beefs reported by department delegates. Contribution requested for TV fund. Crew asked to keep messhall clean when watching TV. Men going to pantry must be properly dressed.

OCEAN DINNY (Maritime Overseas), July 27—Chairman, Bill Horne; Secretary, W. J. Stephens. \$20.00 in ship's fund. Suggestion that something be done about securing a new washing machine and to see about providing ship with sufficient amount of ice. Suggestion that SIU Food Committee board ship to investigate feeding system and food. Motion that at the next headquarters meeting, a committee of rank-and-file bookmembers with 90 days shipping time this year be elected to study for two weeks ways and means to pay a pension based on 20 years SIU membership at rate of \$300.00 per month. Its recommendations should be published in the LOG, and the negotiating committee should act on them during the following 90 days.

JOSEFINA (Liberty Navigation), April 26—Chairman, Herb Knowles; Secretary, D. Simmons. No beefs reported. Everything running smoothly. Vote of thanks to steward department. Chief steward doing night cook and baker's duties along with his regular duties. Job is well done.

SEATRAN SAVANNAH (Seatrains), Aug. 18—Chairman, M. Santiago; Secretary, F. M. Jennings. No beefs reported by department delegates. Discussion about seeing the patrolman regarding discussion favoring raise in pay, pension and welfare benefits.

ROBIN GOODFELLOW (Robin), July 26—Chairman, none; Secretary, none. \$15.00 in ship's fund. No beefs re-

DIGEST of SIU SHIP MEETINGS

ported. Discussion on food plan and request that fresh vegetables be purchased in next port.

SEATRAN GEORGIA (Seatrains), Aug. 17—Chairman, Sven Stockmar; Secretary, Joseph Shibliki. Messroom and galley were painted. New ice box received. \$16.40 in ship's fund. No beefs reported. Steward department doing a wonderful job.

FAIRLAND (Sea-Land), Aug. 18—Chairman, Lawrence Conficello; Secretary, Pedro Del Valle. Everything is running smoothly. William Briggs elected to serve as ship's delegate. Suggestion that fresh bread be purchased in ports of call instead of storing for the whole trip in one port.

COEUR D'ALENE VICTORY (Victory Carriers), Aug. 18—Chairman, R. Sirois; Secretary, G. Lothrop. Ship's delegate reported that the mail situation will be taken up with the company. Captain extended vote of thanks to the steward department for a job well done. \$5.16 in ship's fund. Vote of thanks to entire crew for making the trip a pleasure. Very good cooperation from officers. Captain regrets the vessel is laying up as he wished to have this crew again. Resolution sent to headquarters regarding increase in OT rates.

OLGA (Marine Managers), Aug. 25—Chairman, Quinlivan; Secretary, A. H. Reasko. Jack Hall was elected to serve as ship's delegate. \$13.00 in ship's fund. Deck department having trouble with the chief mate who is not cooperating with the bosun and the deck department. Beef about washing machine that is always breaking down. Motion made to get a new washing machine before sailing from Montreal. Contact Union hall or seamen's home for a ship's library.

PENN VANGUARD (Penn Shipping), Aug. 25—Chairman, Billy Lynne; Secretary, Robert McNeil. James R. Kirchner was elected to serve as ship's delegate. Nothing done regard-

ing a new washing machine as the one on board is not working. Ship's delegate to see captain regarding same.

FLORIDA STATE (Everglades), Aug. 16—Chairman, Raymond Kaduck; Secretary, Antoni Gonzalez. \$15.20 in ship's fund. Motion made that any SIU member be entitled to retire with pension after 20 years Union time regardless of age. Suggestion made that crew be paid in full at payoff, including wages and OT.

STEEL AGE (Isthmian), Aug. 11—Chairman, J. Arnold; Secretary, E. W. Goulding. Everything running smoothly. \$11.52 in ship's fund. Crewmembers requested not to wear shorts or briefs in messroom or pantry. Vote of thanks to the steward department.

CITIES SERVICE NORFOLK (Cities Service), Sept. 3—Chairman, N. Sanchez; Secretary, P. T. Gazic. No beefs reported. Motion made that Food Plan check on the feeding condition of Cities Service ships. Donation of \$306.00 was taken up by crew and officers for the widow of Harry East who was killed in an explosion aboard the Cities Service Norfolk.

SHORT HILLS (Waterman), Aug. 11—Chairman, Joseph B. Arcio; Secretary, none. No beefs reported by department delegates. Joseph Arcio was elected to serve as ship's delegate. Vote of thanks to steward department. All hands agree that fresh vegetables should not be obtained in Pakistan because of the poor quality. Natives should be prevented from entering crew's quarters and house. Suggestion made that headquarters inquire in the matter of crewmembers forced to pay Alabama tax (which is deducted from payroll), even though they are not residents of that state.

ELIZABETHPORT (Sea-Land), Aug. 25—Chairman, R. Henninger; Secretary, W. W. Bickford. All repairs and painting taken care of. Captain to divide passenger OT five ways. \$2.06 in ship's fund. Discussion about ventilators for crew quarters. Vote of thanks to steward and cooks for good chow.

SAN FRANCISCO (Sea-Land), Sept. 9—Chairman, P. M. Rivero; Secretary, J. Henault. \$11.60 in ship's fund. No beefs reported. Requested men to stop coming into messhall in their underwear. Vote of thanks to the steward department. This is a good ship. It seems that this ship is one of the best in the fleet.

MORNING LIGHT (Waterman), Aug. 25—Chairman, C. Oglesby; Secretary, W. E. Morse. Ship's delegate reported everything is okay. All repairs were taken care of except new coffee urn which was to be put aboard in Baltimore. \$9.80 in ship's fund. L. Hopkins elected to serve as new ship's delegate. C. Lee, previous ship's delegate, was commended with a vote of thanks.

ROBIN LOCKSLEY (Robin), June 27—Chairman, Paul McNabb; Secretary, Sidney Garner. Wilson Torres was elected to serve as ship's delegate. \$13.00 in ship's fund. No beefs reported by department delegates. Crew asked to return all books to library.

Praise For Stewards, Cooks

'Yes, She's A Feeder!'

Letters, ship's minutes and other reports keep coming to the LOG regularly on ships that rank tops in the culinary department—where the rest of the gang expresses special appreciation for extra efforts in feeding and service by the steward department in the course of a voyage.

Comments about some of the ships cited in the past few weeks include the following, without quotes:

Seatrains Georgia (Seatrains): Steward department doing a wonderful job . . . Plenty of drinks available at mealtime . . . **Del Rio** (Delta): Everything running smooth; no beefs in any department. Thanks to galley crew and messmen for job well done . . . **Bienville** (Sea-Land): Vote of thanks to stewards for well-prepared food and good service.

Zephyrhills (Pan American): Steward department doing an excellent job . . . **Taddei Victory** (Consolidated Mariners): Baker given vote of thanks for good job as flour was not up to par . . . **Steel Vendor** (Isthmian): Chief baker doing a fine job on here.

Elizabethport (Sea-Land): Vote of thanks to stewards and cooks

for good chow . . . Crew pantry and messhall is much cleaner this trip and service is much better . . .

Morning Light (Waterman): Vote of thanks for job done by steward department . . . **Steel Age** (Isthmian): A rising vote of thanks to the steward department moved by J. Arnold and adopted. Arnold is deck delegate . . . **Alcoa Roamer** (Alcoa): Thanks voted to steward department on food and service.

Marine (US Shipping): Job well done by stewards. Special vote of thanks was unanimous . . .

Josefina (Liberty Navigation): Job well done by chief steward, who is handling night cook and baker's duties plus his own. Thanks to all for good food, menus and service . . .

Short Hills (Waterman): Crew in good shape . . . Vote of thanks to steward department.

Polomac (Empire Transport), **Steel Designer** (Isthmian), **San Francisco** (Sea-Land), and many more: VOTE OF THANKS FOR THE STEWARD DEPARTMENT.



PERSONALS and NOTICES

Howard K. Pierce, P-287
The above-named or anyone knowing his whereabouts is asked to contact his wife, Helen M. Pierce, 4216 Magee Ave., Philadelphia 35, Pa.

Leslie J. Brillhart
The above-named or anyone knowing his whereabouts is asked to get in touch with his mother, Mrs. J. H. Riley, 342 Montclair Ave., San Antonio, Texas.

Juan Colon, Z-133876
The above-named or anyone knowing his present whereabouts is asked to contact his wife, Mercedes Colon, Apt. 1A, 425 East 102 St., New York 29, NY.

Jerome Smith
You are asked to get in touch with the "Gooli Boosie" at Houston, Texas. Uncle Mill.

Jay C. Steele
Get in touch with David D. Plater, 420 Hibernia Bank Building,

New Orleans 12, La., or telephone 522-9924.

Ex-SS Coe Victory
Viggo (Tex) Sorensen would like to get in touch as soon as possible

Lloyds Still Going Strong

LONDON — Despite the depressed state of British and world shipping, the venerable old firm of marine insurers, Lloyds of London, continues to show expanding profits.

For the three years beginning in 1960 until the end of 1962, total premium and other income from all types of insurance transactions amounted to 351.6 million pounds, an increase of almost 25 million pounds over the previous high in 1959, the company reports.

As usual marine, aviation and transit insurance led the way, providing an extra 9.7 million pounds toward the overall expansion in total income.

In general, the report shows that the world's most famous insurance company, which first started transacting a marine insurance business in a London coffee house over 200 years ago, is still going strong, playing the averages and winning steadily.

with the 4-8 FWT from Philadelphia who was on the above vessel from January 1-March 14, 1963. Write him c/o SIU Hall, 505 Marine Avenue, Wilmington, Calif., and give a forwarding address.

Rudolph R. Cefaratti
Your sister Rita says it is urgent

for you to contact her by mail or phone as soon as possible. The address is 51 Clinton St., New Britain, Conn., telephone Baldwin 2-3862.

Income Tax Refunds
Checks for the following are being held by Jack Lynch, Room

201, SUP Building, 450 Harrison St., San Francisco 5, Calif.: Joseph A. Alves; Julian B. Arzaga (2); Louis Baer; Margarito Borja; Roy C. Bru; Eugene L. Castano, Jr.; John J. Doyle; Fortunato Drilon; Steve Krkovich; James Lear; Jorgen G. Pedersen; William Saltarez; Henry R. Smith (2); Bernardo Tombocon; Raymond A. Triche.

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SIU Atlantic, Gulf Lakes & Inland Waters District

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- TAMPA** 312 Harrison St. Jeff Gillette, Agent 229-2788
- WILMINGTON** Calif. 505 N. Marine Ave. George McCartney, Agent TErminial 4-2528

Schedule Of SIU Meetings

SIU membership meetings are held regularly once a month on days indicated by the SIU Constitution, at 2:30 PM in the listed SIU ports below. All Seafarers are expected to attend. Those who wish to be excused should request permission by telegram (be sure to include registration number). The next SIU meetings will be:

New York	October 7	Detroit	October 11
Philadelphia	October 8	Houston	October 14
Baltimore	October 9	New Orleans	October 15
Mobile	October 16		

West Coast SIU Meetings

SIU headquarters has issued an advance schedule through November, 1963, for the monthly informational meetings to be held in West Coast ports for the benefit of Seafarers shipping from Wilmington, San Francisco and Seattle, or who are due to return from the Far East. All Seafarers are expected to attend these meetings, in accord with an Executive Board resolution adopted in December, 1961. Meetings in Wilmington are on Monday, San Francisco on Wednesday and Seattle on Friday, starting at 2 PM local time. The schedule is as follows:

Wilmington	San Francisco	Seattle
October 21	October 23	September 20
November 18	November 20	October 25
		November 22

Policy Shift

(Continued from page 3)
competitive bidding by carriers of any nation."

He pointed out that 10 percent was "reserved for shipment in American vessels," and that this was necessary to insure the US access to its own tonnage "in the event of international emergency" when foreign fleets might be cut off.

Actually, the 10 percent figure is higher than the present share of US trade carried by American-flag vessels, which is just below 9 percent. In putting forward the 90-10 breakdown, the Vice-President indicated that this was a minimum base being set by the Government for the American-flag fleet.

However, his hosts even took exception to the 10 percent figure. They cited the amount of US foreign trade that moves on American owned runaway-flag vessels, calling this "unfair" competition to foreign-flag shipping seeking US cargoes.

SIU BULLETIN BOARD

- 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 CPA audit every three months by a rank and file auditing committee elected by the membership. All Union records are available at SIU headquarters in Brooklyn. Should any member, for any reason, be refused his constitutional right to inspect these records, notify SIU President Paul Hall by certified mail, return receipt requested.
- 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 consist equally 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. If, at any time, you are denied information about any SIU trust fund, notify SIU President Paul Hall at SIU headquarters by certified mail, return receipt requested.
- 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, first notify the Seafarers Appeals Board by certified mail, return receipt requested. The proper address for this is:
Max Harrison, Chairman, Seafarers Appeals Board
17 Battery Place, Suite 1630, New York 4, NY
Also notify SIU President Paul Hall at Union headquarters by certified mail, return receipt requested. 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. In addition, notify SIU President Paul Hall by certified mail, return receipt requested.
- 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 circumstance should any member pay any money for any reason unless he is given such receipt. If 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 called to the attention of SIU President Paul Hall by certified mail, return receipt requested.
- 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 SIU President Paul Hall by certified mail, return receipt requested.
- RETIRED SEAFARERS.** Old-time SIU members drawing disability-pension benefits have always been encouraged to continue their union activities, including attendance at membership meetings. And like all other SIU members at these Union meetings, they are encouraged to take an active role in all rank-and-file functions, including service on rank-and-file committees. Because these oldtimers cannot take shipboard employment, the membership has reaffirmed the long-standing Union policy of allowing them to retain their good standing through the waiving of their dues.
- 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 SIU President Paul Hall at headquarters by certified mail, return receipt requested.

KNOW YOUR RIGHTS

SIU Link Sparks Trinidad Workers First Hotel Pact

PORT-OF-SPAIN, Trinidad—The SIU of Trinidad and Tobago, an interim organization that has received the support of the SIUNA in its fight to bring hotel workers here a decent standard of living, has signed a three-year contract with the Trinidad Hilton Hotel.

The agreement's provisions will make the more than 300 employees at the Trinidad Hilton the best-paid hotel workers in the entire West Indies.

Retroactive to December 1, 1962, the new contract was signed on June 14, 1963. Under its provisions, the SIU of Trinidad and Tobago has been granted sole and exclusive recognition to represent the 309 weekly-paid workers who are presently employed by the hotel. Negotiations for the coverage of other employees is continuing.

Included in the new contract are immediate wage increases in all job classifications. Additional increases are provided for each year of the contract. In addition, the new pact includes provisions for seniority rights and re-employment rights after a layoff, a grievance procedure and a dues check-off system.

Provisions for a reduction of the probationary period, two weeks annual vacation, sick leave, overtime pay, free medical attention and free medicine are also established.

Active since mid-1962, the Trinidad and Tobago union recently held its elections and set up administrative and financial procedures for a full-scale union operation.

An application for registration before the Registrar of Trade Unions was pending until just a year ago on September 20. Thereafter, a claim for recognition was before the Commissioner of Labour for several months.

Trinidad became an independent nation last August and the limited

amount of labor legislation on the books of the new country slowed up the recognition process until the fall. Negotiations on the new pact were therefore not able to get underway until November.

The link with the hotel workers is the second of its kind for the SIUNA in the Caribbean. The International chartered the 6,000-member Seamen's and Waterfront Workers Trade Union of Trinidad here almost two years ago.



Aided by SIU support, workers at swank Trinidad Hilton Hotel in Port-of-Spain (above) have won first-time contract with pay hikes and other major gains.

'Case-Chasers' Are At It Again

The SIU has traditionally opposed the activities of "ambulance-chasing" attorneys and their representatives at various marine hospitals. These activities have periodically been a problem at the US Public Health Service facilities in different ports. Now they are again being reported as a growing nuisance to patients and hospital officials alike in several locations, although hospital administrators have been making vigorous efforts to stamp out the practice. Seafarers in the hospitals are again warned by the Union to steer clear of any person or persons soliciting business for an attorney.

If these practices continue, Seafarers are urged to notify headquarters so that appropriate action can be taken.

SIU MEDICAL DEPARTMENT

Joseph B. Logue, MD, Medical Director



Alcohol And Its Effect On You

There are widespread misconceptions about the effect of alcohol on the human body. Some people have the idea that they are exempt or not susceptible to the adverse reactions which are produced by the use of alcohol.

According to "Fly," a Naval Air Training Command publication, in the "Medical News Letter," the use and especially over-indulgence in alcohol is of primary concern to the aviator. His life depends on his knowledge of body chemistry as it applies to alcohol. The same deduction applies to the driver of a motor vehicle, or any others whose consummate skills must be acute to react quickly to their jobs.

Dr. Ross A. McFarland in his book listed several facts about the effect of alcohol on the body. Alcohol is absorbed rapidly, and appears in the blood stream shortly after being consumed, especially on an empty stomach, and within slightly more time it appears in the tissues and organs of the body.

- The total amount of alcohol in a drink has a direct relationship to the concentration in the blood.
- The dilution of the drink directly influences the rate of absorption.
- The rate of absorption is retarded by the presence of fatty substances such as cream, milk, butter or vegetable oils.
- The variety of beverages has a marked influence. A brewed beverage such as beer is absorbed more slowly than distilled spirits, because the carbohydrates and other materials in beer act like food, thus slowing the absorption.
- Drinking slowly and allowing time between drinks gives the body an opportunity to rid itself of some of the alcohol before more is added.

Alcohol is not a stimulant but is rather a depressant. It affects muscular skills, sensory acuity, memory and other psychological functions.

Movements of the eye show significant variations in efficiency averaging 21 percent normal values after 1½ pints of beer or one or two ordinary cocktails. Judgement, reasoning and memory are definitely affected. This may vary from person to person, but the direction is never reversed. The primary effect seems to be that attention and concentration is less susceptible to the receipt of new stimuli.

The ability of a person who is under the influence of alcohol to drive a car, fly a plane or operate any equipment that requires acuity of co-ordination and quick response to stimuli is directly lessened in proportion to the degree of alcoholic influence.

(Comments and suggestions are invited by this Department and can be submitted to this column in care of the SEAFARERS LOG.)

'PELORUS JACK'—THE PORPOISE PILOT

The intelligence of the porpoise has recently been acknowledged by scientists. They have now begun to study this seagoing mammal for clues to its high intelligence and fantastic swimming abilities. They hope, through their studies, to design vessels which are safer and swifter both on the water and beneath its surface.

There was once a porpoise, however, who did not wait for any scientific studies but took seamen's safety into its own hands (or fins).

He worked all alone, ceaselessly for 40 years, to guide seamen and their ships safely through the dangerous French Pass near the D'Urville Islands off New Zealand.

His abilities were considerable, and his name was "Pelorus Jack." For 40 years he was a porpoise with a single purpose.

French Pass extends from Pelorus Sound to Tasman Bay. It is a tempting shortcut but a dangerous one. Swift, treacherous currents run over jagged underwater rocks. Only by staying strictly in the deep water could a vessel make it through safely. Over the years the Pass had gotten a bad reputation among seafaring men and many ships were lost there. Then Pelorus Jack changed all that in one day.

On a stormy morning in 1871, the schooner Brindle, bound for Sydney out of Boston, was gingerly making her way through the Pass. This was always an anxious time for the sailors. On this morning the members straining their eyes through the mist and rain for the ever-present rocks, found their attention caught by an unusually large blue-gray creature which played along in front of the bow.

He leaped out of the water and raced around the ship like a puppy joyfully welcoming its master.

Some men in the crew mistook the large porpoise for a young whale and wanted to harpoon it. But fortunately for them and for countless other seamen after them, the captain's wife prevented it. The Brindle then continued its dangerous way, groping along behind the playful porpoise and had deep water beneath its keel all the way through the Pass.

The passage of the Brindle marked the reported official beginning of Pelorus Jack's career as self-appointed guide through French Pass. He became famous all over the world among seafaring men who credited him with their safe passage through the risky channel. His home was Pelorus Sound and he soon became known affectionately to the sailors as Pelorus Jack.

With Jack on the job the French Pass was no longer dangerous. He would meet all incoming ships and greet them by leaping gracefully out of the water. Usually, he was greeted himself by a rousing cheer from the passengers and crew, who knew that with Jack on the job their passage would be a safe one.

The porpoise would play around the ship for miles, racing far ahead and then back, diving under the ship and then reappearing on the other side. One of the swiftest of marine creatures, he could outrun any ship and enjoyed his games.

But as the ship approached the foaming waters of the Pass, Jack became all business. He raced



ahead of the ship and stayed there, in plain sight, his games done. He remained the ship's guide until the danger of French Pass was well behind.

Gratitude is not a trait of all human beings, Jack learned one day in 1903. A drunken passenger on the Penguin, which Jack was guiding through the Pass, took a shot at him with a pistol and wounded him. Beside itself with fury, the crew had to be forcibly prevented from lynching the drunk on the spot. Their fury turned to general fear and alarm among all sailors when Jack didn't reappear for two weeks. It was believed that he was dead.

Then, one morning, he was back,

fully recovered. Learning that he was still alive, the town at Wellington passed an ordinance protecting Pelorus Jack from molestation of any kind. Enforcement of the law protecting Jack was given to the sailors whom he had protected for so long. It was a duty they did not shirk.

Pelorus Jack remained on the job day and night from 1871 to April 1912. He was getting old by this time and one day, as suddenly as he had appeared, he vanished. He was probably the victim of old age.

Maritime historians estimated that Jack had been instrumental in saving countless thousands of lives during his years of faithful duty. But one ship never got any help from him, it's said.

That was the Penguin, from whose deck he had been shot in 1903. It was the only vessel he refused to accompany. When the news got out, sailors refused to sign on the Penguin. Without Jack, they said, the ship was jinxed.

One day in 1909, in the swirling waters of French Pass, the Penguin was smashed on the rocks with heavy loss of life. Pelorus Jack was nowhere to be seen.

The story of Pelorus Jack's devotion to duty and his unequalled safety record are engraved on a statue erected in his memory in Wellington by the grateful sailors and shipowners he served so well for 40 years, without pay.

'Average Man' On Same Job For 5.5 Years

WASHINGTON — If you've worked for the same employer for the last 5.5 years you're considered an average American man, according to a report released by the United States Department of Labor.

The report said that about 20 million of the 66 million workers employed last January, or 30 percent, had held the same jobs for more than 10 years, with 6.5 million in the same jobs since before World War II.

The survey showed that in general men had more job seniority than women, and that both sexes' tenure generally increased with age. Men 25 to 34 years old averaged 3.5 years in their current jobs, the report showed, compared to 8 years at age 55 to 64.

For women, the averages were 2 years in the younger group and 8 years in the older. On the average the job tenure for women was 8 years.



Statement

of

**THE SEAFARERS INTERNATIONAL
UNION OF CANADA**

Relative to

**The Report of
The Industrial Inquiry Commission
on
The Disruption of Shipping**

**Montreal, P.Q.
September 1963**



ON July 15, 1963, a one-man Industrial Inquiry Commission in Canada issued a Report, following lengthy Commission hearings into the Great Lakes shipping situation. This 318-page Report of Commissioner T.G. Norris represents one of the gravest threats ever made to the free trade union movement. Because of the implications of this Report for free trade union members everywhere, the Seafarers Log is herewith reprinting in full a Statement issued this week by the Seafarers International Union of Canada.



PROLOGUE

On July 15, 1963, Commissioner Norris issued a Report, the recommendations of which represent one of the gravest threats ever made to the free trade union movement.

We wish at this time to express our gratitude to the scores of trade union leaders throughout the free world who have indicated their disapproval over the arbitrary and dictatorial recommendations of this Report and their support of the SIU of Canada, and whose illuminating comments and insights have proved invaluable to us in the preparation of this commentary.

We wish also at this time to express our pride in the manner in which the members of this Union, and their families, have expressed their solidarity with respect to their Union, their dedication to the principles and concepts of free trade unionism, and their unyielding opposition to the recommendations of this Report, which would deprive them of their right to pursue the practice of free trade unionism.

INTRODUCTION

"Not only must justice be done—It must seem to be done."

The hearings conducted by Justice T. G. Norris, as Commissioner of an Industrial Inquiry Commission, together with his Report issued after the hearing, represent a flagrant disregard of the basic principles of fair play and natural justice. Basic concepts of justice and the rules applicable have been repeatedly violated, ignored or distorted.

The bias, the opinionated views and the disposition to reach judgments and draw conclusions based on preconceived attitudes, which the Commissioner manifested overtly throughout the hearings, are reflected in equal measure in his Report.

In the Report, as in the hearings themselves, there is graphic and overwhelming evidence to support the conclusion that the Commissioner was not, from the moment of his appointment, concerned with a dispassionate and objective evaluation of the subjects he was named to investigate, but rather was intent upon utilizing the hearings as a platform from which to launch an attack, not only upon the Seafarers International Union of Canada, but on fundamental trade union concepts which are contrary to his way of thinking.

It is significant to note that although the bulk of the Report is devoted to an attack on the SIU and its officials, the Commissioner does not stop here. Instead, despite pious pronouncements about "good" unions, he displays his antipathy toward the concept of unionism by attacking principles and procedures which are recognized as basic to trade union operation and administration.

The conduct of the hearings and the Report subsequently made by the Commissioner was prophesied almost at the beginning of the hearings, when, at the third sitting, the Commissioner, without any evidence in support, arbitrarily placed responsibility upon the officers of the SIU for alleged irresponsible, anonymous telephone calls. Guilt was determined

without even a modicum of evidence. The commencement of this pattern was when the Commissioner, addressing Mr. Ahearn, counsel for the SIU, with regard to these alleged telephone calls, said at

Transcript, Volume 3, Page 314:

"Now, all I am saying to you, that you convey to your client my views (he is apparently at the hearing and will hear me) that if he is the strong man that he is reputed to be, then he will use all his efforts to see that these incidents do not occur."

This is the method that the Commissioner has repeatedly employed.

CREDIBILITY

The Commissioner has created a case which in the annals of administrative hearings has no parallel. He has found credible, almost without exception, the witnesses who testified against the SIU, and conversely has discredited virtually all those who testified favourably toward the SIU.

Witnesses who had an admitted bias or prejudice against the SIU, who had pecuniary interests to gain, who had an admitted history of vacillation and opportunism, who acted in the past consistently for purposes of expediency, were nevertheless totally credited. Similarly, he credited, almost again without exception, individuals who participated in discussions, conferences, plans and the implementation thereof, which did violence to basic tenets of trade unionism; persons who were prepared and who did sacrifice the purpose and objectives of a movement for their own interests. In the same vein, representatives of management who expressed anti-union sentiments were again credited without exception.

The classic example of this grievous error by the Commissioner is demonstrated by his substantial crediting of Michael Sheehan, a self-confessed liar. This witness is a disgruntled former officer of the SIU. He is an individual who, upon his own statements, participated in improper acts and committed violations of basic trade union philosophies and practices. He is an individual who has in substance hurled against the Canadian Labour Congress and Canadian Maritime Union allegations of the same nature and vein as he has hurled against the SIU. The Commissioner fails to mention this in his Report, but instead has tucked them away without comment in a voluminous Schedule to the Report, at Pages 517-519.

The following are illustrations where Sheehan on material issues was shown conclusively to be a liar and unworthy of any belief.

Sheehan testified in the significant area of alleged violence during his examination in chief by Mr. Wright, his counsel, at

Transcript, Volume 17, Pages 2545-2547:

Q. I see. I would like to ask you some questions about the Federal Commerce. What is the name of that company?

A. The Federal Commerce Steamship Navigation.

Q. Did you ever have any discussions with Raymond Doucet about any matter pertaining to the Federal Voyageur?

A. I did in the—

Q. My question to you, Mr. Sheehan is, did you ever have any discussion with Mr. Doucet about any matter pertaining to the Federal Voyageur?

A. I did around Christmas or New Year's Eve, 1959. The Federal Voyageur at one time had been under the Canadian flag and she transferred to the British flag away back in 1955 or 1956. Why they ever came to the Canadian flag, I did know at that time but my job was organizer and patrolman, and I was sent down to a place called Levis.

Q. I see. Tell us, what did Doucet tell you?

A. Well, I was sent down to organize the Federal Voyageur.

Q. Yes?

A. As I got down there, Doucet had told me that the crew aboard had signed or were going to sign with C.B. of R.T. and that he had two boys worked over off the ship in a hotel in Levis.

Q. Doucet told you this?

A. Definitely told me that, I called him a stupid so-and-so, and I said: "How in hell can you organize men by beating them up?"

Q. Now, what about the other people on the Federal Voyageur?

A. Well, I boarded the Federal Voyageur, and through this attack on these two boys ashore most of them quit and took off for parts unknown and the ship left Levis on New Year's Eve, or New Year's Day, I am not quite sure, and went over to Bois Comeau.

Q. Yes?

A. With no crew aboard, just engineers and officers.

Q. Just a skeleton crew, is that right?

A. A skeleton crew.

Notwithstanding this testimony of Sheehan, documents over his own signature as to the version of what transpired were subsequently introduced into evidence and completely refute Sheehan, as follows:

Transcript, Volume 45, Pages 6837-6839, where reference is made to Exhibit M-136 during the examination of Mr. McLaughlin by Mr. Nuss:

Q. I show you a document bearing date December 31, 1959, and bearing the signature "Mike Sheehan." Would you take communication of this document and identify it and describe how it came into your possession?

MR. WRIGHT: I think we should set the groundwork for it; I think it would be proper if I may suggest, My Lord, that my friend should have the witness indicate that this was the type of report which normally would be submitted to Mr. McLaughlin in the ordinary course of business.

THE COMMISSIONER:

Q. Is that correct? This is the sort of report you normally would get in the course of your business?

A. That is right, My Lord.

THE COMMISSIONER: All right.

BY MR. NUSS:

Q. Will you describe this document, Mr. McLaughlin?

A. This is a report dated December 31, 1959, and signed by Mike Sheehan, advising us as to the progress and as to the status of the crew of the Federal Voyageur. It commences "This is the names of people aboard the FEDERAL VOY-

AGUER after the Captain had paid off the Engine Room gang who had signed SIU.

HANSEN, W. J. Captain YATES R. Mate,
COTE R. 2nd Mate POMERILL, E. 3rd Mate,
SHEPHERD Lee Bosun"

and there is a notation in capitals: "FINK" and another notation

Then, "COFFIN, J. AB"

and then there is the notation: "FINK"

"PICKERGILL, M. AB"

and there is a notation in capitals: "FINK" and another notation capitalizing the first letter: "Rat"
"BALL, D. AB"

and another notation in capitals: "FINK" and then the words in small letters "just doesn't know any better."

Then the name: "HARVEY Seaman Signed S.I.U. off the Federal Express."

Then: "MARCEAU Seaman Signed S.I.U. 19278 Permit x, LADANCE, F. Seaman Signed S.I.U. off the Federal Express, RICHARD, B. Seaman signed S.I.U." and then Meaning off the Federal Express.

"MARTIN M. Seaman Signed S.I.U." and the same ditto marks indicating that he was off the Federal Express.

Then: "SMITH D. Chief Engineer, HUTTON R.N. 2nd Engineer, Stephens, 3rd Engineer L.D. to check I think that he signed S.I.U., HEALY, J. 4th" and then a ditto mark indicating that he was an engineer.

"C.B.R.T. RECKAVICK. 5th" and ditto marks indicating he was an engineer.

C.B.R.T. FINK., HUDSON, Oiler Dockyard worker,
All A. F. Chief Steward,

BOGTIN G., Second Cook—signed S.I.U.

TORO T. M.M. signed S.I.U.,

PLATT M.M."

And then the notation: "this bum wouldn't sign with me. I know him from old ex Chief Steward. From Saguenay."

Q. And whose signature appears on the document?

A. Mike Sheehan. There is also a date stamp "M-11 JAN 4-1959" and it is initialed by Hal Banks.

Q. I refer you to the minutes of Wednesday, January 27, to the patrolman's report appearing on page 3—would you take communication of the document and identify—it already has been identified, Mr. McLaughlin.

A. This is the minutes of the meeting of January 27, 1960, I guess. Yes, these are the minutes of the meeting of January 27, 1960. I am looking at the patrolman's report at the foot of page 3.

Q. By whom was the patrolman's report given?

A. "Brother M. Sheehan, S. 34."

Q. You are now reading from the minutes?

A. That is correct.

Q. Yes?

A. Brother M. Sheehan, S. 34, reported on his activities over the last three weeks, which included the beef with regard to the Federal Navigation Company Limited. He stated that he worked over the New Year's holidays with Ray Doucet and it turned out to a 24-hour a day job. He said that the opposition that was thrown at us in the early part of this campaign was terrific and the situation at one point looked as grim as it could be. However, where

there is a will there is a way. And the way was found. The CBRT fought to hold the ship right up to the time that she left the dock." —

THE COMMISSIONER: Are these minutes?

THE WITNESS: These are minutes, my Lord. — at Quebec City for Baie Comeau. They even succeeded in firing three of our guys just before the ship pulled out for Baie Comeau. Previously we had locked the skipper up for intimidating our guys and had succeeded in obtaining an injunction which had the effect of making the company take back over a dozen of our people that they had fired because they would not join the C.B.R.T. The CBRT get her as far as Baie Comeau and they they stopped and we mean stopped. With the help of our friends in the unions in Baie Comeau, the Federal Voyageur hung outside on the hook for two days, and when she moved in a load and sailed, she sailed with an SIU crew and an SIU agreement. This was important because it is a sign of good things ahead in the deep sea field. At the same time, one hell of a kick in the face for the CBRT. As for the CBRT rats, they disappeared shortly after we took over, and as far as we know, they are still looking for higher ground to nest in."

Q. This was the patrolman's report submitted by Mr. Sheehan?

A. That is the minute of the patrolman's report.

The foregoing demonstrates conclusively that not only was Sheehan lying when he charged Doucet with responsibility for violence against members of the crew, but that the reason for the men leaving the vessel was the unlawful activity of the employer in firing the individuals. The charge of violence was a fabrication.

In fact, an injunction was granted by a Justice of the Superior Court for the District of Quebec and is exhibit No. M-137 (Volume 45, Page 6850) enjoining the company from acts of coercion or intimidation.

A further error committed by the Commissioner on this issue of credibility, and upon which the Commissioner improperly relied to establish his unwarranted thesis that the SIU President dominated the Union, is demonstrated in the following examples of Sheehan's testimony. Sheehan attempted to establish the illusion of the domination referred to above when he testified with respect to a former official, named Cunningham, the then Assistant Secretary-Treasurer (Western) upon examination in chief by Mr. Wright, his counsel, at

Transcript, Volume 16, Page 2348:

Q. Who was responsible for the Vancouver operation?

A. At one time most of us knew him as Cunningham.

Q. Is he there now?

A. No, he got pressured.

Q. He got what?

A. He was fired, or he was eased out. His wages got so low he couldn't work any longer.

The complete refutation of Sheehan, the proof of his fabrication, is set forth in the record by documentary evidence. The proof is Exhibit M-77 contained in Volume 42, Page 6477. It is a letter from Mr. Cunningham, addressed to the Union, and reads as follows:

"Seafarers International Union of North America, April 9th, 1960 PERSONAL & CONFIDENTIAL

Mr. Hal C. Banks, Secretary-Treasurer, Seafarers International Union of North America, District 634 St. James Street West, Montreal 3, Province of Quebec.

Dear Hal:

Effective April 15th or thereabouts would you please accept resignation of the writer from any official position of Assistant Secretary-Treasurer (Western).

My reason for this request is that due to what might be called mental fatigue I do not believe I am capable of carrying out the duties required by my office with the efficiency necessary at this time.

There are no underlying reasons for my request and I will make myself available to render any assistance possible to my successor. I will probably rest up for a couple of weeks and then ship out on the Coast.

With best wishes and warm personal regards,

Fraternally, M. G. Cunningham
Assistant Secretary-Treasurer (Western)"

It must also be pointed out that Sheehan's further fabrication that Cunningham was fired or eased out because "his wages got so low" is established by documentary evidence to the contrary and is set forth in Exhibit M-79, Volume 42, Page 6488, of the record.

Another example of how the Commissioner has erred in accepting Sheehan's testimony to substantiate his erroneous finding that "Banks

as the Chief Executive Officer had complete domination and control of the union and its finances" is shown in his acceptance of Sheehan's testimony that in 1957 the monies raised for strike funds for the CNS members on strike were not disbursed for their benefit but were used for other purposes. Sheehan further testified under his examination in chief by his counsel, Mr. Wright at

Transcript, Volume 17, Page 2544:

MR. WRIGHT

Q. Did any money ever go to the strikers fund?

A. Not to my knowledge. There might have been one or two cases without my knowledge but I didn't know anything about."

An ugly impression was intended to be created, that some irregularity was engaged in and that the Union and its officials has engaged in either impropriety or had not used the funds for the purposes for which they were intended, and further that the SIU President thereby demonstrated his arbitrary control over the Union.

An examination of the subsequent testimony contained in the record and, more significant, the uncontested documentary proof, demonstrates, beyond a question of doubt, the fabrication of the incredible Sheehan, the same individual whose testimony the Commissioner so strongly relies on in making his ultimate findings and conclusions.

Exhibits Nos. N-105, N-130, Volume 44, Pages 6728-6785, demonstrates that not only were these funds for the strikers, their benefit, their meals, their lodgings, and for their families, but most significantly Sheehan himself participated in the disbursement of substantial amounts of these monies for those purposes. He also authorized the same in writing and had receipts signed therefor, all this over a period of many months.

A further area and an extremely important one on this issue of credibility of the incredible Sheehan, upon whom the Commissioner has relied for findings and conclusions, is demonstrated by a significant Exhibit contained in the record. To place this issue in its proper perspective, it must be remembered that the Upper Lakes Shipping Company in early 1962 entered into a collective bargaining agreement with the CMU and Sheehan was the President of the CMU. Sheehan testified at Volume 18, Page 2703, that he had received from Upper Lakes, in the fall of 1961, the sum of "about 200 odd dollars" for recruiting seamen for a subsidiary company of Upper Lakes. However, the subsequent documentary evidence pinpoints his incredibility.

In the course of the cross-examination of Mr. Leitch, the chief officer of Upper Lakes, by SIU counsel, there was secured an Exhibit, which is Exhibit O-383 and is so marked at Volume 98, Page 14,663. It shows that Sheehan did not receive "200 some odd dollars" but, on the contrary, received the sum of \$1,900. It is apparent why Sheehan lied, for we submit it shows that even Sheehan recognizes that the receipt of such substantial monies by him must, at the very least, make him a most suspect witness. We submit further that this demonstrates the nature and character of events which were occurring at the time of the dispute between the SIU and Upper Lakes and the levels to which Upper Lakes was prepared to go to accomplish its nefarious purpose.

We believe it is appropriate to note at this time the interesting fact that although the Commissioner finds Sheehan a witness to be credited for many of the Commissioner's findings and conclusions, which testimony, however, is adverse to the interests of the SIU, the Commissioner takes a different tack when such testimony may be favourable to the SIU. The Commissioner in his Report implies, most strongly, that the SIU was dominated by its Executive Officers and that with respect to negotiations the usual practice of having negotiating committees was not present. Sheehan in his testimony, however, and particularly at Volume 16, Page 2476, indicates quite to the contrary—that there were in fact such negotiating committees. As we have stated before, the Commissioner, time and again, credits testi-

mony which is unfavourable to the SIU and discredits testimony which is favourable to the SIU.

The Commissioner in his Report makes findings, conclusions and comments about the handling of the finances of the union. It is clear that he relies in substance on the testimony of Sheehan. At Volume 16, Pages 2437-2438, Sheehan testified in substance that during the period ending June 1960, when the SIU President was in Puerto Rico, it was the practice to send him blank cheques, signed by only one officer, and that as a result, the general funds were reduced to approximately \$40,000. Once again the documentary evidence conclusively contradicts Sheehan. For at Volume 53, Page 7929, it is shown that the June 30th balance was approximately \$116,000. There was no such drop in the general funds as Sheehan attempted to establish for his malicious purpose on this issue of finances.

There are many similar examples of the incredibility of the witness Sheehan spread throughout this record. Suffice it to say that the foregoing are typical of the substance of Sheehan's testimony, upon which the Commissioner so strongly relied in making his unwarranted findings and conclusions and from which spring his alien recommendations.

The Commissioner's error when dealing with the credibility of Sheehan with respect to finances was compounded by the Commissioner. When dealing with the testimony of almost every SIU witness he characterized their testimony with a repetitious expression that it was "a tissue of untruthfulness, evasion and equivocation." Thus he used constant repetition to establish his opinion rather than a detailed analysis to establish the facts.

In any court of law the entire evidence of Sheehan would have been discredited and declared unacceptable due to the contradiction between his testimony and the facts as proved. The instances of his falsehoods contained above show that he cannot be relied upon to establish facts or findings.

Therefore, the Commissioner in substance has not weighed the scales of justice but, on the contrary, has weighted them. He has placed upon them, almost without exception, the testimony of witnesses adverse to the SIU, even to the point of accepting apparent and ultimately established incorrect testimony, but again has almost without exception refused to place upon the same scales of justice properly credited testimony of witnesses favourable to the SIU. Such conduct is so unusual and extraordinary that it impels one to conclude, notwithstanding other factors hereinafter set forth, that the Commissioner has failed and refused to properly weigh, evaluate and ultimately credit the testimony of witnesses.

Credence to Allegations

The Commissioner's intent and purpose was made clear by his credibility findings which are exemplified by the illustrations set forth above. Having laid this basis, the format which he was to utilize, he then proceeded carefully and insidiously to build a case against the SIU, its officials and trade unionism by the application of various techniques.

The Principle of Natural Justice Was Violated

The Commissioner engaged in injudicious conduct, discriminately applied established rules of evidence, applied double standards, changed the rules consistently, refused counsel an opportunity to present evidence in refutation, and prejudged matters. Such error was carried over into his Report by obvious omissions of material and substantive matter, his impropriety in making findings upon matters not in evidence and not before the hearing, his shading and twisting of testimony, his making of findings on post-hearing matters and newspaper reports, and his comments and findings on pending litigation.

Similarly, in the conduct of the hearing and in his Report, the Commissioner's pre-disposition, bias and personal venom against SIU is manifest. Furthermore, his antipathy and hostility toward basic trade union principles is weaved throughout.

THE CONDUCT OF THE INQUIRY

Throughout the course of the Inquiry, the Commissioner engaged in a course of conduct which did violence to fair play and natural justice and to long accepted principles which control the administration of justice.

The SIU was restricted and precluded from a complete opportunity to present its evidence; double standards were applied to the detriment of the SIU and, in this connection, the rules of evidence and the rules of the hearing were changed from time to time. SIU counsel was harassed and subjected to scurrilous personal attacks. The Commissioner made comments prejudging the issues, most prejudicial to the interest of the SIU, and permitted the hearings to be used as a platform for obvious propaganda to create a public attitude of hostility toward the SIU. This conduct of impropriety indicated the bias and predisposition of the Commissioner.

At the outset of the hearings, it was the Commissioner's opinion that the hearings should be held at various points in the provinces of Ontario and Quebec, in order to afford an opportunity to persons to be present who might have had evidence to contribute. It is fundamental that in hearings of this nature, substantial records and documents are required and must be taken into consideration in determining the site of the hearings. In fact, the Commissioner stated in

Transcript, Volume 1, Page 14, with respect to the site of the hearings:

"I would think it would be better to be held outside of Ottawa"

and gave as his reason that the Inquiry is not by the government and should be independent of government direction or influence.

Notwithstanding these foregoing statements and sentiments, the record demonstrates that what occurred was to the contrary. Most of the hearings, in fact, were held at Ottawa. There was total of 73 sittings at Ottawa out of 108, this despite the fact that the SIU headquarters, where most of its records and witnesses are, is located at Montreal. The SIU commenced presenting witnesses at Montreal and shortly thereafter, the Commissioner arbitrarily determined to move the hearings to Ottawa. A total of 14 days of hearings was held at Montreal. The SIU protested this action of the Commissioner, establishing most clearly that this was prejudicial to the conduct of the SIU case, that its records and most of its witnesses were not in Ottawa, that this Inquiry was going back over many years and that the SIU would be at a severe handicap in being unable to have all records and witnesses available. Furthermore, this, of necessity, would preclude SIU counsel from fully preparing their case and, of equal significance, it would have serious and adverse effects upon the SIU which, as it was then maintained and ultimately established, was the target of the Commissioner. The Commissioner took this action notwithstanding his earlier statement as to the locations of the hearing which appears in

Transcript, Volume 9, Page 1369:

"I propose to hold sittings for the convenience of people who want to testify, or who should testify, whether they want to or not."

In the presentation of its case, a party to any proceedings, of necessity, must be able to call and present witnesses who will adduce evidence and establish facts. This principle is most necessary in an Inquiry where public interest is of such paramount importance. To preclude a party from having such control over the presentation of its case is to deny such party natural justice.

The record is replete with the fact that time and again the SIU requested opportunity to have

certain witnesses brought before the Commission to give testimony. Most of such requests were refused. Similarly, request for production of vital documents was refused. Time and again, SIU counsel in the examination and cross-examination of witnesses inquired of matters which, if permitted, would have adduced relevant and probative evidence. Unfortunately, they were denied that opportunity. A typical example of this denial occurred when SIU counsel sought to show the background as to the disruption of shipping on the Great Lakes. At

Transcript, Volume 49, Page 7295, Mr. Nuss, one of the SIU counsel, stated:

MR. NUSS: "If I could adduce the evidence you would see the relevancy."

COMMISSIONER: "You may not."

We repeat, this was typical of the manner in which this Inquiry, which was supposed to elicit the facts for the public, was conducted.

Throughout the conduct of the hearing, it became apparent, and is now a matter of public knowledge, that the Upper Lakes Shipping Company had various meetings with representatives of the CLC, the CBRT, and the CMU, and that this was one of the underlying reasons for the disruption of shipping, which was the subject of the Inquiry. The SIU charged and was prepared to establish that Upper Lakes and the above labor organizations had acted in concert to destroy another trade union and that this improper activity was the genesis of the disruption of shipping. Clearly, under objective standards, this should have been permitted and the facts made known to the public. Instead the attempt to present such important evidence was halted by the arbitrary statement of the Commissioner which appears at

Transcript, Volume 48, Page 7205:

COMMISSIONER: "I am not interested in that."

Notwithstanding the foregoing, the Commissioner in his Report states that a full and fair hearing was presented to the SIU with opportunity to present its evidence. In what appears to be an attempt to substantiate this latter expression, the Commissioner has set forth a Schedule on Page 292 of his Report. A reading of this Schedule would make it appear that the SIU presented more witnesses, who occupied more days than any other party to the proceeding. However a close examination of the facts and the Commissioner's own statements set forth his error. The Commissioner in the Schedule recites that SIU witnesses occupied 52½ days. However at Volume 104, Page 15,730, the last day in which witnesses were heard the Commissioner states that only 40 days of hearings were occupied by the SIU.

In this area the Commissioner has increased the figures in excess of 30%. The Commissioner's error is further demonstrated when he has it appear on the same Schedule that the SIU called 61 witnesses. The obvious impression intended to be created is that the SIU called more witnesses than any other party. The Commissioner, however, contradicts himself, for on Page 290 of his Report he recites that after November 28th, 1962, the SIU called 49 witnesses and the record shows that prior to such date only four other witnesses had been called by the SIU, for a total of 53. The Commissioner, in this apparent juggling of numbers, has further conveniently failed to mention that although Upper Lakes Shipping and CLC and its affiliates are treated by him as separate parties, the record demonstrates conclusively that they were joint parties versus the SIU in this proceeding and collectively presented the majority of witnesses.

It is fundamental, an integral part of natural justice, that a party to any proceeding is entitled to have counsel represent him. Any attempt to limit this right, whether directly or by a course of conduct of interference, harassment, ridicule and invective, the totality of which is to preclude counsel from discharging his obligation to represent his client, is a denial of such principle of natural justice. It is unquestioned that counsel in representing a client has the obligation to make known his opinions as to legal issues before the court or hearing officer so that the record will be complete—and,

more important, in hearings of national interest, that the public have the opportunity to evaluate the issues and contentions. This obligation of counsel, which must be observed, was succinctly stated by an American court, the Court of Appeals in the State of Ohio, wherein the court, in commenting upon a lawyer's conduct, said that the lawyer would be a cur and poltroon who had an opinion about a question of law and did not voice his opinion because he was afraid to do so. Such sentiments have been fundamental in our courts.

Notwithstanding the foregoing, the Commissioner throughout the hearings engaged in a course of conduct of harassing SIU counsel to the point of personal and disgraceful attacks upon them. The consequence of this impropriety was to deny the SIU of its rights to a fair hearing.

The record is replete with the Commissioner's constant badgering of SIU counsel and the restrictions imposed on counsel's attempt to elicit evidence. The fundamental right of counsel to make objections to questions and testimony was wantonly violated by the Commissioner. Attempts to make objections were met by the Commissioner's retorts such as: "Just a minute." "Sit down." "This is no time to interrupt." "Go on." In fact, throughout the record, on scores of occasions, when counsel arose to make objections, he was met with the Commissioner's statement of "Sit down," without being permitted to even set forth the basis of his objection. On numerous occasions the Commissioner, upon observing SIU counsel rising to make an objection, gestulated, waving his arms for SIU counsel to sit down without even expressing the common courtesy of permitting counsel to speak.

The Commissioner repeatedly interrupted SIU counsel in the course of examination and cross-examination, precluding counsel from effectively presenting his case and eliciting important material from witnesses on cross-examination. SIU counsel were harassed to the point where they were not even afforded a modicum of an opportunity to reply to representations made by opposing counsel. Typical of this conduct is an example which appears at

Transcript, Volume 49, Pages 7253 and 7254:

MR. NUSS: My learned friends have spoken at length on matters which went outside the representations which I made to the Commission. They have said many things with which I disagree. They have said many things which I did not think counsel would say. I am tempted to reply at this time. I feel, however, that it would be best if I replied with regard to these statements which went outside my representations to move to Montreal after I have had time to look over the matter.

THE COMMISSIONER: Mr. Nuss, you will reply now or not at all. The matter must be disposed of as far as you are concerned now. I am not going to prolong representations to me any further.

MR. NUSS: May I have a few minutes, My Lord?

THE COMMISSIONER: No, you get along now. Let us close this matter up, and I refer, of course, to the representations.

The record of this hearing demonstrates a course of conduct of personal attack and vituperativeness toward counsel which we believe has not and could not ever be duplicated. This disgraceful conduct is exemplified throughout the hearing. Typical examples of this conduct of the Commissioner ridiculing counsel are as follows:

"You will never make a lot of money as counsel doing that sort of thing—you will never have a lot of clients."

That counsel is:

"dishonest, unfair, is not acting properly as counsel, totally irresponsible, inept, inexperienced"

culminating with the vicious statement:

"do not be cheeky, just like a little boy. Grow up."

The Commissioner also said that counsel is in a mess; that counsel's remarks are obnoxious; that his manners are atrocious and that he is facetious; that he is nervous, upset, worrisome; that he will not live very long if he keeps worrying, and further criticized counsel's intelligence. A most poignant example of this injudicious conduct by the Commissioner, without even affording counsel opportunity to reply to an attack by the Commissioner, is contained at

Transcript, Volume 100, Page 15,071:

THE COMMISSIONER: There is no evidence. I am going to keep you right down to the rules, Mr. Nuss, because you deliberately try and—you have deliberately tried to avoid them. You have deliberately tried to avoid my rulings, and you are going to act as responsible counsel from now on. You haven't done it before.

MR. NUSS: I object to that. I have done it before. I intend to stay within the rulings you have made.

THE COMMISSIONER: You have not. Carry on with your cross-examination.

MR. NUSS: As a matter of fact, the basis of—

THE COMMISSIONER: Carry on with your cross-examination. I will not hear it.

MR. NUSS: I would appreciate it if you would not make remarks about me in that regard and then not allow me to answer them.

THE COMMISSIONER: I will not allow you to answer it.

The foregoing is part of the fabric of the Commissioner's manner in which he conducted the hearing. Part of the same fabric is the manner or method in which the Commissioner utilized double standards and discriminately applied the rules of evidence.

Time and again, the Commissioner, in replying to objections made by SIU counsel, that the testimony or the documents submitted were inadmissible, stated: "This is not a court of law, this is an inquiry." However, when SIU counsel sought to submit, or elicit evidence on cross-examination, he was met with the strict application of the rules of evidence, applicable in a court of law. For example, testimony relative to conversations, was excluded on the ground that it was hearsay, and there were subsequent statements to SIU counsel such as: "I am going to keep you right down to the rules."

Contrast the above with the Commissioner's inconsistency and double standards when one of the SIU counsel objected to the introducing of hearsay evidence. The Commissioner permitted the evidence to be introduced, stating at

Transcript, Volume 8, Page 1107:

THE COMMISSIONER
This is all very interesting Mr. Ahern. I am letting it go along because I find the account of it interesting."

The consequence of such "interesting," although inadmissible evidence, was highly prejudicial to the SIU as it created an atmosphere of unlawful conduct and was used to condition to the general public.

It did not contain any probative value, but rather breached the safeguards the law has established to protect parties in a proceeding. Examples of such inconsistency in the rulings of the Commissioner that favour the other parties while restricting and hampering the SIU occur time and again throughout the Transcript.

The Commissioner's utilization of the irresponsible technique of applying double standards, adverse to the SIU, is further demonstrated in the following area. When SIU officers were testifying, the Commissioner required that they have knowledge of all events or arm themselves with such knowledge. For example, McLaughlin, the Executive Vice President of the SIU, was told by the Commissioner that he did know certain information, notwithstanding the fact that the witness, under oath, stated that he did not. (Volume 50, Page 7495). When the SIU President was being cross-examined by counsel for Upper Lakes, and the question of his knowledge of a particular subject was being inquired into, the Commissioner made this statement in describing what he considered to be the duty of witnesses about to testify:

Transcript, Volume 77, Page 11,583:

"It is for you to inform yourself before you come here, or it is for any witness to inform himself before he comes here, on the matters which are going to be the subject of the Hearing."

He stated that as they were the heads of their organization, they were responsible for all that went on in it and therefore that they must testify about facts even though they had no personal knowledge of them.

Contrast the foregoing with the conduct engaged in by the Commissioner when witnesses

hostile to the SIU were being cross-examined. CBRT witness Robson, an executive officer, was not required to comply with the above requirement as to informing himself as a witness prior to his appearance. In fact, the Commissioner volunteered that the witness stated that "he did not know the matter inquired of" and therefore SIU counsel should not make inquiry (Volume 86, Page 12,980). Again Robson, on cross-examination, was not required to meet the foregoing standard as to knowledge imposed upon SIU officers. (Volume 84, Page 12,652). With respect to the witness Jodoin, President of CLC, when he was being cross-examined by SIU counsel, the Commissioner then applied a different standard for his knowledge at

Transcript, Volume 90, Page 13,533:

THE COMMISSIONER: This witness is the head of the CLC and I imagine he does not hire a lot of dogs and do the barking. He has all these people. If he did it all himself it would drive him crazy. If you want some details, get your friend to supply it; he will supply it I am sure, if it is there.

This same conduct of protecting this witness was repeated by the Commissioner at

Volume 90, Page 13,592.

A further example of the application of double standards was demonstrated while CBRT President Smith was being cross-examined by SIU counsel. At that time the Commissioner limited the SIU counsel in the examination of the witness as to certain facts by stating that "at this stage he might not remember." (Volume 100, Page 14,997). The height of the Commissioner's application of double standards is demonstrated when SIU counsel attempted to cross-examine witness Leitch, the President of Upper Lakes at

Transcript, Volume 98, Page 14,632:

THE COMMISSIONER: What do you want (him) to say?

MR. NUSS: I want (him) to say what happened.

THE COMMISSIONER: He is going to say "I took the recommendations of my operating manager."

Go ahead; let us not waste a lot of time. I have told you before that these people who are in the top echelons leave matters to subordinates. When they receive a recommendation, if they are wise people, they follow it. They get their experts to advise them. Go along. Do not waste time.

To summarize, under the application of these double standards, SIU officials, including its two top officials, were required to know the facts and to inform themselves as to all facts prior to their appearing as witnesses, whereas comparable witnesses for Upper Lakes, CBRT and CLC were not so required, when confronted with questions by SIU counsel, and were permitted to escape cross-examination under the Commissioner's rationalization that they had subordinates to do the work for them and therefore could not conceivably answer the questions.

The impropriety of double standards is continued into the area of cross-examination.

When Messrs. Wright and Geller, counsel for CLC, CRT and Upper Lakes respectively, cross-examined SIU witnesses they were given full latitude. For example, at Volume 53, Pages 7866A-67, Mr. Wright stated that in connection with his cross-examination he intended to be devious, and the Commissioner agreed with such proposition. Time and again, the Commissioner stated that the above-mentioned counsel could deal with their cross-examination in the most circuitous way and that is what they were doing, for they could be as circuitous as they thought necessary. When you contrast the foregoing right of cross-examination with the rules which were imposed upon SIU counsel in their cross-examination, there is a very clear demonstration of double standards. SIU counsel were constantly harassed and interrupted in their questioning of hostile witnesses. This is particularly demonstrated in their attempt to cross-examine witnesses Jodoin, Robson and Leitch, where SIU counsel were denied this latitude in the presentation of their questions.

A further example of this unequal treatment is demonstrated at Volume 51, Page 7614, when counsel for Upper Lakes, in cross-examining an SIU officer, held in his hand a document from which he was questioning the witness. Upon objection by counsel, the Commissioner advised that counsel was not required in cross-examination to show the witness the document. However, when counsel for the SIU followed the same procedure, the Commissioner castigated

him in the most vicious terms, culminating in an accusation of dishonesty (Volume 85, Pages 12728-30). The record demonstrates that within two days after this latter incident a Commission counsel, in his examination of an SIU witness, engaged in identical conduct and the Commissioner permitted it. (Volume 88, Page 13,169).

A further application of the principle of double standards is in the area where the Commissioner permitted material prejudicial and irrelevant to be read into evidence and refused SIU counsel an opportunity to read similar matter into evidence to clear the damage done by such prejudicial matter. This is the area of newspaper articles. So that this subject will be in proper perspective, we are setting forth the Commissioner's comments as to matters contained in newspapers. The Commissioner stated at

Transcript, Volume 33, Page 5264:

"I am not interested in what a newspaper said. If I were interested in what a newspaper says, or has said during all of this inquiry, then we would have all of those gentlemen sitting down there as witnesses here and give Counsel a wonderful opportunity to cross examine them."

Volume 72, Page 10,577, the Commissioner stated:

"Well, I cannot be responsible for what is contained in the newspapers. It may be correct or may not. It may be correct as far as they are able to make it so but I am not responsible for them."

Notwithstanding the above comments of the Commissioner, time and again he permitted opposing counsel to read into the record, from newspapers and other periodicals, inflammatory stories and items highly prejudicial to the interest of the SIU and over the objections of SIU counsel. The obvious purpose and design of this action on the part of the Commissioner was to permit the propagandizing and creation of an atmosphere most detrimental to the interests of the SIU. Another typical example was when Mr. Wright, counsel for the CLC, read into the record a newspaper article highly prejudicial to the SIU and containing the most extreme hearsay matter. (Volume 14, Pages 2029-2034).

When SIU counsel attempted to introduce similar material to rebut and refute the newspaper articles introduced by opposing counsel, they were regularly and consistently denied such opportunity. A typical example of this is contained in Volume 33, Pages 5261 and 5262. The Commissioner, on an occasion addressing himself to SIU counsel, expressed the colloquialism that "what is sauce for the goose, is sauce for the gander." (Volume 51, Page 7555). Obviously however, the SIU was neither goose nor gander, but a different kind of fowl to be roasted by the Commissioner.

A further demonstration of double standards is the manner in which the Commissioner regulated cross-examination. On the one hand, when opposing counsel were cross-examining witnesses, SIU counsel was admonished time and again not to object to the cross-examination. However, when SIU counsel cross-examined witnesses, particularly Jodoin, the President of CLC, Robson, an official of CBRT, and Leitch, President of Upper Lakes, the record demonstrates the scores of times that opposing counsel were permitted to object, break in, interfere and obstruct SIU counsel in cross-examination.

With respect to this area of cross-examination, the Commissioner demonstrated a most unique and unusual philosophy in the application of rules of evidence, the function of the court and the function of counsel. This occurred when the SIU chief official was being cross-examined and SIU counsel, in the discharge of his obligations, objected to a question as follows:

MR. NUSS: My Lord, I object to this question.

THE WITNESS: That is far fetched.

COMMISSIONER: That is a proper question. He has put it to him now you sit down.

MR. NUSS: He said that he did not say that because—

COMMISSIONER: This witness is quite capable of taking care of himself without your assisting, Mr. Nuss.

MR. NUSS: I am not assisting the witness, I am here as counsel and if I feel a question is—

COMMISSIONER: You are here as counsel but you have no right to interrupt cross-examination.

MR. NUSS: My position here is to object when I think a question is not legal.

COMMISSIONER: Well, sit down right now.

MR. NUSS: I will do that, my Lord, after I have stated my objections.

MR. DUBIN: In other words—

COMMISSIONER: You behave yourself, Mr. Nuss. As young counsel you are not behaving yourself now and that it all. When you are a little older you will learn how counsel should behave. You do not seem to have learned during the course of this inquiry. Now, sit down.

This further strange conduct of the Commissioner is demonstrated when SIU counsel again objected to a question being put to the same witness and the following ensued:

MR. NUSS: Since my friend raised the question—

COMMISSIONER: Just a moment, sit down. The witness is looking after himself and I will interfere if necessary.

MR. NUSS: He is doing his function as a witness and I wish to do my function as an attorney and I have an objection.

COMMISSIONER: Don't speak when I am speaking. Get a soap box outside if you want to make a speech. There are plenty of people who will probably crowd around and listen to you but do not talk when I am talking. The witness is looking after himself and I will stop Mr. Wright, as I already have, if necessary.

MR. WRIGHT: Let us see what was done on June 1st, 1959.

COMMISSIONER: You sit down, Mr. Nuss.

MR. NUSS: No, My Lord, the witness answered the question, but my objection does not go to what he said.

COMMISSIONER: You sit down. Mr. Wright is cross-examining. I will attend to it promptly if I think there is an unfairness being placed on the witness and I do not think the witness thinks there is anything unfair and I will watch it: don't worry.

Under the above rationale of the Commissioner, his philosophy is that no counsel is necessary and all that is required in the hearing is the Commissioner. The presumptuousness of the Commissioner's position contains its own refutation.

Further examples of double standards applied by the Commissioner are contained in matters involving opinion evidence and the use of SIU minutes of meetings. Time and again witnesses Robson, Jodoin and Smith were permitted to give opinion evidence. However, when comparable officers of the SIU were requested by their counsel to furnish similar opinion evidence, the Commissioner denied them this opportunity. Similarly, with respect to the minutes of SIU meetings, opposing counsel were permitted to refer to these minutes and to matters contained therein as facts upon which to premise their questions and conclusions. However, when SIU counsel sought to do the same, the Commissioner demonstrated his inconsistency, applied strict rules of evidence, and held that such minutes were not evidence of facts set forth therein. Once again, if it was adverse to the SIU, it was acceptable; if it was favourable to the SIU, it was not.

Even in areas where credibility of a witness was the most crucial factor, the Commissioner refused to permit SIU counsel to inquire as to previous conversations the witness had with others concerning the very testimony which he had given in his examination in chief. This is an area which a cross-examiner has a fundamental right to inquire into. This treatment is demonstrated in the cross-examination of witness Vallieres by SIU counsel at

Transcript, Volume 96, Page 14,392:

BY MR. NUSS:

Q. And did you discuss your evidence with anybody before testifying?

THE COMMISSIONER: Never mind answering that question.

The Commissioner permitted the hearings to be used as a sounding board for propaganda by witnesses adverse to the SIU, to expound inflammatory and prejudicial matters, not as facts but as conjecture. Notwithstanding objections of SIU counsel, the Commissioner permitted witness Dodge, an official of the CLC, under the guise of giving testimony, to relate a conjectural narrative as to events and circumstances (Volume 33, Page 5151). This was then publicized in the press as if these were facts given under oath at the hearings. To the basic concept of natural justice, this was most rapacious and certainly this Commissioner, with his years of experience, knew or should have known that such propaganda would cause irreparable harm to the party against whom it was made. We conclude, as we have charged, that this was the Commissioner's predisposition and exemplified his bias and prejudice.

The height of the Commissioner's improper and injudicious conduct is exemplified by his remarks concerning George Meany, President of the AFL-CIO. Mr. Meany, beyond question of doubt, enjoys the confidence of his government, and of the world, and has an outstanding reputation for integrity and reliability. Notwithstanding this, the Commissioner, on the basis of testimony during the early stages of the hearings, and without receiving or attempting to obtain all relevant and complete information had the affrontery to conclude, with respect to the dispute, which the Commissioner was investigating, at

Transcript, Volume 34, Page 5395:

COMMISSIONER: We would not be in the present mess, the mess we are in presently, with regard to this whole thing and this dispute would not be in the position it is in now if Mr. Meany had lived up to his responsibilities.

The foregoing examples of injudicious conduct demonstrate clearly that the Commissioner was not fit to conduct this Inquiry in the manner in which it should have been conducted. As a matter of fact, the Commissioner, from the outset, violated an accepted principle of conduct by accepting appointment to his post despite the fact that he was at one time counsel to the SIU. Because of this the SIU asked the Commissioner to disqualify himself, but he rejected the SIU motion.

THE COMMISSIONER'S REPORT

The Commissioner's attitude as demonstrated in the conduct of the hearing is further manifested and compounded in his Report. He has attempted to have it appear that relations between labor organizations are something sinister and evil. He has transgressed upon basic judicial concepts by engaging in reporting post-hearing matters and thereafter making findings on them; has made findings on the basis of newspaper reports, matters not testified to before the hearing, and has violated the sacred principle prohibiting him from commenting upon and making findings on cases currently pending before courts for determinations.

Adopting an improper and a unique procedure, the Commissioner, in making his findings, has relied upon post-hearing material and matters that were never presented during the hearings. Parties were not afforded the opportunity to examine and present material in rebuttal or to comment upon the same. The Commissioner attempts to have it appear that the substance of these matters is adverse to the SIU. At Page 87 of his Report, he cites an alleged statement appearing in a newspaper long after the hearing, attributed to an official of the MTD, and then concludes that it demonstrates the lawlessness of such organization and its official. The same error is compounded on Page 203 of his Report. Commencing on Page 91 of his Report he cites further instances of what he refers to as harassment, which are all subsequent to the hearings. An examination reveals that the source of this "material" is the self-serving letters of Upper Lakes and its counsel which are conveniently tucked away in Schedule 5. This material was never subjected to the light of an adversary proceeding. Nevertheless the Commissioner, on material secured *en camera*, makes findings and conclusions. He compounds this again at Pages 42 through 46 and Page 51 of his Report, making findings not based upon any testimony given before the hearings.

It is most interesting to note that he fails to set forth a significant post-hearing matter, to the effect that an official of the SIU was ambushed and shot. To have acknowledged this incident would have been inconsistent with his thesis by which he sought to fix responsibility for violence upon the SIU.

In our discussions of the Commissioner's conduct of the inquiry, we have set forth his comments as to what relevance should be placed upon newspaper reports. The Commissioner stated that "I am not interested in what a newspaper said" and "I cannot be responsible for what is contained in the newspaper. It may be correct or it may not."

Notwithstanding the foregoing expressions and the established principle of law, that newspaper reports are not evidence and that no findings or conclusions should be based on such reports, the Commissioner nevertheless violated his own admonitions. On Page 51 of his Report he relies upon newspaper reports to make find-

ings and conclusions as to what occurred in maritime in previous years. We have set forth in our discussion of post-hearing matters that the Commissioner relied on newspaper reports to make findings of lawlessness and irresponsibility concerning outstanding trade union officials, and at Page 105 in his Report he again, relying on newspaper reports, concludes that they indicate an individual's propensity for violence. Under the standards pursued and observed by this Commissioner, rules observed in a kangaroo court are more protective of witnesses.

It is a fundamental principle in our judicial system that under no circumstances shall a member of the judiciary comment upon, let alone make findings and conclusions on any matter pending before another member of the judiciary for a decision. The Commissioner in his Report, at Page 132, chastised the SIU for displaying a lack of respect for constituted authority when it discussed an issue which was then pending before the judiciary on appeal. In a democratic form of government a party to a proceeding is entitled to express its disagreement with a court's decision, discuss and debate it. This is a matter which directly affects the party.

It is undisputed that during the hearings and at the time the Commissioner issued his Report, there were pending a number of actions including an action brought by the SIU against Upper Lakes, the Canadian Maritime Union, Michael Starr and members of a Conciliation Board. The action is to have the court declare a report issued by the then Minister of Labour, as well as a subsequent collective agreement, illegal, null and void. This case is to come to trial in two months.

Notwithstanding the foregoing, this Commissioner at Page 79 concluded that in his opinion the SIU "is not, at law, on sound ground in attacking the validity of the collective agreement."

At the time mentioned above, during the hearings, and when the Commissioner issued his Report, there was an action pending against the President of the SIU for contempt of an order of a court of the Province of Quebec charging that the SIU President caused members of the SIU not to perform certain services in violation of the court order. Notwithstanding the foregoing, the Commissioner at Page 89 of his Report, in a display of the highest degree of impropriety, made the following statement:

"Banks in his testimony on this incident was totally evasive, and took refuge behind a purported desire to abide by the constitution of the Union—their 'legislation' as he called it. There is no doubt in my mind that the action of the crew in refusing to move the Red Wing was in contravention of the orders of the courts of the Province of Quebec and was instigated by Banks."

The Commissioner has now made a judgment upon a serious matter involving a person's liberty while such issue is before a member of the judiciary who must determine the guilt or innocence of the SIU President.

The prejudice, the impropriety of this conduct, screams out. It is the strongest indication of this Commissioner's predisposition, bias, prejudice and animus against the SIU and its President. The Commissioner's report is replete with repetition of his injudicious conduct with regard to other pending litigation involving the SIU and its officers.

The SIU-Upper Lakes Dispute

The hearings, and the Commissioner's Report which emanated from them, arose out of a contractual dispute between Upper Lakes Shipping Ltd. and the Seafarers International Union of Canada.

This union—the SIU of Canada—has, since the early part of 1961, been the target of one of the most vicious and unscrupulous union-busting campaigns carried on against a trade union since the brutal, bloody anti-labour era of the pre-1930's.

This union-busting campaign has been spearheaded by the Upper Lakes company, a Canadian shipping arm of the notoriously anti-union American industrial dynasty dominated by the financial interests of the Norris family, and has had as its objective the destruction of the SIU

of Canada as a militant force for the betterment of Canadian seamen's wages, working conditions and welfare benefits.

This union-busting attempt, however, despite the enormous wealth and power of the Norris empire, could never have reached its present proportions without the aid and assistance of the Canadian Labour Congress and a number of Labour unions, Canadian and American, which seized the opportunity to settle long-standing jurisdictional scores with the SIU by abetting the employer in his campaign of destruction, in violation of the basic principle of trade unionism.

It should be noted at the outset that while the immediate root of the Inquiry was the SIU-Upper Lakes contractual dispute which broke out in 1961, this dispute had its real genesis more than a decade ago.

In conjunction with the overall attack upon the SIU manifested throughout the Report, the Commissioner, in his Report, attributes the current contractual dispute between the SIU and Upper Lakes to "discriminatory" contract demands by the Union upon this company.

This assertion completely ignores the history of the bargaining relationship between the SIU and Upper Lakes and the fact that the current dispute is the calculated culmination of the anti-SIU policy which this company has pursued from the moment it signed its first SIU agreement in 1951.

The organization presently known as the Seafarers International Union of Canada appeared upon the Canadian scene in 1949. The historical facts show that whereas virtually all other Canadian shipping companies signed with the SIU in 1949-50, Upper Lakes continued to put up stiff resistance to the SIU's organizing program for nearly two years and that, when it agreed to an SIU contract in 1951, it was the last major Canadian-flag operator on the Great Lakes to do so.

Following this, Upper Lakes not only continued its policy of stiff resistance to the SIU, but, in fact, almost immediately embarked upon an attempt to break its contractual relationship with the SIU and to supplant the SIU with another union, one which would be more amenable to the company's wishes. This was established during the hearings when testimony was adduced that in the summer of 1952, a few months after James Todd had been fired by the SIU from his job as an SIU port agent in Fort William, the personnel manager of Upper Lakes, Thomas Houtman, offered to cooperate with Todd in a plan to get rid of the SIU and supplant it with another union. The testimony, in fact, showed that Houtman was the moving force behind the offer of \$25,000 to Todd to bring about the creation of such a union.

The plan which Houtman, acting for Upper Lakes, attempted to implement as early as 1952, shortly after the company signed its initial SIU contract, failed to materialize because Todd, at the time, was unable to obtain support for a union to rival the SIU or to obtain a "trade union label" or the sanction of the organized labour movement in Canada to give this union the appearance of legitimacy which Upper Lakes wished it to have.

By the beginning of 1961, however, the picture was different. As a result of jurisdictional differences between the SIU and various powerful affiliates of the Canadian Labour Congress, arising out of the SIU's efforts to extend the wages, working conditions and welfare benefits it had won for its members to other seamen in the Canadian maritime industry, the relationship between the SIU and CLC had been severed and Upper Lakes saw in this situation an opportunity to carry through the union-busting plan which had lain dormant for nine years, but which had never been forgotten.

The history of the SIU-Upper Lakes relationship makes it clear that here is a company which, from the moment it signed its first contract with the SIU, was anxious to break its contractual relationship with the SIU and to bring about the creation of a union more amenable to its wishes, and that the overt anti-SIU campaign upon which this company embarked in 1961 was merely an extension of this long-

standing desire. Any attempt to attribute the action which this company took, beginning in 1961, to "discriminatory" contract demands is based either upon refusal to recognize the historical facts involved here or else upon a wish to divert attention from the company's real objective and to camouflage the company's real motives.

The continuing pattern of the company's attempts to oust the SIU and have it replaced with another union was shown also during the Commission hearings in the testimony of Michael Sheehan.

Sheehan was an SIU of Canada patrolman with a long history as a malcontent. In November of 1960, Sheehan's refusal to work in harmony with other SIU officials culminated in a heated dispute, at the end of which Sheehan's relationship as an officer with the SIU was severed. Shortly after that, he turned up in Ottawa where he not only began to regale officials of the CLC, as well as other Canadian labour leaders, with tales of alleged SIU violence and dictatorial tactics, but also discussed with them the creation of a new seamen's union to rival the SIU.

It should be noted that these discussions between Sheehan and leaders of the CLC, CBRT and other groups took place just as the Upper Lakes company was taking the first steps in its union-busting campaign against the SIU by preparing to add two new ships—the Wheat King and the Northern Venture—and to man the first of these ships with a complement smaller than the one normally required for such vessels.

During the Commission hearings, Sheehan conceded from the witness box that while he was talking to CLC and CBRT leaders in Ottawa, he was also talking to shipping industry people, and that he talked to Houtman, the personnel manager of Upper Lakes, about manning two new ships the company was bringing out.

Sheehan's testimony during the hearings further showed that he and Houtman made arrangements for manning at least one of these ships prior to the time the Canadian Maritime Union was established with Sheehan as its first president, and that Sheehan did, in fact, recruit scab crewmen for the Northern Venture—an activity for which he was compensated by the company.

It is interesting to note that in August or September of 1961, at a time Todd had been absent from the waterfront for approximately nine years, and had been working in shore side jobs, Sheehan met with Todd in Toronto and asked him to "do some organizing." A month later, in October of 1961, the CMU was formally established with Sheehan as its first president and Todd as secretary-treasurer.

The parallel between the Sheehan and Todd cases cannot be ignored and lends credence beyond doubt to the assertion that attempts to attribute the dispute in which the SIU of Canada is still engaged with this company to "discriminatory" contract demands or unreasonable actions on the part of the Union are without substance or validity, but on the contrary are attempts to mask the real nature of what can only be characterized as a conspiracy between Upper Lakes, the CLC and the CBRT in which Sheehan, in effect, was the catalyst.

The scab crewmen which Sheehan recruited for the Northern Venture, as well as the alien Greeks which the company recruited to man the Wheat King, were drummed into the CBRT as a prelude to putting them into the CMU. In fact, during the hearings, Maurice Wright—the counsel for the CLC, CBRT and CMU—conceded that the intention, throughout this entire first phase of Upper Lakes' anti-SIU campaign, was to turn these scab seamen, who were drummed into the CBRT, over to the CMU when it was set up.

The formal establishment of the CMU, as previously noted, took place in October, 1961, at just the time that the SIU was preparing to reopen the Upper Lakes contract.

The company thus, at this precise moment, had at hand a ready vehicle (CMU) to which to transfer its contractual relationship and thus

was in a position to launch the second phase of its union-busting program, which was to break its SIU contract completely, lock some 300 SIU members out of their jobs aboard all Upper Lakes vessels, and replace these SIU members through Sheehan and the puppet CMU.

Sheehan, in fact, testified during the hearings that, during the winter of 1961-62, while the SIU and Upper Lakes were still in contract negotiations, he started to round up crews for the Upper Lakes ships, even though these ships were not then under CMU contract.

Meanwhile, from the moment that the SIU had notified the company that it wished to reopen the Upper Lakes contract, the company refused even to meet with the Union. As a result, the SIU, in accordance with Canadian practice, requested that the Minister of Labour appoint a Conciliation Officer to bring the parties into negotiations.

In February of 1962 the Labour Minister appointed a Conciliation Board and at the first meeting of the Board, on March 5th, the company not only flatly rejected the SIU's request for contract improvements, but proposed downgrading the Welfare Plan and eliminating the Vacation Plan and the hiring and promotion clauses. Unless these conditions were met, the company said, its dispute with the SIU would be impossible to resolve.

Significantly, the company, at this initial meeting, presented a brief which gave status to the newly-formed CMU and expressed the hope that this puppet union would grow.

It should be noted that at this same time while the SIU-Upper Lakes contract dispute was going through the conciliation process there was a meeting in Toronto at which it was announced that the CMU expected to obtain the Upper Lakes contract. At this meeting, the Steelworkers gave the CMU \$10,000. During this same month, CLC officials Jodoit and Dodge also met in Ottawa with Leitch and Houtman, to discuss the manning of Upper Lakes' vessels. Dodge was later asked, during the Inquiry, if there had been any decision by CLC to crew Upper Lakes vessels before the conciliation proceedings ended. Dodge replied "We were convinced that there wasn't going to be a settlement of the issues before the Conciliation Board." Dodge further testified that he was not familiar with the SIU's contract demands at this time, but was going by what the Upper Lakes people had told him. Since there was no communication between the SIU and Dodge during this period, it seems obvious that Dodge was assured by Upper Lakes that there would be no contract settlement.

On March 14, 1962, the Superior Court for the District of Montreal issued an order prohibiting the Conciliation Board from taking any further proceedings because of the alleged failure of the chairman of the Board to comply with the law in convening a meeting of the Board—a failure which prevented the Union nominee from being present at the meeting.

On March 26, 1962, Conciliation Chairman Laviolette, whose appointment the SIU had protested on the grounds that he was a professional advisor to management, together with the company's nominee on the Board, informed the Labour Minister that "no useful purpose could be served by the Board's proceeding. The SIU nominee on the Board was not consulted. Despite the court order, the Labour Minister accepted the letters as the report of the Board, and Upper Lakes immediately went into negotiations with Sheehan and a representative of the CLC regarding a contract for the Upper Lakes fleet. The action of the Minister of Labour in considering private correspondence from the chairman and company representative on the Board as a Report, gave Upper Lakes a pretext for looking out over 30 seamen in its employ. This action by a government official, in the face of an order of the court, was in part the subject of a Quebec Law Review article (April 1963, Page 197) by prominent Quebec attorney, Philip Cutler, who said at Page 218: "The practical effect was that the court was ignored and left high and dry..."

The contract with CMU was signed on April 5, 1962. The SIU commenced an action contending that the contract was illegal, since the Labour Minister, Michael Starr, had certified a

Report two letters which stated on their face that a Report could not be given, and further contended there had been no disposition of the issues between the SIU and Upper Lakes as provided for by the Industrial Relations Act. The action is presently pending before the court.

As soon as this agreement with CMU was signed, Upper Lakes began to lock out of their jobs its approximately 300 SIU crewmembers, many of whom had been employees of the company for periods upwards to the 10-year contractual relationship with the SIU, and to replace these people with scab crews recruited by Sheehan.

Sheehan later conceded, under cross-examination at the hearings, that the CMU-Upper Lakes contract was negotiated before the new Upper Lakes crewmen were hired, and that no Upper Lakes employees helped to negotiate the contract "because we did not have the people in the union at that time." This, then, is a classic example of a typical "sweetheart" agreement.

Despite the revelation of all of these facts, the Commissioner steadfastly refused to acknowledge the Upper Lakes-CLC-CBRT conspiracy, with its attendant formation of the CMU and the lockout of some 300 SIU members from their jobs, and refused to permit SIU counsel to inquire fully into that area but nevertheless flatly asserted that there was "no conspiracy" and "no lockout."

Of equal significance is the fact that the Commissioner refused even to assign to the industrial dispute, from which the hearings arose, the stature assigned to this same dispute by the Rosenman Commission, appointed by the U.S. government at the request of the Canadian government.

Moreover, although the SIU several times during the hearings formally urged the Commissioner to meet with the parties in order to resolve the dispute, the Commissioner refused to do so and, instead, conducted the hearings in a manner which could not help but drive the parties involved further apart. Rather than making an attempt to find ways of solving this labour-management dispute which the Rosenman Commission recognized, the Commissioner instead complimented Upper Lakes and the CLC for creating it and chastised other shipping companies who have had good and stable relations with the SIU in the development of the Canadian maritime industry.

Once having relegated the dispute to an insignificant position, the Commissioner then concentrated most of his time on an investigation of the internal operations of the SIU.

The Seaway Boycott

The event leading to the institution of this commission was the premeditated and unlawful boycott of the Seaway carried out by the CLC and the CBRT. The first term of reference of the Commission was to investigate the disruption of shipping on the Great Lakes. It must be remembered in this connection that the real and only disruption to shipping was caused, not by a labour dispute involving a small percentage of Canadian vessels, but by the premeditated and unlawful boycott of the Seaway. The Commissioner recognized the importance of the Seaway by making the following preliminary remarks before the evidence on the actual boycott was introduced when he said:

Transcript, Volume 28, Page 4402:

"You will remember that at the opening of this Commission I stressed the fact that the subject matter of the Inquiry affects the welfare of all the people of Canada and is not a mere matter of jurisdictional differences between conflicting unions nor merely a difference between employers and employees. I pointed out that it was unthinkable that the usefulness of our magnificent international Seaway—natural and man-made—including the great part of Montreal and the other ports on the Lakes and Seaway, should be impaired by any such differences."

He recognizes in this statement the importance of the Seaway to Canada and the fact that, as he states, it is "unthinkable that a mere matter of jurisdictional differences between conflicting unions or merely a difference between employers and employees" should be allowed to impair the usefulness of the magnificent Seaway.

The Commissioner then proceeded, during the hearing, to divert the real nature of the Seaway boycott and to absolve from almost all responsibility the conspiring parties that unlawfully organized it. In his Report, he attempts to minimize the responsibility of the CLC and the CBRT with the fact that, although a boycott was called by them, it was the act of one ship, which, in exercising its rights to use the Seaway, caused the actual blockage. It must be remembered that 90% of the Great Lakes ships using the Seaway were manned by SIU crews and that any such boycott effectively blocked the Seaway to Canadian shipping. He is forced to admit, but grudgingly, that the CBRT was guilty of lawlessness, but he limits that lawlessness to a breach of their collective agreement with the Seaway Authority. If one compares this finding with the Commissioner's statement as quoted above, one can see to what length this man would go in order to protect those parties that he favored before the Commission, even though such protection meant that he was required to resort to a distortion of the evidence and to divert the real purpose of his Inquiry.

Evidence shows that the Commissioner failed to set forth the full story which demonstrates the magnitude of the offense which was committed by the CBRT and the CLC and others who assisted them, including representatives of the Seaway Authority. It is uncontradicted that as early as 1961, CBRT, with representatives of the CLC, were threatening illegal activities that would constitute the tie-up of the Seaway and that the Seaway Authority had knowledge of this plan.

This plot was continued into 1962 when it was actually brought into fruition. It represented the pinnacle of unbridled, immoral and illegal conduct. This incident further demonstrated that although the Seaway Authority had knowledge of the contemplated boycott it took no action to prevent its occurrence but, on the contrary, its supervisors participated in and aided this illegal boycott. In fact the Report, at Page 13, specifically sets forth that on June 26th, 1962, less than 10 days prior to the actual boycott on July 5th, Nicoll, the CBRT representative, advised Rankin, the President of the Authority, that the CBRT had decided to participate in a boycott of SIU ships in transit through the St. Lawrence Seaway.

William O'Neil, the Regional Manager of the Seaway Authority, testified with respect to knowledge as to the commencement of this boycott at

Transcript, Volume 28, Page 4449:

Q. When were you advised that the boycott would actually take place?

A. I was advised by Mr. Rankin, President of the Seaway Authority, on July 3rd that the boycott was to commence on July 5th.

Notwithstanding this knowledge by the President of the Seaway Authority at least two days prior to the boycott, no action was taken by the Authority to prevent this boycott. On the contrary, only after the boycott had been commenced and, coincidentally, on or about the same time that Federal authorities determined to convene this Inquiry at the request of the CLC, did the Seaway Authority seek injunctive relief.

Interestingly enough, as set forth in the Report at Pages 15 and 16, during the course of the boycott there were employees of the Seaway Authority, not members of the CBRT, who, together with their supervisor, participated directly in the mechanics of the boycott. A Mr. Dion was the dispatcher and his superior was Mr. Ellis. As the Report further shows, both Dion and his superior, Ellis, were in the dispatchers' station. Ellis, the supervisor, had a list of ships from which it could be ascertained which were SIU-manned ships. Dion testified as follows at

Transcript, Volume 29, Page 4632:

MR. DION:

"The list actually was not handed to me, Mr. Ellis had it. He sat alongside of me. He had this on the desk, or on the radio, that he was writing on, and as these vessels called in, some of them I knew as being S.I.U., because I knew the companies. Others I was in doubt about, so he would look at the list and then he would tell me."

It is crystal clear from the foregoing undisputed facts that there was certainly "cooperation" between the CBRT, CLC, Seaway Authority representatives and others. To conclude otherwise is to ignore realities and engage in fantasy. Notwithstanding this factual situation, the Commissioner chastized SIU counsel upon his submission that the Seaway Authority failed to discharge its responsibility but, on the contrary, participated in this illegal activity of the CBRT and CLC.

We think it appropriate to further point out that, notwithstanding CBRT and CLC's attempt to have it appear that this boycott activity was the voluntary democratic action of its members, the record shows to the contrary. The evidence clearly demonstrates that the Seaway boycott was instituted by the union executives alone, that the members of the locals never approved it (Pages 4313, 12,741-42, 12,779-80, 12,948). It was prearranged that a resolution would be submitted to these locals authorizing the boycott. The resolution was prepared in advance by Mr. Wright, counsel for the CBRT (Page 12,743). The resolution itself did not authorize a boycott but only asked for membership support for the Canadian Maritime Union (Page 12,785). Even this resolution was not passed by all the locals. In fact, many of the locals did not even vote upon the issue, nor was it made known to them (Page 12,746).

The Commissioner has failed to comment on this and to state that not only was the action illegal, but that it was effected without the approval of the union involved and was an arbitrary and dictatorial expression of the power of the executive of the unions involved.

Why has the Commissioner hidden these facts from the Canadian people? Is this not positive proof of his double standards; of his obvious and injudicious attempt to hide the real facts—facts which are favourable to the SIU and which would demonstrate that the irresponsibility is not that of the SIU but that of the CBRT, CLC and all those who participated with them in this action? Is this not proof of the partiality of the Commissioner, of the attempt by him to blacken the SIU during the course of these hearings and to protect the other bodies before him from any statements or impartial conclusions that might show them in a bad light to the Canadian people?

As shown above, these facts represent a most sordid picture of the unfettered use of power by certain irresponsible union leaders free from the control and wishes of their membership, a picture of blackmail upon the Canadian people and its representatives from those who profess to be the champions of right and the enemies of wrong. Even today, we are faced with continuation of the same blackmail. Jodoin, President of the CLC, said, while testifying, that if he considered that circumstances warranted it, he would not hesitate to tie up the Seaway again (Page 12,954). The President of the CMU has made threats since determination of the Inquiry that unless he had his way he would resort to another tie-up of the Seaway.

We submit that the Commissioner's failure to expose this sordid plot has given aid and comfort, if not protection, to the continuation of these blackmail activities engaged in by the CBRT and the CLC and now being threatened by Staples of the CMU.

We have shown the circumstances surrounding the alleged justification for the Commissioner's entry into the issues which were the subject of the hearing. It objectively displays that, at the very outset, not only was justice not being done, but an attempt was never made even to have justice seem to be done.

Violence

One of the foundations, if not the main one, used by the Commissioner to justify his strange recommendations are his conclusions as to the topic "violence and lawlessness." In this area the Commissioner has done violence to the basic concepts of judicial propriety, fair play and natural justice, and has further demonstrated beyond a doubt his bias and predisposition.

At the early stages of his proceeding, it became apparent that the Commissioner was

creating, straw by straw, the proverbial straw man for its eventual destruction. He permitted inflammatory and prejudicial testimony to be admitted in evidence without connection or casual relationship and, notwithstanding the failure to connect or relate such testimony with the SIU and/or its officers, he nevertheless concluded, while destroying his straw man, that the SIU and its officers were responsible for such conduct.

Of equal import and significance is the effect this has had upon the general public. The proverbial air of terror was allowed to be created, with widespread publicity given to the allegations contained in the inflammatory and prejudicial testimony, notwithstanding that it has not connected or related to the SIU or its officers. The SIU, its officers and the entire trade union movement have been severely damaged by the tactics of the Commissioner, as, more important, have been the principles upon which the administration of justice are based.

One of the earliest illustrations of the foregoing conduct is set forth when such improper testimony was introduced into the hearing over the violent objections of SIU counsel. The witness testified as to a vicious assault being committed upon a person without any connection or casual relation to any party in the proceeding. Such testimony even prompted Commission counsel to point out the unfairness and the prejudice which this type of evidence invites, at

Transcript, Volume 5, Pages 717-720:

MR. DUBIN: Mr. Commissioner, I understand that charges are pending, apparently as a result of this incident.

THE COMMISSIONER: Yes.

MR. DUBIN: The evidence of Mrs. Scavarelli, left in its present status is rather unfortunate in that it is left there. At the moment it does not appear to have any significance. It might have, or it might not have.

THE COMMISSIONER: There is no reason, Mr. Dubin, why this inquiry cannot go into the whole question, as long as it does not prejudice the matter of the hearing of the charges, and I am going to be very careful about that. But I assume that in due course evidence may be adduced which will be added to the evidence of Mrs. Scavarelli.

MR. DUBIN: I think it is rather unsatisfactory, Mr. Commissioner, to leave it in the way it is.

THE COMMISSIONER: Yes.

MR. DUBIN: It has obviously been led to be of some relevance to the inquiry, and at first blush it is a disclosure of a very terrible beating.

MR. DUBIN: My Lord, perhaps I might make this respectful suggestion to my learned friend, Mr. Geller, that perhaps evidence of this nature, merely putting on the record evidence of a very terrible beating, which of course everyone would regret, I do not think is very helpful to us. It may or may not be an unfair inference to draw, that people—

THE COMMISSIONER: Well, I assume that evidence is going to be adduced later to identify these men.

MR. DUBIN: It should be tied in, in fairness to all parties here, with something we are inquiring into. At the moment it is merely a statement.

MR. DUBIN: I suggest that he stands down and we consider it further. But I would point out to my learned friend in an endeavor to be of help to everybody that it is my respectful submission that this type of evidence, left in the bald way that it is, is not particularly helpful, and that it might be unfair.

MR. GELLER: May I make a submission on this question, My Lord?

MR. DUBIN: My Lord, I am not trying to take anyone's position, but I do want to help keep this matter on an orderly basis, and I am rather concerned that evidence of this nature has been lead really without inquiring into it and finding out whether it is or is not related to the matters under inquiry . . .

With the above inception of the breach of fair conduct, rules of evidence and the principles of natural justice, the flow of this impropriety increased throughout the hearing. Over the objections of SIU counsel, witnesses testified about events, assaults and threats without connecting or relating them to the

SIU and its officers. The inflammatory and prejudicial effect was reflected daily in news reports. Guilt was determined without proof—merely upon a recitation of a reprehensible act. We submit that a witch hunt was the consequence. Every time the Commissioner permitted this clearly improper testimony into evidence, he was adding a further straw to his proverbial straw man. The sacrosanct principal of trial by law and not by mob hysteria was wantonly violated. In this manner, straw by straw, the Commissioner completed his straw man. He then proceeded to demolish him and his Report openly demonstrates his technique. He premises this technique by first using as a mental peg the report that the SIU President gave to the 1951 Convention of the parent union, taking out of context statements that physical help had been furnished by other affiliates of the International in 1949 and 1950. The Commissioner then concluded that the SIU President was an instigator and an exponent of the use of violence. However, an examination of the record exposes these improper tactics. It shows conclusively that with respect to what transpired in 1949 and 1950, as established by the British "White Paper" at that time and the findings of the International Transportworkers Federation, the Communist movement was engaged in overt acts to restrict the implementation of the Marshall Plan and this meant the harassing, the delaying and the preventing of the movement of the Canadian merchant marine as well as that of other countries of the free world. The SIU and its members were manning and moving such vessels, as a result of which Communist elements in maritime labour, opposed to the Marshall Plan and the SIU, were committing repeated physical attacks, beatings and assaults upon the members of the SIU. The SIU in Canada received the physical support of its affiliates to defend itself against these vicious attacks. The Commissioner has taken acts where a person seeks to defend himself and has twisted them to have it appear that an unlawful act has been committed by the person attacked. Apparently recognizing that his technique required an appearance of substance, the Commissioner stated that most of the outstanding trade unionists in Canada who supported the SIU President have suffered "a change of heart," implying thereby that this is a fact and there was substance to their change of position. He again conveniently fails to mention that a substantial number of outstanding trade unionists had given written evidence of their support of the SIU, its members and officers, but such evidence was not permitted to be made part of the record by the Commissioner.

With the foregoing background, the Commissioner in his Report then proceeded in the demolishing of his straw man to make conclusions and findings unsupported by facts and, at times, apparently realizing this, resorted to the techniques of castigating the SIU President by inference and innuendo. Examples of this are as follows:

The Commissioner states that the SIU President's history in Canada from the early beginnings has been a history of union strife marked by acts of violence. The record is devoid of any cogent evidence to even create an inference to support that conclusion, let alone to make such a conclusion. We may assume that the Commissioner placed reliance upon witness Sheehan relative to this alleged "history of violence." If such is the case, the absolute refutation is contained in Sheehan's own words. We refer to the incident involving the Federal Voyageur mentioned above, where Sheehan on the issue of violence created a fabrication that an SIU official was responsible for violence and yet, on his own statements, written at that time, established that such allegation was purely his fabrication.

In the same vein, the Commissioner concludes that the SIU has been guilty of unlawful acts against persons and properties of individuals opposed to it, particularly in 1961 and 1962. Once again, he makes this finding and conclusion notwithstanding the fact that the record is devoid of evidence to establish or demonstrate that the SIU was either connected

with such incidents or that there existed a causal relationship. Again, demonstrating his purpose to create an atmosphere prejudicial to the SIU and its officers, the Commissioner stated that persons were afraid to give evidence before the Commission because of the threat of violence. The record does not support such a statement and it is reprehensible that the Commissioner saw fit to resort to these tactics. The culmination of the Commissioner's conduct is best demonstrated when he concludes that the SIU President's violence is compulsive. Without any evidence in the record to establish the President's violence, he then compounds his error by concluding that it is "compulsive." We find it difficult to understand this last conclusion for the record contains no medical testimony upon which such conclusion could be arrived at.

As we stated before, the Commissioner, apparently realizing that the record would not support his conclusions on this issue of violence, then resorted to the utilization of influence and innuendos and the employment of similar techniques. Examples of this improper conduct are as follows:

The Commissioner states that the evidence "indicates" that lawlessness was instigated and supported by the SIU President. He further states that persons allegedly committing assaults made remarks indicating that they were members of the SIU, or acting on its behalf.

These are illustrations of creating a prejudicial atmosphere of unlawfulness without finding any unlawfulness.

On this issue of violence there is an area which history again teaches us is an integral part, indivisible from acts of violence. It is a subject which the Commissioner clearly played down and almost totally ignored because its exposure and explanation deal a lethal blow to the Commissioner's thesis. It is the area and subject of private detectives. Contained in this record is the uncontradicted testimony of Jack Leitch, the President of Upper Lakes Shipping Ltd., that a small fortune was paid to private detectives; that to one detective agency alone the Citadel Detective Agency, the sum of \$361,000.00 was paid, and approximately \$330,000.00 of that amount was paid to that private detective agency in 1952. The "explanation" given for the expenditure of this inordinate amount was that the police authorities, Municipal, Provincial and Federal, were unable or unwilling to enforce the law. Consequently, this company "employed" these private detectives. This is the illusion or pretext which Upper Lakes attempted to create to justify its "employment" of what the company itself referred to as its "private army." To repeat a phrase constantly utilized by the Commissioner, the people in Canada weren't "born yesterday."

The history of the working man's struggle to secure social and economic justice, in the many bitter struggles with anti-union employers, is replete with instances where those employers utilized private detectives, armed guards and labour spies. These persons constituted the private armies thrown against the working man.

An outstanding authority on the history of this struggle is Lloyd G. Reynolds, Professor of Economics, Yale University, and he discusses this subject in his book entitled *Labor Economics and Labor Relations* (Prentice-Hall Inc.). His comments are most illuminating in discussing the policy of anti-union management as follows:

(Page 151) The customary policy of management, when confronted with a threat of unionization has been to resist unionism by any and all means. The methods used have ranged from economic coercion through physical violence against individuals to full-scale military assault.

Spies were employed to infiltrate into the union organization and to report union plans and the identity of union members. Union organizers and leaders were assaulted by company guards, arrested for invasion of local ordinances, ridden out of town by vigilantes, organized and armed by the employer, and occasionally murdered.

The union was forced either to abandon its campaign or, if it had considerable strength in the plant, to call a strike for union recognition. The employer then usually set out to break the strike. Striking workers were encouraged to return

to work as individuals and frequently threatened with discharge if they did not return by a certain time. Strike breakers were imported from other areas. Additional company police were hired, armed with gas bombs, black-jacks, and small arms and used to break up picket lines and keep strikers away from the plant. Where local police were "cooperative," as they usually were, they were also used for these purposes; in some cases, company police were armed with public authority by swearing them in as Special Deputy Sheriffs.

Another outstanding authority on the history of the working man's struggle is Sidney Coy Howard. In his book entitled *The Labour Spy* (Republic Publishing Co., N.Y.) in chapter X, titled "Violence," he sets forth the following:

At Page 179—

"... the figurehead of the employers' opposition to labor has been the extra-legal detective spy. In all his various embodiments of himself, as thug, gunman, agent provocateur and armed guard, he has always been, if not the cause, at least the heart, of labor violence."

At Page 180—

"The official records of the labor detective are almost wholly the records of his violence. The violence of the detective is fundamentally the violence of the employer who retains him. Since the employer defends the detective in the courts, he may reasonably be supposed to have commanded him to the field."

With this background, this history, SIU counsel, time and again, requested the opportunity to examine Upper Lakes' records of payments for these private detectives, this private army. Every request was rebuffed by the Commissioner. Later the Commissioner admitted that Commission auditors examined Upper Lakes' records relative to these payments but nevertheless refused to make the results of such investigation public. More important, he refused SIU counsel the opportunity to examine these records. This, in our opinion, was most improper when the record reveals that the incidents of assaults and property damage occurred almost exclusively during the same period when Upper Lakes spent in excess of \$300,000.00 for its private army. Under these circumstances, the failure of the Commissioner to make available these records to SIU counsel, and to the public at large, is a further example of his failure to conduct an open and fair hearing.

There is a further aspect involving this area of Upper Lakes' utilization of this private army which the Commissioner conveniently fails to mention, but which we believe is of crucial significance. The record indicates that in its dispute with Upper Lakes, the SIU had established picket lines and thus had engaged in lawful, economic action. These picket lines were most effective. It is academic that when a union has an effective picket line, only the employer can gain from any action which would result in the removal of that picket line, such as an act of violence. The record shows that at various places the Union had such effective picket lines. Nevertheless, the alleged acts of violence never connected to the Union, resulted in removal of picket lines, permitting the company to break the successful economic action of the Union. Under these circumstances, clearly it was the obligation of the Commissioner to make available to the public and SIU counsel the records of this private army so that an objective evaluation could be made.

The Commissioner, again apparently realizing that his case to establish SIU responsibility for acts of violence is really in effect built upon shifting sands, attempts to shore up his case by the reliance upon writings of outstanding American legal and judicial authorities. In doing this, he reveals the absence of merit to his position and exposes his bias, prejudice and injudicious conduct.

The Commissioner recognized that nowhere in the record is there any evidence to connect the SIU with the acts of violence. He is therefore, reduced to using inferences based upon circumstances, a theory untenable and, absolutely unwarranted in the light of this record. In doing this, he does extreme violence to the rules of evidence and natural justice. In attempting to, nevertheless, give substance to the "circumstantial evidence" to substantiate a finding against the SIU, he cites Professor Julius Stone, a distinguished American professor of law, and states that Professor Stone has put the proposition (treatment of circumstantial evidence) succinctly in an article in the 1946 *Harvard Law Review* as follows:

"There is a point in the ascending scale of probability when it is so near to certainty, that it is absurd to shy at the admission of the prejudicial evidence."

The above citation and the Commissioner's treatment of the same exposes his injudicious conduct and conclusions.

To commence with, the Commissioner is in error as to the source of his citation. The citation is contained in the *Harvard Law Review* published in April, 1933, not in the 1946 *Harvard Law Review*. Most important, it is improper and a substantial breach of ethical conduct to cite one sentence out of a document which supports your proposition when the document as a whole conveys a meaning contrary to that expressed in the one sentence, or does not support the thought expressed in that one sentence. This is what the Commissioner has done. Here is the entire quotation, in its proper context, of Professor Stone's article, from which the Commissioner has cited only the one sentence set forth above:

"there is a human paradox here which logical formulation cannot resolve. In a trial for an unpleasant crime, evidence must be excluded which indicates that the prisoner is more likely than most men to have committed it, but evidence must be admitted to show that no man but the prisoner, who is known to have done these things before, could have committed it. There is a point in the ascending scale of probability when it is so near to certainty, that it is absurd to shy at the admission of the prejudicial evidence."

The above citation shows that the rules of evidence require:

1. Evidence must be excluded which indicates that the accused is more likely than most persons to have committed the offense.
2. Evidence is admissible to show that no individual but the accused, and who is known (this means personal knowledge) to have done these things before, could have committed it.

It is only when the above tests have been met that the prejudicial evidence may be admitted.

The application of the above principles to the facts in this record completely demonstrates the Commissioner's error in accepting and permitting to remain in evidence testimony as to acts of violence unconnected to the SIU or its officers, and his ultimate findings premised on such inadmissible and prejudicial testimony, for the testimony as to the alleged acts of violence, unconnected to the SIU or its officers, unquestionably fails to show that no one but the SIU and its officers could have committed it. On the contrary, the record shows that the private detectives or the private army could have committed it, and, furthermore, that it would have been solely to the advantage of the employer for them to have committed it. We further submit that had the Commissioner afforded us the opportunity of examining the records of Upper Lakes on these private detectives, it might have been conclusively established. Furthermore, the second test pronounced by Professor Stone is not met, which test is that it must be shown that the person accused is known to have done these things before. "Known" in this context is equated with "undisputed."

The Commissioner has engaged in further error in his citation of part of an opinion of the renowned American jurist, Justice Holmes. The Commissioner would have it appear that the principle recited by Justice Holmes is a general principle of law, applicable to each and every factual situation. Principles enunciated in certain cases are applicable only to the facts present in that case. The principle cited by the Commissioner is as follows:

"But the action does not appear to have been arbitrary except in the sense in which many honest and sensible judgments are so. They express an intuition of experience which outruns analysis and sums up many unnamed and tangled impressions; impressions which may lie beneath consciousness without losing their worth." (Mr. Justice Holmes in *Chicago, Burlington and Quincy Ry. Co. v. Babcock* 1907 204 U.S. 585 at 598.)

The Commissioner attempts to accept this statement as a guide-line for judicial conduct. From an examination of the case, it is shown that Mr. Justice Holmes considered this method appropriate to the functions of a Tax Board of Assessors, persons required to use an expertise in a limited field of an administrative

agency. There is no justification to enlarge the area of the type of function to which this dictum applies and it is improper to use this dictum as a justification for arbitrary conduct in the course of a hearing or trial. It would have been more apropos if the Commissioner had heeded the fundamental principles and admonitions of Mr. Justice Holmes relative to the function of hearing officers and members of the judiciary which are set forth in the publication *Law and the Court* from Speeches by Mr. Justice Oliver Wendell Holmes (Little, Brown and Co., Boston, 1934) at (101).

"It is a misfortune if a judge reads his conscious or unconscious sympathy with one side or the other prematurely into the law and forgets that what seems to him to be just principles are believed by half his fellow men to be wrong."

Rather than engaging in semantics, the quoting out of context to justify his improper rationale, the Commissioner should have exemplified judicious conduct and abided by the accepted judgment of Canadian courts on this issue of suspicion as proof—as exemplified in the case of *Rex v. McDonald*, British Columbia Court of Appeal, 101 C.C.C. Page 78 at 82, where the court stated:

"But these suspicious circumstances even regarded cumulatively cannot strengthen the identification evidence since they cannot give any certainty to it. As Mr. Justice Darling is reported to have told the jury in the Morrison case (Lord Darling and his Famous Trials, by Graham, p. 101): "You must not convict a man on one suspicion, you must not convict him on a thousand suspicions; you must not add a thousand suspicious circumstances and say 'that is proof'. No, you must find somewhere a solid anchorage upon which you can say: 'I am secure of this basis.'"

Union Democracy

The full measure of the Commissioner's hostility toward the basic concept of democratic trade unionism can be gauged by the nature of his attack on the internal operations of the SIU, wherein he also seizes the opportunity to insidiously undermine basic trade union practices and procedures which the labour movement has long accepted and extensively utilized.

A study of this section of the Report by any objective and dispassionate reader, makes it clear that this Report reflects not only a fundamental antipathy to the concept of democratic trade unionism, but also to basic concepts upon which the institutions of our democratic society are founded.

The Commissioner, in short, makes it manifest in this area — despite the fact that he righteously gives lip service to the contrary—that he believes that the people, the citizens of a nation or the rank and file members of a union, have neither the intelligence, initiative nor desire to determine for themselves what is best for themselves, and that this determination must therefore be made by some superior intellect, or authoritarian power, and then imposed upon the masses.

This anti-union and anti-democratic philosophy which the Commissioner harbors reaches its full flower in his attacks upon the internal operations of the SIU, as evidenced not only by the nature of his attack upon its institutions, but by the very language he employs in this attack and by his continuous caustic and sneering comments relative to all democratic procedures developed and approved by the membership to assure their full participation in the affairs of their Union and the protection of their rights.

Thus, the Union constitution, the base upon which the democratic structure rests, becomes, in the Commissioner's peculiar view, merely a conglomeration of what he calls "intricate provisions"—a "rigmarole" designed not to safeguard the membership of the Union, and to spell out their basic rights within the society in which they live, but simply to confuse them as a means of enabling the officers, and particularly the SIU President, to institute and perpetuate control.

In this connection, it is most interesting to note the application of a technique which the Commissioner has employed throughout his Report—that is, the creation of a two-horned dilemma, of a situation in which the person or group that the Commissioner has chosen as the object of his attack is damned if he does and damned if he doesn't.

Thus, with respect to the Union constitution, the Commissioner has placed particular emphasis on any action by the Union or its officers which he thought could convey, through innuendo or allegation, the impression that such action was not taken in accordance with the constitution.

Yet, when it has been clearly established by the record that actions taken by the Union members and their officers were completely in accord with the constitution, the Commissioner has reverted to form by declaring, in effect, that such adherence to the constitution was meaningless, inasmuch as the constitution itself is nothing but a "rigmarole" and furthermore that the members, in approving this constitution, did not know what they were doing.

This disdain for the intelligence and the ability of men to set up their own democratic institutions for the government of their own affairs, in the manner that they themselves see fit, is again reflected in the Commissioner's comments relative to other aspects of the SIU's internal operations — membership meetings, membership committees, elections and trial procedures.

Again exposing the true nature of his attitudes relative to the operation of democratic procedures, the Commissioner resorts to purple prose in deprecating the intrinsic worth of these union institutions.

Thus, just as he has called the constitution a "rigmarole," he sneeringly and contemptuously refers to Union membership meetings as "facades" for democracy, and Union trial procedures as the "trappings of democracy."

With respect to membership meetings specifically, the Commissioner displays his disdain for the concept that free men have the right to conduct their own affairs by alleging, without substance, that even though constitutional procedures were adhered to, these meetings were forums for making "pious statements as to the importance of democracy" and says that "all this was a mere facade of righteousness."

In this connection, the Commissioner bases much of his contention on the fact that only a percentage of the Union membership attends Union meetings, despite the fact that only a percentage of the population of democratic countries normally participates in the processes of democracy, in spite of the opportunity given to every citizen to do so. Municipal elections, for example, generally are participated in by less than 50% of the electorate, and Federal elections by only a slightly higher percentage.

With respect to elections, the Commissioner here again distorts and perverts the purposes of the Union's election procedures by deprecating the constitutional provisions governing credentials committees, nominations committees, etc.

In addition, as he has done in other areas, the Commissioner twists his interpretation of the election procedures in an attempt to make it appear that the purposes of these democratic procedures are being perverted for sinister ends.

Thus he says that the names of Union officers were placed on the ballot when there was no contest for their office, merely to enhance their prestige, notwithstanding the fact that this practice is widely utilized, not only in union elections, but in government elections in many democratic countries.

It is perhaps in the area of trial procedures that the Commissioner's acid reaches its high-water mark, particularly in his references to what he calls the trial of James Todd in Montreal in 1952—a trial which, again carried away by his own rhetoric, the Commissioner describes as a "travesty of justice."

In these references, the Commissioner paints a picture of "a mild and easily confused individual . . . beaten down by the browbeating tactics of (the then-SIUNA Vice President) Hall."

Most significantly, however, the Commissioner takes no note of the fact that the testimony adduced at the hearings established that Todd, prior to the 1952 trial, had met with Houtman, the personnel manager of Upper Lakes, relative to a plan to replace the SIU with another

union, and that Houtman had, in fact, been the moving force behind the offer of \$25,000 to Todd to create such a union.

When one considers the numerous allegations and assertions which the Commissioner has made concerning not only the SIU's trial procedures, but also the credibility of witnesses, and the factor of the current Upper Lakes, CLC, CBRT conspiracy against the SIU, which this Commissioner flatly asserts is "no conspiracy," it is not surprising that the Commissioner has failed to make mention of this most significant aspect of the Todd "trial" of 1952, as this aspect was exposed in its true proportions during the hearings upon which the Report is based.

Another example of the Commissioner's perversion of a trade union function, to make it appear that this function is being improperly performed for a sinister end, can be seen in his references to literature published by the Union, particularly the *Canadian Sailor*, which he chastises for circulating "false and scurrilous statements."

Here again, we see the application of the technique of the two-horned dilemma, whereby the Commissioner, in various places throughout the Report, has attempted to convey the impression that the democratic procedures, established by the members and embodied in their constitution, are ineffectual in practice because of the absence of an informed membership, and yet upbraids the Union for the publication of material which presents the Union position with respect to the many vital issues with which the membership is intimately concerned, as was shown in exhibits filed by the Union during the hearings. Again, the Commissioner perverts and distorts legitimate purposes and objectives, and twists his interpretations to convey the impression that this Union apparatus, too, is being used for a sinister purpose—to "brainwash" the membership.

In an attempt to support this thesis, the Commissioner cites from a report to the membership by the SIU President regarding the dismissal of a former editor of the *Canadian Sailor*—a report which, upon its reading, notes only that this editor was dismissed for his opposition to the presentation of the Union's position in relation to ship owners.

In another attempt to buttress his premise, the Commissioner, in a derogatory manner, refers to the *Canadian Sailor's* choice of language, commenting on the use of such words as "fink," "scab," "phoney," etc., notwithstanding his own extensive use of purple prose and clichés, notwithstanding the fact that certain words are an integral and historical part of the vocabulary of seamen or other trade union members, and notwithstanding the democratic right of free editorial choice.

We submit that the proper function of a trade union publication, or other house organ, is to present the point of view or position of the organization or union for which it speaks, and the members thereof, on issues in which the members are involved—which, with respect to union publications specifically, are frequently of a controversial nature allowing for wide differences of interpretation with respect to the facts involved. Certainly, management retains this prerogative in its literature.

The one other area which we feel should be commented upon is that concerning the expenditure of Union funds for membership facilities, particularly at the Montreal headquarters, which the Commissioner again distorts into an allegation that the SIU President spent money "lavishly" at the Montreal headquarters in order to enhance his "personal prestige."

In this connection it is most interesting to note the criteria which the Commissioner has utilized in his evaluation of the proper functioning of a trade union. He, in effect, commends the CBRT because it has spent only \$150,000 on its headquarters building and invested nearly one million dollars in government and other securities, while at the same time he chastises the SIU for having spent some \$700,000 on buildings for its membership and for having no investment in securities. These are strange standards to apply to a trade union when penury is commended and the provision of membership facilities is rebuked with words such as "lavish" and "grandiose." Obviously, these

comments by the Commissioner are but another example of his wish to impose his will, his standards, his criteria, on the will of the Union members.

The Rights of Seamen

The Commissioner's philosophy of benevolent despotism is exemplified in his treatment and comments pertaining to attempts to establish democratic procedures to guarantee the protection of the seaman's rights and his economic well-being.

Associations of free peoples have historically established their own rules to regulate their conduct. These rules are voluntarily amended by them from time to time, in accordance with the changing needs of their societies. It is uncontested that in the early 1950's there were present in the maritime industry in Canada elements which constituted a threat, not only to that industry but, more important, to the nation as a whole. In addition, within the industry, because of the nature of the calling and the fact that a vessel constitutes the home of the people who work aboard it, rules of necessity have to be established to regulate the conduct of what is comparable to a family. As society progresses, so do the rules of conduct change. Paramount, however, is the fact that in any democratic society it is the people who are the source of the establishment and the change of these rules. It has been no different with the seaman in the regulation of his industrial society.

All of the foregoing must be borne in mind to have the proper perspective as to what occurred and what has been changed and recommended.

Within their industrial society the seamen had established their rules to protect their well-being, and to maintain discipline in those instances where to do otherwise would destroy the industrial society. The Commissioner, we believe, recognizes this but, nevertheless, has attempted to have it appear that the discipline which was imposed in the early 1950's had been, and was being, regularly and consistently applied at the time of his hearing. It is most interesting to note that the thrust of the Commissioner's criticism is not directed to the imposing of discipline *per se* but to the absence, in his opinion, of proper safeguards and the arbitrary manner in which such discipline has been applied. The SIU during the hearing attempted, time and again, to bring this issue into proper focus, but was met in various ways with a wall of predisposition and bias.

Toward the end of the hearing, recognizing that under the format in which the hearings were being conducted, this issue could never be made known to the general public and, once and for all, to lay to rest the distorted picture which had been portrayed of the manner in which discipline had been imposed, the SIU voluntarily proposed rules of procedure which would establish, beyond a doubt, that there would be proper safeguards in the imposition of any discipline.

Most significant in this proposal was the fact that this constituted voluntary action and repeated assurances of democratic protection for the exercise of rights by union members unequalled by any other labour organization in Canada, with perhaps one exception. This motivated the Commissioner to make some unusual comments in his Report, for the Commissioner obviously recognized that this suggested program and its implementation contained the instrument which would expose and demolish the Commissioner's critical comments. We propose, therefore, to examine the Commissioner's statements in his Report and lay bare to the public his presumptuous and improper comments.

In the early part of this year there was established, as a result of membership action of the seamen, a Maritime Appeals Board. Thereafter, the renowned Commodore O.C.S. Robertson, R.C.N., retired, accepted the appointment as the Judicial Officer, the head of this tribunal, the individual to whom any member could appeal. Recognizing that the presence of such a man would demolish his thesis, the Commissioner has attempted to sow the seeds of doubt as to his possible effectiveness. The Commis-

itioner on Page 203 of his Report admits that on its face the Maritime Appeals Board bears some resemblance to what has been generally held to be an institution demonstrating an advanced form of union democracy. Nevertheless, he then levies his attack upon the Board, alleging that the Board has no law to apply except the SIU constitution and rules and that such are inadequate to protect the rights of the members. It is most interesting to note that he fails to set forth the terms of reference of the Maritime Appeals Board but instead has tucked them away in an involved Schedule which is physically separated from the Report itself. He further fails to set forth the applicable provisions of the SIU constitution and rules. We submit that he pursued this conduct because the presentation of these items would refute his contention, as we will shortly demonstrate. He reaches the pinnacle of his presumptuous conduct when he makes this irresponsible comment on Page 203 of his Report, as follows:

"Allowing to Commodore Robertson all the good intention in the world, he has no real freedom of action to give proper protection to the seamen, whether he recognizes it or not."

What are the terms of reference and the rules and laws to be applied? How valid is the Commissioner's conclusion that Commodore Robertson has "no real freedom of action"?

The terms of reference of this Board encompass the following:

1. The terms of reference have been established by democratic action of the membership of the SIU at the membership meetings.

2. The Board has been created to guarantee "high moral and ethical standards" in the administration and operation of the Union and is to encompass the rights and privileges of individual members.

3. The Board shall consist of an impartial person of good public repute.

4. The Board has the power and duty to make final and binding decisions of any alleged violations of the inalienable rights of the seaman to employment.

5. The Board shall establish its own rules of procedures and practices to carry out its objective and endeavor to expedite the disposition of all cases.

6. The Union is to pay the full cost to insure the proper functioning of the Board, including, but not limited to, the maintenance of an office and staff.

7. The Board shall carry out its functions separately and apart from any Union activity or installation.

8. All monies spent by the Board for its operation shall be audited by a chartered accountant and publicly made known.

9. Appeals may be heard on alleged violations occurring as long as three (3) years prior to the date of the appeal.

10. The seaman's right to designate a representative to appear with him is unfettered, and he is guaranteed a full opportunity to present all matters before the Board. Appeals are not made to the Union but directly to the Board.

11. The Union is required to furnish to the Board any and all records in its possession in the processing of the appeal.

12. All copies of the Board's decisions are sent to the appellant and required to be published in the Union's regular publication—*The Canadian Sailor*—a complete and absolute disclosure.

13. The Board has complete authority to engage such professional and technical personnel as may be required.

14. To accommodate and assure the exercise of the right of appeal, hearings are to be held at such locations as to minimize any expense and inconvenience to the seaman appealing, and the Commodore is empowered to travel to any location to conduct such hearing.

15. The extent and scope of the hearing shall be such that, in the discretion of the

Board, it will bring to light all facts and issues involved.

16. All matters pertaining to an appeal are to be considered only at a public hearing. There may be no *in camera* proceedings. The Board makes an annual report of its activities which shall be published in the *Canadian Sailor* and furnished to the public press upon their request.

The foregoing are the terms of reference and we have no hesitation in stating that to any objective person, the "terms of reference" refute the Commissioner's conclusions. However, these are only part of what the Commissioner refers to as "the law to apply." The balance of the law to apply are the provisions of the SIU constitution. They provide as follows:

1. Inalienable rights have been created for members of the Union.

2. No member shall be deprived of any such rights or privileges.

3. Every member shall have the right to nominate himself for office and, if elected, to hold such office.

4. No member shall be deprived of his membership without due process of the law of the Union.

5. No member may be tried by other than his equals.

6. No member shall be compelled to be a witness against himself.

7. Every Union official shall be bound to uphold and protect the rights of every member.

8. Every member charged with violating the laws of the Union shall be confronted with his accuser and guaranteed a fair and speedy trial by an impartial tribunal of his peers.

9. No member shall be denied the right to express himself freely on the floor of any Union meeting or a Union committee meeting.

10. There shall be no discrimination against a member's nationality, race or religion.

11. Members have the right to be given copies of the constitution, by-laws, rules, shipping rules, contracts and other literature pertaining to their interests.

12. Members are guaranteed that their officers shall be elected by secret ballot.

13. Any member may bring charges against any other member or officer.

14. No general strike may be called unless approved by a majority vote of the membership.

15. Regular bi-monthly meetings shall be held at Headquarters and at all branches of the Union.

An examination of the terms of reference, with their express provision that the Maritime Appeals Board has been created to guarantee high moral and ethical standards in the administration and operation of the Union, coupled with the brief statement of the principles of the Union and the rights of its members, constitute a total refutation of the Commissioner's conclusions that there is no "rule of law" for Commodore Robertson to apply "whether he recognize it or not."

In conclusion, we ask how many other unions in Canada have voluntarily proposed and implemented such a program to protect Union democracy within an industrial society? We believe it appropriate to inquire why the Commissioner, when he engaged in the impropriety of setting forth post-hearing matters, did not set forth the fact that Commodore Robertson has heard cases, has made rulings contrary to the initial determination of the Union, and such rulings have been complied with by the Union.

Union Finances and Trust Funds

The biased, injudicious and anti-union attitudes of the Commissioner, which are manifested so blatantly in other areas of his Report, are expressed in equal measure in the Com-

missioner's comments and accusations relative to union finances and trust funds.

This section of the Report clearly delineates a major technique to which the Commissioner has resorted. Having once established his objectives, which is the destruction of the SIU, the Commissioner then attempts to achieve his purpose by first attacking the officers of the Union.

Unable, however, to substantiate by the record any illegality — any misappropriation or malfeasance — the Commissioner has insidiously resorted, by the use of such phrases as "reasonable assumption," to imply impropriety, when, in fact, there has been no impropriety. On the contrary, the record establishes that the expenditures of union funds, in the areas which the Commissioner cites in this section of the Report, were made in accordance with the procedures established by the membership, as set forth in their constitution, and that these expenditures were approved by the membership in accordance with the provisions for membership control of finances, as also embodied in the constitution.

With respect to the trust funds, a reading of the Report makes it clear that in this area, too, the Commissioner has been unable to substantiate by the record any charge of illegality, and thus has been obliged to resort to inference, assumption, and innuendo.

The matters commented on by the Commissioner are as follows:

A. Cash advances to the SIU president; auditing committee.

B. Officers' salaries.

C. Salary in advance.

D. Hotel bills.

E. Vacation pay.

F. Blank cheques; air travel for Union officials; Puerto Rico and Cadillac; Drummond Street apartment; 1959 International Convention.

G. Non-officials' air travel; 1952 U.S. funds; personal invoices; additions to Banks' house; auditors.

H. Vacation Plan and Welfare benefits.

We will deal with each of these matters.

It is an historical fact that those who seek to destroy or restrict trade unions, seek first to destroy their officers. Many techniques are employed. Attacks are made on their integrity, stewardship, handling of funds and other matters of a similar nature.

The Commissioner has utilized many of these techniques, as we shall now demonstrate, with respect to Union and trust funds.

It is fundamental that in any association of peoples, the rules which are to determine their conduct, the operation of their affairs, are those which are enacted by the members of the association, be this a constitution, by-laws, rules or regulations or long accepted and approved customs and practices.

To keep this issue in perspective, we must examine the rules established by the members, which are embodied in their constitution.

The President constitutionally is the Executive Officer of the union. Union jurisdiction and operations are nationwide, with installations throughout Canada. Many of the Union's operations also touch various parts of the United States, if not the entire world. The SIU President is required, among other things, to "strive to enhance the strength, position and prestige of the Union," and to carry out the purposes and objects which are, among other things, to promote, protect, improve and maintain the lot of the seaman in the legislative field, in relations with the industry and employers, and in relations with other trade unions, national, international and foreign.

In furtherance of these objects and purposes, the record clearly establishes that the President is required to travel extensively and spend extraordinary time in discharging these responsibilities. Meetings and conferences requiring his attendance are held at various times and places. As the Chief Executive Officer, it is the,

President who must make and incur substantial expenses to accomplish the purposes and objects of the Union. Like any Chief Executive Officer, whether of a business enterprise, an association or a government agency, it is he who must enhance the prestige of the entity and thus is required to make expenditures which lesser officials could not or are not required to make. Furthermore, the record shows that the foregoing requirement to travel extensively is for sustained periods; to meet and confer with officials who are representatives of other entities, which are of assistance and which have aided the membership in the advancement of their purposes and objects. It is in this light that the expenditures made by a Chief Executive such as the SIU President must be evaluated.

Of equal significance is the factor as to whether or not expenditures made are reasonable. The accepted and usual test is the work to be performed, or services rendered, and the results secured. We therefore examine the expenditures with the foregoing background—the requirements, the work performed and services rendered and the results secured, bearing in mind, however, that at all times such expenditures are pursuant to the rules and regulations of the Union—in this case, the constitution.

A. The Commissioner finds over a period of four years that there was approximately \$20,000.00 a year spent by the SIU President for traveling and other expenses, and inferentially suggests that such sums are exorbitant, and that the President's accounting for them was loose. This is the typical technique of an attack of antiunionists. There is not a charge that there has been misappropriation, but the snide inference based on utilization of the phrase that such is a "reasonable assumption." In a feeble attempt to support such an assumption, the Commissioner relies upon the paper pillar of finding fault with the manner in which such expenditures were accounted for. The Commissioner knows full well that by this technique he is blatantly ignoring the constitutional requirements as to how the expenses are to be accounted for, and instead is seeking to impose upon the Union what he believes should be the accounting procedure.

The Commissioner knows very well that the members of this society of trade-unionists have determined the policy to be pursued—to wit, the election at regular membership meetings of rank and file members to constitute a financial or auditing committee to examine, approve or reject the expenditures made by the officers, including the Chief Executive Officer, the President.

This constitutional procedure demonstrates that the ultimate power, the checks and balances on expenditures, as well as other matters affecting their Union and its operations, remains in the hands of the membership. We cannot help but comment that such protective devices are not contained within the constitution or rules and regulations of most other unions. On the contrary, in such other unions, the authority is reserved to a small select group to the exclusion of the general membership.

The record further shows that with respect to such expenditures, the auditing or financial committee, duly elected by the membership, time and again has approved and authorized them and the committee reports have regularly and consistently been read and made known to the members, who have further approved and authorized such expenditures.

Frankly, we are not surprised at the technique engaged in by the Commissioner, for at the very outset we maintained that the Commissioner lacked objectivity and was intent upon the destruction of this union. His anti-union animus and totalitarian expressions and recommendations are established conclusively by his expressions in this area. For what he is seeking to do, and proposes, is that the ideas, expression, beliefs and self-determinations of the membership, as reflected in their constitution, procedures, customs and practices, in the case of expenditures, which are handled by the financial committee as described above, as well as in other areas of self-rule, be forcefully brushed aside and instead impose upon them

rules and regulations which he, the Commissioner, believes is best for them.

This technique which we have described, utilized time and again by anti-unionists, is used by the Commissioner in this area dealing with union finances. He does not—because, we submit, the record will not justify this—make the unqualified charge of misappropriation of any funds. Instead, he utilizes such inferences or colloquialisms as "reasonable assumptions," to imply impropriety.

This is most significant because he cannot establish by the record that there has been any misappropriation. Obviously, however, to concede this would destroy his patent motive—the destruction of the Union by first destroying its officers.

B. In discussing officers' salaries, the Commissioner does not find any illegality in the fixing or payment of the sums, since these have been approved by the members as constitutionally required. Instead, he again resorts to the inference that there was some impropriety because the members approved net salaries, after taxes, as distinguished from gross salaries. Any objective person knows that there is no impropriety here, since this method of payment was approved by the membership.

C. The Commissioner's conduct is again demonstrated by his inference that there was some impropriety in the fact that the Union advanced the President's salary. Again, he makes no finding of illegality, because he cannot establish this by the record.

It is appropriate to note at this time the inconsistent position taken by the Commissioner. On the one hand, he states that the President was apparently in constant need of money, thus the salary advances. On the other hand, he concludes that the President had unrestricted access to Union funds, and in the guise of expenses could draw funds at will. Clearly the Commissioner's bias and prejudice have so blinded him as to bring him to this anomalous position.

D. Pursuing his technique, the Commissioner creates an atmosphere of criticism because the Union President, while on Union business, stayed at quality hotels, although such accommodations are consistent with his executive position. The Commissioner then proceeds to set forth that the registration at some of these hotels reflected a stay of Mr. and Mrs., and then sets forth that the SIU president was not married during this period. He omits the facts that no representative of the hotels ever testified as to these registrations; that the Commissioner's premise is solely that of unsigned registration cards; that the SIU President under oath, unequivocally denied any such registration, and notwithstanding the fact that he offered in complete refutation, and in support of his testimony similar documents from a subject hotel showing registration error. Nevertheless, the Commissioner refused to admit such documentary evidence.

E. Another area where the Commissioner again engages in an obvious plan to prejudice and more clearly to influence a conditioning of mind against the SIU is demonstrated in his treatment of the SIU chief executive's vacation pay. The record demonstrates beyond contradiction that the chief executive of the SIU had but one holiday in approximately ten years; that, in fact, he was continuously engaged in the business of his organization and that, therefore, he subsequently received this accrued vacation. The Commissioner, without making such a finding, for obviously he himself recognizes that such a finding would be without substance, then implies that the SIU President, in effect, had received his vacations or holidays by saying that Banks was supposedly attending to business in Puerto Rico and Florida and these areas are also resort areas, so that consequently Banks must have had a holiday at those periods. This is a display of mental gymnastics. The fact remains and the record clearly establishes that the SIU President at every one of these occasions was engaged in Union business.

In the same vein, the Commissioner implies that there is something improper in the fact that the SIU President obtained his accrued vacation after ten years and received payment of the same at the current rate of pay. It is the

time the vacation is taken which is the controlling factor. The conditions have changed, costs of necessity have changed. Encompassed in this area also is the fact that the SIU President did not have the use of the money during this ten-year period.

F. The Commissioner again repeats his entire purpose of attempting to destroy the trade union, by first destroying its officers, by setting forth under this issue of finances a group of subjects without making any charge of illegality or violation of the constitution, but nevertheless uses them in an attempt to weave a pattern or create a climate that there has been some impropriety. He editorializes in connection with those items although never making any finding of such illegality or constitutional violation. Examples of this are as follows: In an attempt to create an atmosphere of impropriety without making such finding, the Commissioner recites the fact that the SIU President, while on business in Puerto Rico, had with him blank cheques signed by another officer of the Union, and that the same were used for expenses at that time. The Commissioner makes no further comment leaving this matter dangling—an obvious attempt to create an aura of impropriety without substance.

Again with respect to air travel for Union officials, the Commissioner makes the statement that Union officials have travelled in style. This is another example where there is no charge of impropriety nor a violation of constitutional provisions—the Commissioner merely again attempting to create a climate of impropriety without substance.

The height of the Commissioner's unfair conduct is reached with respect to his comments as to the fact that the SIU President had his automobile transported to Puerto Rico during his stay on Union business. The Commissioner attempts to create the impression that the cost for this transportation was paid for by the Union. The fact remains, however, that the Commissioner was fully informed of the fact that his auditors examined the books and records of the Union and ascertained conclusively that the cost for the same was paid for personally by the chief executive and cancelled cheques evidencing the payment were presented. The Commissioner does not reveal this fact and his concealment of the same demonstrates his improper conduct in the treatment of this issue.

Time and again the Commissioner has demonstrated his philosophy that it is he who knows what is best for the members, completely disregarding the rules set up by them for the regulation of their own affairs, including the manner in which funds are to be disbursed. Further examples of this are provided by his gratuitous statements to the effect that the Union furnished its President with a Cadillac. He does not find any illegality or violation of the constitution but substitutes his judgment in determining that it is unreasonable, disregarding the members' determination to the contrary. In the same vein is his treatment of the Drummond Street apartment utilized by the Union for its business to implement its objects and purposes. The Commissioner substitutes his judgment for that of the members, finding nothing illegal but, in his opinion, unreasonable, again disregarding the members' determination to the contrary.

A further example is the Commissioner's treatment of monies expended for the 1959 International Convention. It is undisputed that pursuant to custom and practice, the host affiliate assumes substantial obligations of the expenditures for the Convention. The amount thereof is determined by the host union.

Here again, the Commissioner does not find any illegality but, in his judgment, the amount expended is unreasonable. Once more, he substitutes his judgment for that of the Union and its members.

The above demonstrates the Commissioner's philosophy that the seamen do not know what is best for them or how to expend their money. He therefore usurps their prerogatives and arbitrarily sets the standards. This concept is alien in any free association of peoples.

G. The Commissioner, although charged with finding facts on the basis of the evidence, has taken over the role of a prosecutor anxious to

convict and for this purpose selects evidence and chooses words which do not reflect the whole truth. As an example, in his Report the Commissioner states that there were seven occasions during the past three years when T.C.A. air travel tickets were purchased for other than Union officials. He calls them "examples," implying that there are substantially more instances. The fact that these are the only instances and that with respect to those the record indicates that the membership gave its express approval for those expenditures not reimbursed because it judged that its chief executive required the services for which these expenditures were made while he was disabled. The viciousness and unfairness of the Commissioner's conduct in this area of finances is most aptly shown by his comments relative to what he refers to as 1952 U.S. funds and personal invoices. With respect to the former, although no charge was levied during the hearing, nor request made of the Union or its officials to present evidence or explanation thereof, the Commissioner, upon the writing of his Report, then converts it into a charge without even an opportunity for reply. This long after the hearings have terminated. Not only does this do violence to the basic concept that there should be no post-hearing matters, but we have a compounding of the error by post-hearing charges and conviction. One can only assume, and properly so, that the reason for this conduct by the Commissioner was solely to inflame and prejudice. In the same vein is the Commissioner's treatment relative to a personal invoice almost ten years old which never was a subject of the matter of the hearing, nor was any charge levied concerning the same or proof submitted, or any question raised. Nevertheless, long after the close of the hearing, the Commissioner first raises the question that some evidence should have been produced to the Commission even though it clearly appears from the record that it was never requested. What could be a more vicious example of the denial of the principle of natural justice? The reason for this conduct is apparent. This is further step in the Commissioner's plan to prejudice and destroy.

It is an accepted fact that in many areas, that which is not reported is more significant than material which is reported. It is a technique of utilizing either half-truths or failing to report or set forth the full story. A classic example of this technique is demonstrated by the Commissioner in reference to alleged additions to the President's house. His recitation would have it appear that certain individuals on the payroll of the Union were in fact engaged in performing personal services of construction upon the home of the chief executive of the Union. This recitation is based upon only one side of the testimony. However, when the full testimony is presented it establishes, by documentary evidence, that such individuals could not have been performing this alleged work because the same was being performed and had been done by an outside contractor whose contract and the payment for such services provided therein totally refutes the one side of the testimony presented by the Commissioner.

The nature of the Commissioner's position on this matter is premised substantially upon the testimony of Sheehan, the person who, upon any objective standards, has been completely discredited as previously demonstrated.

A further measure of the absence of merit to the Commissioner's evaluation of these proceedings is clearly demonstrated in his comments to the auditors employed by the Union. Not only is he unable to find impropriety, he cannot even find a suspicion of the same and is relegated to employing the tactics of utilizing inference upon inference. This is demonstrated when he employs the language that "it would appear" that the auditors were discharged because of an attempt to correct irregularities. This is violation of every basic principle of fair play to demean, prejudice and inflame. It is particularly objectionable because in the record is the uncontradicted testimony that the auditors for the Union were not discharged but, on the contrary, the relationship was mutually terminated for reasons wholly unrelated to the purpose the Commissioner intended to imply. In fact, these auditors, in their reports, reporting on the Union's finances, accounting, books and records, states as follows:

"Although there have been quite a few changes in the accounting personnel during the year, the books of accounts

and records are being well kept and we have no recommendation for improvements at this time."

This is contained in Exhibit 0-162.

H. As a result of the efforts of the SIU, vacation plan and welfare benefits were negotiated. It is unquestioned and the Commissioner so recognized that there was not a scintilla of evidence in the record to find or even imply that there had been any misappropriation or diversion of any of the funds. Clearly recognizing that in this area he could not make any findings detrimental to the SIU or its officers, the Commissioner then adopts the technique of attempting to deprecate the plans themselves and the manner in which they were being administered, exemplifying once again his determination to substitute his judgment, his opinion, his rules for those enacted by the membership.

With respect to the vacation plan, the Commissioner attempts to create the impression that the establishment of this vacation plan was not in accordance with prior practices in industrial relations but was a device solely for the purpose of enabling the executive officers of the Union to control the membership and the Union. The record, however, establishes to the contrary for the correspondence from the Director of Industrial Relations to the Union, particularly the Director's letter of March 13, 1961 specifically states that the Minister of Labour has already approved vacation plans jointly administered by trade unions and employers. This letter is a complete refutation to the implication sought to be established by the Commissioner, to wit, the officers of the Union attempting to control the members, but on the contrary, establishes that this is a normal function of trade unions. The foregoing is a further example of the Commissioner's lack of objectivity and his expressed animus against the SIU and its officers. The Commissioner then states with respect to this plan that by its terms it was required to be jointly administered by the Union and the employers, and the union and its executive officers were to be severely criticized and held responsible for the fact that the employer trustees had not been appointed, once again implying that it was the Union's motive and purpose to control the membership. The Commissioner, however, completely fails to mention that the record shows that time and again the Union requested the employers to appoint trustees and that they failed to do so, and that in the interim the Union was providing the administration of this vacation plan at its own cost to protect and make sure that its members received their proper vacation pay. Under the Commissioner's inference, the Union should not have taken any action. This would have permitted the employers to avoid their contractual obligations and to frustrate the method of vacation payments. Again, most significant is the fact that at no time was there any finding or even suggestion that any of these funds were diverted for any purpose other than for the seamen's vacation pay.

We have referred before to the fact that the Commissioner has, from time to time, in his Report relied upon post-hearing matters based upon self-serving correspondence, in camera proceedings and newspaper reports, exclusively, however, to the detriment and only where he could criticize the Union and its executive officers. However, it is most interesting to note that the Commissioner has failed to set forth in his Report the post-hearing fact that employer trustees have been appointed for this vacation plan and the reason is obvious. Such admission would demolish the Commissioner's entire case which he attempted to make against the Union and its officers on this vacation plan.

We shall turn to the matter of the welfare plan which will demonstrate a repetition of the same tactics engaged in by the Commissioner. Again the Commissioner makes no finding nor even implies that there has been any misappropriation of any monies from the welfare fund. Once again recognizing that the record under no circumstances could justify any finding of misappropriation, the Commissioner then criticizes the administration of the fund and seeks to fix such criticism solely upon the Union and its officers notwithstanding the fact that this fund is jointly administered by the Union and management. To accomplish this objective, he resorts to his technique of seeking to impose his rules and his opinions upon the welfare fund, instead of the determination

and decisions of Union-management representatives who have established appropriate rules. We intend later in this analysis to set forth in detail our comments on other criticisms made by the Commissioner. However, there is one area relative to the Commissioner's criticisms on this welfare plan which requires immediate refutation. The Commissioner has deliberately withheld in his Report crucial matter concerning the welfare fund and instead has tucked it away in a Schedule. The Commissioner in his Report at Page 224 refers to certain findings made by the Chief Actuary of the Department of Insurance of Canada. It is most interesting to note that in referring to that document, the Commissioner sets forth certain shortcomings of the plan pointed out by the Chief Actuary. The Commissioner, however, has deceived the public by failing to mention that the items listed by him as criticisms are only incidental to the general conclusions made by the Chief Actuary relative to this plan. As in any plan, there is always room for some measure of criticism or improvement. What is important is the basic structure. The Chief Actuary's conclusions relative to the welfare plan are found in Schedule 46, Pages 577-587 at Page 586:

"The general conclusion emerging from our investigation is that the basic structure of the Plan may be considered as satisfactory. The benefits appear to be well-chosen and adequate, the eligibility provisions reflect the conditions of employment in the shipping industry and the legal and financial structure seems suited to the somewhat unusual character of the Plan."

The foregoing demonstrates the conduct of this Commissioner not only in the manner in which he carried out his Inquiry, but in the techniques he employed in making his Report. His failure to set forth this most important factor relative to the general conclusions is evidence of his bias and lack of objectivity.

Union-Management Relations

Manifest throughout the Report is the Commissioner's philosophy which is contrary to existing law and which society has expressly rejected. He seeks to turn back the clock. He refuses to accept the conclusion of society that collective bargaining it is necessary that a union be recognized and represent the interest of the employees. He prefers instead the benevolent employer who will unilaterally and arbitrarily determine the measure of the employees' industrial welfare. Time and again he has expressed this thought by refusing to accept long established trade union practices. He has criticized the normal and usual implementation by a union of these established practices. He objects to a union impinging upon matters which he maintains are solely the province of the employer. In substance he accepts the principle that workers in a society speak through and are represented by their union as a collective bargaining representative, but he openly refuses to accept the functions of a trade union and to accomplish his purpose has distorted and attempted to make it appear that the day-to-day operations of a trade union are sinister and something adverse to the betterment of an industrial society. No industrial society could accept this philosophy. It would signify the eventual erosion, if not destruction, of the trade union movement.

The thrust of the Commissioner's objection to basic trade unionism is contained in his comments that the seaman is dependent upon the hiring hall for his job and this results in the deterioration of the employer-employee relationship. Using this premise, he then condemns the function of the hiring hall by distorting it to have it appear that the union officials, in implementing the functions of the hiring hall, have unwarranted power. He apparently recognizes the fact that appropriate safeguards have been established for the proper exercise of these functions, but rather than permit such recognition to be known, he arbitrarily deprecates such safeguards and criticizes those responsible for their effectuation.

We do not think it is necessary, at this time, to go into a detailed historic review of the genesis of the hiring hall and the need for it in the maritime industry. Suffice it to say that the abuses which existed concerning crimp halls, the shanghaiing of seamen and other similar abuses have all been eradicated since the establishment and implementation of the hiring hall. This has been recognized not only on this

continent, but, in effect, throughout the world. In fact, the SIU's opponent, the CLC, recognized this in its brief, submitted to the Commissioner, maintaining that hiring halls are a "must." An integral part of the concept of hiring halls are shipping rules adopted by the seamen setting forth the manner in which seamen are to be hired. The Commissioner attacks the hiring hall when he says that an employer cannot promote a seaman. Of necessity, the operation of the hiring hall by the Union as a collective bargaining representative, which is its proper function, limits an employer's control over his employees, in the same manner that under accepted practices, seniority established in collective bargaining agreements limits an employer's control. The Commissioner's hostility to the SIU interposing itself between the employer and its employees is manifested when he takes strong exception to the provision preventing the employer from promoting his employees. Of course, we must repeat that this is no different than the seniority and collective bargaining agreements which also preclude such promotions. It is this accepted practice, this interposition, in which the Commissioner has demonstrated his thinking, which thinking is adverse to the accepted and proven rules of industrial society.

Apparently recognizing that an all-out assault upon the hiring hall would turn back the clock, he therefore engages in a progressive assault upon the hiring hall looking for its ultimate demise. Such technique is embodied in his recommendations when he proposes:

1. Abolition of the hiring hall for the time being.
2. Establishment of a bureaucratic hiring hall by the trustees.
3. Creation and operation of a hiring hall by the government through legislative action.

These proposals would lead to the ultimate destruction of the hiring hall as a function and expression of trade unionism because the government would, in effect, impose its decisions and its conduct of the hall upon the membership of the Union. In essence, the hiring hall is the result of the joint action of the membership of a union in a particular industry. Surely the government does not have the right to eliminate and to deprive an association of workers of the right to an essential institution in their self-government. If the workers are denied control of their hiring hall and are prohibited from making decisions with regard to its operation, they are deprived of the right to exercise control of their internal matters. The freedom of association and its results become illusory. If the government operates and maintains the hiring hall, irrespective of the action of the membership, it can eliminate and use it for purposes contrary to the wishes of the membership, and no other aspect of membership decision-making would then remain inviolate. The next step would be for the government to make decisions, irrespective of membership decision, as regards terms of collective agreements, wages and conditions, management and direction, and indeed the entire administration of the Union. Freedom of association means the right of a group to make decisions for self-control.

The decision-making should not come from an outside source.

This would substitute government fiat for the exercise of democratic rights. It would impose dictatorial control at the price of free trade unionism.

It would destroy the principle of self-determination. As Baron Stowell, a British Attorney-General of long ago stated: "a precedent embalms a principle."

An integral part of the hiring hall system is the number of seamen seeking employment through this system under rules which they themselves have established. Historically, certain criteria have developed relevant to this matter.

The Commissioner has distorted historical facts and accepted practices in an effort to make it appear that the officers, in their administration of the hiring hall have utilized it for sinister or improper purposes. It is significant to note that the Commissioner has not leveled one charge regarding the improper payment of monies to an officer of the Union or to any person to secure employment through the hiring

hall, since the record is completely devoid of any basis for such charge, but on the contrary has concentrated his attack on other aspects, further demonstrating his opposition to the Union interposing itself in the employee's relationship with the employer notwithstanding the fact that the Union is the collective bargaining representative and is comprised of all the employees.

In pursuing his objective, the Commissioner has condemned as improper the ratio of men registered at the hiring hall to jobs available in the industry. He has criticized, and improperly so, the amount which newcomers are required to pay as their share for dues and the fact that such new people entering the industry are required to wait a period of 18 months prior to becoming full book members of the Union.

The record reveals that there are approximately 7,700 jobs available in the industry and that there are approximately 15,000 persons, including both probationary members (the newcomer) and full book members. This represents a ratio of a little less than two to one. The Commissioner condemns this and in doing so has blinded himself to the historical factors, the accepted authorities and facts relevant to this issue of the appropriate ratio in the maritime industry. The most recent pronouncement by one of the outstanding authorities in the maritime industry on this continent, Mr. George Horne, Maritime Editor of the New York Times, was made on August 17, 1963 where he stated, in commenting upon the ratio of seamen to available jobs in the maritime industry in the United States, which is comparable if not identical with that of Canada:

"The country's entire total merchant marine has about 50,000 jobs in all categories, and there are about 100,000 union members."

One of the most exhaustive surveys on this continent with respect to the maritime industry was last conducted in 1958 by the United States Department of Labor in cooperation with the Federal Maritime Board and the Maritime Administration of the United States Department of Commerce. This survey is further historical evidence of the customs, practices and conditions in the maritime industry. With respect to unlicensed seamen, the number available for employment and the incidence of employment, this survey found that 25% of the unlicensed seamen were not even considered industry-connected, the definition of "industry-connected" being that a seaman had to appear at least once during a six-month period within the one year period surveyed. The oil tanker industry operating tankers in the intercoastal and coastal trades between the United States and Canada maintains a ratio of at least two men available for every job. The foregoing does not even take into consideration the number of replacements necessary for illness, injury and the important factor that so many people seek employment in this industry for a few trips to satisfy their love for the sea. The foregoing are accepted factors by any knowledgeable person in the maritime industry.

With respect to the Commissioner's criticism relative to the monies which probationary book members are required to pay, his statement that the amount is altogether out of proportion to any services they are receiving is totally unwarranted and inserted clearly for prejudicial purposes. It is uncontested that the Union maintains substantial facilities for all its members, both probationary and book. These premises provide facilities not only for the operation of the hiring halls, but of equal importance facilities where the seamen can gather, be at ease and comfort, partake in recreational facilities, eat well and cheaply, utilize the facilities for their personal needs and comfort, in effect, using this headquarters as an ancillary home. It must be remembered that seamen by their calling are required to and are, in most instances, far removed from their usual residences. Of equal importance, in addition to the requirement for the maintenance of these establishments, is that they have been paid for by the members throughout the years and that certainly any individual who utilizes these facilities must pay for his proportionate share. Once again in this area the Commissioner evidences his philosophy of dictating to union members as to what represents a fair and reasonable amount for dues, initiation fees and assessments.

He again does violence to the principle that it is the union members who determine the rules under which their society is to be regulated and the cost for maintaining their facilities. It is not the function of any Commissioner. It must further be pointed out that the amount required to be paid by these probationary members is the sum of \$240.00 which includes six months Union dues which all other members pay monthly, but that contained within this sum of \$240.00 are amounts representing all past assessments which have been paid by the members. This is only a demonstration and a proper one of equality; of requiring each member to bear his proportionate share for the capitalization which was required for the construction of the buildings and their maintenance. Concerning the third area of the Commissioner's criticism, that there is no justification for a probationary man having to wait 18 months before becoming a full book man, and that there are no differences in skills between the two classes, we again submit that the Commissioner is not cognizant of accepted, proven practices in the trade union movement and has deliberately concealed facts. As demonstrated before, and as a matter of common knowledge to anyone conversant with maritime, there are substantial groups of individuals who seek employment with the intent of never remaining in the industry. There are others who are not sure they want to remain in the industry but nevertheless, pending other opportunities, continue to sail. There are those who come into the industry for the deliberate purpose of sailing infrequently, occasionally to supplement their income. Similarly other industries, particularly construction, as well as other seasonal industries have a period of probationary time which an individual must fulfill before he is eligible for full book membership. The purpose is to ascertain whether or not a person intends to make that industry his regular and usual occupation or whether he is just temporarily in the industry. It is fundamental that concerning issues which are to affect the internal operation of the union, in all fairness, only those who intend to remain in the industry should have the say. It would be ironic indeed, if not in violation of basic concepts of democracy, to permit an outsider who has no intention or desire to remain in the industry to vote upon and be instrumental in establishing rules under which those in the industry are to operate and control their organization.

This rationale is not unique to the trade union movement. It is demonstrated in the most advanced societies. Certainly immigrants to Canada are not given the right to vote, yet they are required to pay their taxes which help maintain the government and the society. It is only when these immigrants demonstrate their intent after a period of time of residency, that they secure the right to vote and set the rules under which the citizens are to operate and control their government.

The foregoing rationale is so fundamental, so easily recognized by any fair-minded person that ordinarily it would be difficult to conceive why the Commissioner in this matter did not perceive it and make it known.

Another area in which the Commissioner manifests his antipathy toward legitimate attempts by the union to promote the interests of the membership may be seen in certain of his comments regarding the welfare and vacation plans.

As noted in the section on Finances, the Commissioner has tried very hard to convey the impression that there has been some impropriety in the administration of the funds of these plans, but has been unable to establish any case on the basis of the record. The Commissioner has therefore concentrated much of his attack on these plans by devoting himself to an effort to show that the purposes of the plans have been twisted to make them instruments by which the Union could unfairly interpose itself between the employer and the employee.

With respect to the vacation plans specifically, the Commissioner has criticized the fact that Union members obtain their vacation monies from the Union. On the other hand, he has cited as examples of the proper administration of vacation plans, those plans under which vacation benefits are paid directly by the employer to the employee. Once again he refuses

to accept the natural right of the employees to protect themselves through their union. We have set forth before some of our comments as to the Commissioner's treatment of the subject of the welfare funds under our title Finances. The Commissioner's animus to the union interposing itself in the relationship between the employer and employees is again demonstrated in his criticism of the fact that the welfare fund is self-administered. It is not an insured plan, under which the employer has the highest degree of unilateral control over the benefits. It is he who retains the insurance company, makes the appropriate arrangements and receives the appropriate dividends, whereas under a self-funded plan it is the union and management who, without the necessity for payment of certain commissions and fees, administer the plan, and any savings such as dividends remain in the fund. The significant factor is that the employee under the latter plan is not dependent upon the employer for his benefits. This, to the Commissioner, is dependency by the member upon the union and therefore contrary to his thinking. Consequently, he condemns it.

Pattern Bargaining

The Commissioner has devoted a significant part of his Report to the collective bargaining history between the SIU and its contracted companies on the Great Lakes, and has made further comments relative to the economic position of the industry. In treating these subjects, he has again manifested his lack of objectivity and his bias. He has failed to set forth salient facts which the public was entitled to know and, by doing so, has demonstrated hostility to accepted trade union practices. His initial attack upon trade unionism is contained in his treatment of what is commonly referred to as pattern bargaining. The Commissioner condemns the fact that a labor organization, in this instance, the SIU, first makes a contract with one employer and then other employers in the industry are requested to execute similar contracts. He concludes that this is improper because it precludes competition between employers and vests monopolistic power in the hands of union officials to be imposed upon the rest of an industry.

The history of collective bargaining, not only in maritime, but other industries as well, demonstrates that the establishment of uniform wages and conditions of employment within any given industry best promotes the interests, not only of the workers in that industry, but of the industry itself and of the general public as well. The principal of pattern bargaining has been accepted in almost every organized industry in the Western Hemisphere.

With respect to the maritime industry specifically, it is necessary that uniform wages and working conditions be established in view of the nature of the industry wherein employees, both historically and of necessity, move from company to company, ship to ship, as contrasted with shore-side industries. The regular and consistent practice has been, not only in maritime but even in short-side industries, for the union to negotiate with a segment of an industry or one of the larger employers in the industry, and after the terms of the agreement have been arrived at, similar agreements are then signed with the other employers. This is commonly referred to in industry relations as "pattern bargaining." There is nothing evil in this, there is nothing improper. On the contrary it is salutary. It assures the employees of consistent and equal wages, working conditions and fringe benefits. It assures to the industry equal labor costs. It precludes any employer from having cost advantage over any other employer.

The Commissioner has erroneously concluded that such bargaining leans to a monopoly, to the public detriment. History, however, indicates the contrary, because such bargaining in assuring equal labour costs necessitates the exercise of an employer's ingenuity and initiative leading to beneficial results to the employer and, most important, to the public. We can only submit that a measure of the Commissioner's criticism is his resorting to attacks upon such accepted and proven bargaining procedures.

The Commissioner again demonstrates his predisposition and bias against the SIU when he ignores the facts and history relative to

bargaining in this industry. The Commissioner attempts to have it appear that the SIU, as a matter of practice and procedure, first makes its collective bargaining agreement with Canada Steamship Lines (CSL) and then all other companies are required to observe and be bound by that pattern. This, the Commissioner says, is wrong. Implicit in his accusation is his condemnation of pattern bargaining. However, with respect to who has established the pattern in this industry throughout the years, the fact is that CSL has not been the pattern-maker for collective bargaining agreements, as the Commissioner attempts to have it appear. In such attempt is contained the innuendo that a consistent pattern between the same employer and union indicates a "deal." The history of collective bargaining in this industry, for the past ten years, is as follows:

- A. In 1953, agreement was first reached with the Association of Lake Carriers which consisted of approximately ten steamship companies including Upper Lakes and CSL.
- B. In 1956 again it was the Association, then consisting of 15 companies, which first came to agreement with the Union.
- C. In 1958, at which time companies were no longer members of the above Association, it was the Upper Lakes Shipping Company which first came to agreement with the Union.
- D. In 1960, it was the Association again that first came to agreement with the Union.
- E. In 1962 it was the CSL which first came to agreement with the SIU.

To summarize, in the last ten years there were five contracts applicable to the entire industry and in only the last agreement was the contract first agreed to between the CSL and the Union. These facts are complete refutation of the Commissioner's conclusions and innuendos.

In this same area of negotiations and bargaining, the Commissioner expresses a strange philosophy, concerning the negotiations between the SIU and Upper Lakes in early 1962 which led to the lockout by this company of some three hundred seamen.

The Commissioner, setting himself up as the sole authority, concludes that the demands which the SIU presented to Upper Lakes were unreasonable and, therefore, the company was justified in turning to the CMU to man its ships. Contained in such conclusions is a philosophy which ignores the facts of industrial life and violates basic trade union practices and fair play. This is a philosophy which could only result in industrial warfare and instability.

It is academic that in collective bargaining negotiations, both parties generally start at extreme ends. This is the fact whether we like it or not. In the course of bargaining, there is a gradual narrowing of the gap with an ultimate resolution of the issues. The Commissioner, however, has characterized the initial demands as "unreasonable" thus refusing to recognize the realities of industrial life. Even Mr. Leitch, the present of Upper Lakes, acknowledged in his testimony that the foregoing was accepted practice and procedure. Nevertheless the Commissioner concludes that the initial demands made on Upper Lakes in 1962 were "unreasonable" and then uses that premise to justify the disgraceful conduct thereafter engaged in by Upper Lakes, CBRT, CLC and its puppet, CMU.

Under the Commissioner's rationale, the existence of what he considers to be unreasonable demands justifies employers to make preparations to bring another union in to supplant the established collective bargaining representative, notwithstanding the fact that such new organization does not represent the employees. That is normally referred to in trade union parlance as a "sweetheart agreement." The implementation of this philosophy would be contrary to trade union practices, and would create industrial instability.

The Commissioner, recognizing the fact that it would be impossible to make any finding which would indicate that the SIU and its officers were not responsible for substantial improvements in the wages, hours and work-

ing conditions of the Canadian seamen over the past decade, concedes that there was at least a semblance of success in that area.

However, intent upon deprecating the SIU and its officers, the Commissioner instead attempts to have it appear that the industry has suffered. He finds that the shipping industry is in a "parlous" condition and has needed and received government and legislative assistance. From that he implies that the SIU is responsible and must be removed or destroyed. The Commissioner in this instance is setting the test: damage to the industry requires destruction of the union. Conversely, using his reasoning, growth and stability of the industry calls for the preservation and encouragement of the Union. Let's look at the record:

GROWTH AND PRESENT STATUS OF CANADIAN GREAT LAKES FLEET

The gross tonnage of Canadian Shipping, Canallers and Upper Lakers, on the Great Lakes has risen from 721,139 tons in 1952 to 1,063,593 tons in 1963.

	NUMBERS			GROSS TONNAGE		
	Canallers	Upper Lakers	Total	Canallers	Upper Lakers	Total
1952..	176	64	240	341,139	380,000	721,139
1953..	176	72	248	349,079	449,329	798,408
1954..	176	74	250	342,730	479,326	822,056
1955..	181	76	257	353,504	502,123	855,627
1956..	189	76	265	371,901	505,787	877,688
1957..	194	76	270	384,123	505,787	889,910
1958..	193	78	271	382,538	520,278	902,816
1959..	193	80	273	383,062	542,567	925,629
1960..	—	—	261	—	—	927,748
1961..	—	—	244	—	—	967,731
1962..	—	—	217	—	—	1,017,389
1963..	—	—	208	—	—	1,063,593

SOURCE: Canadian Maritime Commission Reports.

It is unquestioned that since the opening of the Seaway there has been a substantial decrease in the need for Canallers and a greater need for Upper Lakers. It is for that reason that the number of vessels has decreased, with the Canallers being disposed of and Upper Lakers, with greater carrying capacity, being increased.

According to the reports of an employers association of Great Lakes carriers, known as "The Lake Carriers Association," the following has occurred:

- A. From 1945 to 1961 the carrying capacity of Canadian shipping on the Great Lakes has increased 194%.
- B. In 1961 Canadian shipping companies accounted for 18.8% of the 154,200,000 tons of bulk materials carried on the Great Lakes. This percentage was up from 17% in 1960 and 15.1% in 1957.

A noted authority in this field, Kenneth F. White, commenting on the above statistics in the *Wall Street Journal* on July 20, 1962, stated: "from all indications the share (referring to bulk materials carried by Canadian shipping companies) is likely to continue rising." In substance, his projection is for increased prosperity for Canadian shipping on the Great Lakes.

OPERATING SUBSIDIES

The Commissioner's inference that in the operation of ships it has been necessary to extend government assistance is not in accordance with the facts.

The annual reports to Parliament by the Canadian Maritime Commission reflect that operating subsidies are substantially confined to ferry operations. The subsidized services are generally maintained by railway companies, the Department of Transport, and various municipalities. In 1963, there are 32 subsidized services. Only 3 of these services are maintained by SIU contracted companies. Of a total subsidy payment amounting to \$8,264,740.00 for the current year, the participation by SIU contracted companies amounted to less than 6% of the total. The substantial portion of the total amount is given to railway companies which are under contract to the CBRT.

Following is a chart for the period 1958-1963, prepared from the Canadian Maritime Commission's annual reports, showing the amounts of subsidies paid to various steamship operations:

SUBSIDIZED STEAMSHIP SERVICES

BETWEEN:	INTERPROVINCIAL SERVICES					
	1958	1959	1960	1961	1962	1963
Quebec, Prince Edward Island and Nova Scotia ..	174,000	174,000	174,000	174,000	298,000	298,000
Nova Scotia and Prince Edward Island	175,000	535,748	558,784	557,323.99	560,629	617,000
Nova Scotia and New Brunswick	33,000	33,000	33,000	33,000	38,000	38,000
New Brunswick and Quebec	59,550	77,393	67,500	62,300	86,250	27,500
Prince Edward Island and Newfoundland	80,000	97,305	72,000	72,000	72,000	72,000
Quebec and Nova Scotia	—	—	—	6,667	30,000	23,000
Prince Edward Island and Quebec	—	—	—	—	42,500	42,500
	PROVINCIAL SERVICES					
British Columbia	331,567	257,166	277,736	282,500	388,000	400,000
New Brunswick	103,600	103,600	104,600	104,600	104,600	107,450
Newfoundland	2,740,597	2,990,878	3,707,654	4,069,002	4,830,178	4,901,988
Nova Scotia	215,900	194,144	196,900	197,685.54	184,900	180,250
Ontario	140,822	142,300	164,000	153,557.50	183,134	180,352
Quebec	1,055,500	1,122,350	1,225,200	1,080,200	1,196,145	1,376,700
TOTAL	5,109,486	5,728,864	6,581,374	6,792,236.03	8,014,336	8,264,740

SOURCE: Canadian Maritime Commission Reports.

PERCENTAGE OF CANADIAN GREAT LAKES SHIPPING OPERATED BY UPPER LAKES LTD. AND SUBSIDIARIES

The dispute between Upper Lakes Shipping Ltd. and the Seafarers International Union of Canada has been portrayed by the Commissioner as a dispute of major proportions, a dispute placing in extreme jeopardy the Great Lakes commerce of Canada—a dispute which could adversely affect the economy of Canada, and damage the national interest.

In reality the dispute affects only the private profit of a U.S.-dominated corporate enterprise and does not, to any appreciable degree, adversely affect the carriage of Canadian commerce. The Upper Lakes Ltd. fleet with its wholly owned subsidiaries represents a mere 15% of the Canadian flag gross tonnage available for service on the Great Lakes.

Shown below is the total gross tonnage of Upper Lakes Shipping Ltd. and subsidiary company vessels affected by this dispute, as obtained from Lloyds Shipping Register, 1963-64. In comparison is shown the available Great Lakes Canadian gross tonnage, as reported in 1963 by the Canadian Maritime Commission:

UPPER LAKES SHIPPING LTD. AND SUBSIDIARIES	
Ship	Gross Tonnage
Douglas Houghton	5,107
Frank A. Sherman	15,157
Gordon C. Leitch	12,460
Howard I. Shaw	4,769
Hilda Marjanne	16,628
James B. Eads	3,865
James Norris	12,464
John Ericsson	3,650
L. A. McCorquodale	4,537
Maunaloa II	4,678
Northern Venture	16,628
R. B. Angus	11,816
Red Wing	17,813
Seaway Queen	16,053
Victorious	4,576
Wheat King	12,339
Total Upper Lakes Gross Tonnage	162,640
Total Great Lakes Trade Canadian Gross Tonnage	1,063,593
Percentage Represented by Upper Lakes Shipping Ltd.	15%

The above statistics conclusively demonstrate that the Canadian shipping industry is not in a "parlous" condition but instead is prospering and the projection is for continuing prosperity. The foregoing figures illustrate conclusively the Commissioner's distortion of the facts. The general public should be made aware that the industry is in a healthy condition.

The Commissioner also takes exception to the fact that on two occasions in the last ten years, when brief strikes were necessary in order for the seamen to receive fair earnings, the Union, instead of striking all the employers, merely struck one or two of the companies. This the Commissioner condemns and attempts to place the Union upon the horns of a dilemma. The Union is criticized for not striking all the companies. Had the Union struck all the companies, it would have been castigated for being irresponsible. The fact remains that it is the SIU which demonstrated responsibility. It followed a time-honoured trade union procedure of, on the one hand, seeking to secure the legitimate objectives of its members, and on the other limiting the instability which, of necessity, flows from a strike.

The foregoing is the record. It exposes this Commissioner and is uncontroverted evidence of the SIU's charge that this Commissioner, at the very outset of the hearing, had a pre-disposition, bias and animus against the SIU, by reason of which he should have disqualified himself.

Labor Alliances

A favourite technique employed by the Commissioner, in his campaign of vilification of the SIU, is that of creating straw men and then attempting to place responsibility for the creation of these straw men upon those whom he wishes to destroy—the SIU and its officers.

Such a technique the Commissioner employs in his comments relative to his allegations of an alliance or possible alliance between the SIU, the Teamsters Union and the International Longshoremen's Association. Such a combination, the Commissioner charges, is a "constantly recurring theme with Banks and indicates his dream of power." Moreover, the Commissioner asserts, the possibility of such a combination should concern all the people of Canada "in view of the situation in the United States with regard to the Teamsters and the ILA."

The simple fact is, of course, that there is no basis for the Commissioner's allegation of a possible combination of the SIU, Teamsters and ILA. This is another "straw man," created by the Commissioner in an attempt to force, through utilization of the "scare" technique, action against that which he wishes to destroy—the SIU which, the Commissioner would like us to believe, is responsible for this "terrifying" possibility.

The Commissioner has seen fit to introduce in this section of his Report the factor of the relationship between various unions in the United States.

The fact is, and there is no question as to the record on this, that the SIU has been among the leaders in the fight against the Hoffa union, and that it was the SIU, in fact, which kept Hoffa off the Great Lakes, when he attempted to move into this area, by decisively defeating him in his attempt to represent the seamen of a major Great Lakes shipping company.

The SIU's record with respect to Hoffa in Puerto Rico, in Chicago and elsewhere is so firmly established that it needs no additional comment here. The Commissioner has seen fit to question the sincerity of the SIUNA President in this respect, but the record speaks for itself.

With respect to the ILA, also, there is no substance to the Commissioner's allegation. The fact is that the ILA, as a member in good standing of both the AFL-CIO and the CLC, has resisted efforts by Hoffa aimed at increasing his powers of control in various areas of transportation.

The instrument which Hoffa had hoped to utilize for this purpose was the so-called National Conference on Transportation Unity. But while the idea of this proposed combine of unions in the transportation field has been staunchly supported by the National Maritime Union, it has failed of fruition due to the refusal of both the SIU and ILA to join or sup-

port such an alliance. The Commissioner, in this section of his Report, refers to a "situation" between the Teamsters and ILA in the States. There is no "situation." This is another "straw man."

Reference may also be made here to the fact that testimony adduced during the hearings showed that both the Steelworkers Union and the National Maritime Union contributed monies toward the CMU and participated in meetings relative to assistance for the CMU whose creation, as already noted, arose out of the Upper Lakes-CLC-CBRT conspiracy.

The possible effects on Great Lakes shipping of such a powerful combine as could be effectuated by the Steelworkers, NMU, CLC, CBRT and the puppet CMU—particularly when leaders of some of these unions have demonstrated their irresponsibility by virtue of their roles in the Seaway boycott—has not been weighed by the Commissioner, certainly a sin of omission if not the clear application of double standards.

Summary

In a section entitled "Conclusions" the Commissioner makes certain observations and statements relative to issues raised during the hearings and based on material set forth in the previous sections of his Report.

We submit that, because of bias and predisposition, and through use of inference, allegation and innuendo, the Commissioner has arrived at conclusions which are not based on fact and which cannot be substantiated by the record, and that the premises on which the Commissioner has based his conclusions have been refuted in the previous sections of this document.

We submit also that, on the basis of the material we have set forth, the following conclusions are warranted:

1. The real and only issue to be dealt with is the contractual issue between the SIU of Canada and Upper Lakes Shipping Ltd. This company, as the testimony adduced at the hearings clearly shows, has been engaged in an effort to oust the SIU as the representative of its crewmembers almost from the moment it signed its first SIU agreement in 1951. In 1961-62 this effort by the company reached a climax when it arbitrarily broke its contractual relationship with the SIU in the midst of conciliation proceedings, and signed a contract with the CMU. The SIU now has a court action pending to declare this CMU contract illegal. The action by the company has resulted in the lockout of some 300 SIU members from the Upper Lakes fleet and their replacement by the scab crews recruited by Sheehan during the winter lay-up, while the conciliation proceedings were in progress. This is the "real" issue—the issue the Commissioner has attempted to relegate to the background.

2. In the hearings which arose out of this issue, and the Report which emanated from them, the Commissioner displayed bias, predisposition, and a flagrant disregard for the basic tenets of fair play and natural justice.

3. The Commissioner created a virtually unparalleled case in which he found credible almost without exception, each and every one of the witnesses who testified against the SIU, and conversely discredited virtually all those who testified favourably toward the SIU.

4. With respect to his conclusions regarding the handling of finances of the Union, it is clear that the Commissioner has relied in substance on the testimony of Michael Sheehan, a self-confessed liar.

5. With respect further to the handling of Union finances, and the many allegations made thereto, the Commissioner has been unable to cite a single instance of illegality or violation of the Union constitution, and thus has been obliged to resort to inferences to suggest that Union funds have been used for improper purposes or expended in "unreasonable" amounts. In all of these instances he seeks to impose his own criteria on those of the union membership.

6. With respect to vacation and welfare funds, the Commissioner was again unable to

find an iota of evidence in the record to support even an inference of misappropriation or diversion of any these funds. Instead, he has had to resort to deprecating the plans themselves and the manner in which they were administered, again substituting his judgments and opinions for those of the Union members.

7. With respect to the question of violence, the Commissioner has grossly violated basic concepts of judicial propriety and fair play by permitting into evidence prejudicial testimony having no causal relationship to the SIU, and then attributing responsibility, in his conclusions, to the Union and its officers.

8. The Commissioner improperly refused SIU counsel the opportunity to examine company records relative to the payment of hundreds of thousands of dollars to private detectives, despite the fact that incidences of assault and property damage occurred almost exclusively during the period when the bulk of this money was being spent.

9. The terms of reference pertaining to the Maritime Appeals Board, voluntarily established by the SIU, together with a statement as to the principles of the Union and the rights of its members, constitute a total refutation of the Commissioner's contention that the Maritime Appeals Board is ineffectual.

10. The Commissioner's comments with respect to the SIU's internal operations, and his application to the Union constitution and the implementation thereof of such terms as "rigmarole," "facades for democracy" and "travesties of justice," reveal his basic disdain for the ability of free men to govern themselves and promulgate their own rules for their own conduct, and are made solely to set the stage for the Commissioner's arbitrary and dictatorial recommendations.

COMMISSIONER'S RECOMMENDATIONS

"No matter how firmly it may be guaranteed, freedom of association may nevertheless be endangered if governments can, under pretext of 'public policy,' forbid the formation of organisations, control their activities or order their dissolution."

Freedom of Association
International Labour Office
Geneva, 1959—page 112

Canada is a member of the International Labour Organisation, therefore it is interesting to examine the recommendations of the Commissioner in the light of the principles enunciated by that body. In particular, the reader should keep in mind Article 3 of the Convention regarding the Freedom of Association adopted on July 9, 1948 which reads as follows:

"1. Workers' and employers' organizations shall have the right to draw up their constitutions and rules, to elect their representatives in full freedom, to organize their administration and activities and to formulate their programmes.
2. The public authorities shall refrain from any interference which would restrict this right or impede the lawful exercise thereof."

The recommendations of the Commissioner are a natural consequence of the manner in which he conducted the Inquiry and the techniques employed by him in the presentation of his Report. He has attempted to build upon a base of a pretended emergency and an alleged state of lawlessness. The proposals are so alien to our system of government that, even if the emergency situation existed, which it does not, it would be unthinkable to carry into effect the substance of his main recommendations.

The Commissioner's principal proposal is that the government set up a trusteeship to govern the maritime unions. The trustees are, according to the Commissioner, to be given the widest powers. As he put it: "... the trustees should not be fettered in any way in their decisions." They are to perform all the functions normally carried out by the elected officials; they are to make all the decisions normally made by the membership; they are to be the arbitrary rulers of an association of workers. The Commissioner would like to see the trustees take over all the assets of our Union, and to dismiss our officers. What is the significance of these proposals?

It is basic to our democratic system that any group of persons acting together has the right to determine who amongst them will be the officers charged with carrying out their decisions. The right to self-determination is illusory if this is taken away. The decision of the membership or the association with regard to who shall be its officers should not be interfered with, although it may displease the Commissioner and/or the government authorities. The members of this Union have elected their officials; they have through the years accumulated assets which they enjoy and which are administered through the elected officials. They have the right to decide what are to be the conditions of work which are to be sought and, if necessary, to strike or take other economic action in pursuit of their demands. They have the right to operate the hiring halls which they have supported and built up and the regulation of which they have determined.

What right has the government to usurp our decision-making powers, to replace the voice of the worker by the rule of the trustee? The maritime workers, or any other workers, are not so stupid as to be unable to make their own decisions with regard to the persons they decide to have in office, the conditions of work in their collective agreements, and the management of their own affairs. To impose trustees is to disregard the right to self-determination of a group of workers. It carries with it the denial of self-expression. Most dangerous of all, it is based upon a contempt for the ability of the members of the Union to make proper decisions. In effect, the government is asked to say "we cannot trust you to decide what is best for your advancement. We have no faith in your ability to govern yourselves; we know what is best for you, and you will do as we say whether you like it or not."

In a democratic society, the people's decisions with regard to its leaders, with regard to its assets, must be respected. It is absurd to think that the very same group of people who are deemed too stupid to elect proper union officials, are nonetheless considered fit to elect their Members of Parliament. It is beyond comprehension that the very people who were elected to the Parliament of Canada are now being asked to decide that part of the electorate which put them into office is incapable of making proper decisions with regard to the management of their trade union. It is the height of folly to say that although we can entrust the union man with the responsibility of electing leaders to manage the affairs of the nation, we cannot allow him the right to determine the manner in which his trade union is to be managed. It is important to note that the Commissioner nowhere suggests that the officials of the union are holding office illegally or that they do not have the support of the membership; what he is saying, in effect, is that he doesn't like the officials of the union, that he does not approve of the decision of the membership reflected in the vote. He proposes to annul the will of the sailor and to impose upon him the rule of a trustee. Freedom of association is meaningless if the actions carried out by associations of workers must meet with the approval of the government or its officials. If the decisions of the members are annulled, and are replaced by those of the government, then we have nothing less than a totalitarian rule. Where are the liberties of any group of persons, of any type of association, if they cannot be secure in the knowledge that their decisions for self-control will be respected by the authorities?

One of the items in the recommendations is that the trustees "take all steps possible to bring about integration of the unions under a trusteeship." In this suggestion we have the seeds of a system where differences of opinions are discouraged or even disallowed, where persons who have decided to be associated together are being told that they should associate with another group or that they should disband their particular organization. The Commissioner could not ignore that there are instances where we are before the courts in actions against the other maritime unions. That we are in competition with the other maritime unions. What he is suggesting is that the same persons who are to look after the interest of our competitor, of the persons out to destroy us, should be entrusted to look after our own

interest and welfare. We know very well, in view of the tenor of his Report, and the manner in which he conducted the Inquiry, that this is but a guise to destroy the SIU and to sell out its membership and its assets to those who have attacked it and sought its destruction.

The undemocratic nature of the recommendations is best illustrated by the words of the Commissioner found on pages 305 and 306 of the Report, when with regard to the trustees, he states:

"I suggest that the chairman should be a person with wide legal experience and that an effort be made to have as a member of the Board an economist with special knowledge of labour problems. The third member of the Board could very well be a person with experience in transport.

The trustees should have the widest powers. Among others, these should include the power:

(a) to take over all the assets of the unions and of all holding companies and building companies in the names of which any such assets are vested, and the assets used by welfare plans of the unions;

(b) to investigate the financial affairs of the unions including their bank accounts;

(c) to provide for the operation of the unions in such manner as they consider in the best interests of the seamen and the public;

(d) to dismiss officers and employees of the union and to appoint others. In this connection, in view of my conclusions in this Report, the President and other senior officers of the SIU of Canada, including the present administrator of the SIU Welfare Plan should not be continued in office or employment in the union;

(e) to effect proper economies in the operation of the unions."

This is the clearest expression of contempt for the seamen. Three outsiders are to decide what is best for them and these three are not subject to the seamen's control. Where there is "unfettered control" and "widest powers", there is absolute dictatorship. To the extent that the government is asked to impose a trusteeship on a union—to that extent it is asked to impose a dictatorship on the nation.

The formation of new maritime unions, the Commissioner suggests, should be prohibited. Another blow at the freedom of association—another violation of basic principles. If the government can do this to seamen, it can prevent the formation of new political groups, commercial associations and cultural bodies. It can, for all effective purposes, make a sham of our fundamental liberties. It would make a mockery of the provisions of our Bill of Rights which guarantee "the freedom of assembly and association."

The officials of this union have committed no offense. They have done no act which would exclude them, in law, from holding office in this union.

The members of this union have committed no crime. They have done no act which renders them liable to having taken away from them their elected officials, their Union assets, the control of their own affairs. It has been, we thought, a cherished principle in our system of law that no punishment shall be inflicted where there is no offense committed. This principle, if it applies, applies to all persons living in this country and to all institutions operating within its boundaries. If it does not apply to all, it applies to none.

The punishment is proposed to be inflicted on the members by taking away their rights of self determination, by annulling their decisions where they elected their officials, by taking over their buildings and assets accumulated through the years, by destroying their constitution, by taking out of their hands the administration of affairs until now conducted by them, by attempting to drown them and destroy their identity through the pretense of amalgamation with the enemies sworn to destroy them. What have we done to deserve this punishment? Nothing. What law have we broken? None. With what offense have we been charged? None. There is no justification to inflict this punishment upon us. It can be done only by violating fundamental principles of justice.

In a society where the end justifies the means, the anxiety of a Commissioner to rid himself of a group he does not like, is motive enough for violating the traditional liberties of an in-

dividual, and disregarding essential principles of a democratic system. Ours is not a society where the end justifies the means, and we cannot stand by where our liberties are thrown to the winds and the concepts whereby a society of free men is governed are abandoned.

The Commissioner's recommendation with regard to the hiring hall sets out clearly his discriminatory attitude towards the SIU. The Commissioner states that the provisions of the Canada Shipping Act are anachronistic as regards the hiring hall and should be changed. In spite of this, he recommends that as far as the SIU is concerned the provisions prohibiting the operation of the hiring hall should be rigidly enforced. It seems that any way of attacking the SIU is justified in the eyes of the Commissioner, even the rigid enforcement of bad laws which he himself recommends should be changed.

Under the heading "Legislation" the Commissioner has attempted to give to his recommendations the colour of constitutionality, partly by alleging that it is an emergency measure. Of course his characterization of "emergency" is a facile way of attempting to justify recommendations which may not fall within the competency of Parliament, and which, in any case, eliminate the very liberties which Parliament has seen fit to guarantee.

The Canadian Bill of Rights, in the very first paragraph, states that the "Canadian nation is founded upon principles that acknowledge . . . a society of free men and free institutions. . ."

Section 1 of the Acts reads:

"1. It is hereby recognized and declared that in Canada there have existed and shall continue to exist without discrimination by reason of race, national origin, colour, religion or sex, the following human rights and fundamental freedoms, namely:

- (a) the right of the individual to life, liberty, security of the person and enjoyment of property, and the right not to be deprived thereof except by due process of law;
- (b) the right of the individual to equality before the law and the protection of the law;
- (c) freedom of assembly and association."

It is ironical that the Commissioner has proposed to a Parliament the adoption of a law which would sweep away so many of the guarantees which were reduced to writing but three years ago.

The recommendation prohibiting one union from representing both licensed and unlicensed personnel is another clear violation of the individual's right to associate with whomever he pleases. It is evidently based on the Commissioner's fear that a union will become powerful and be in a position of strength when dealing with an employer. In effect, the Commissioner is telling Parliament and the ship owners that with respect to trade unions the best way to handle them and control them is to divide and conquer. The guarantee of freedom of association becomes illusory if this recommendation is put into effect.

The Commissioner recommends that consideration be given to prosecuting certain officials of this Union. In a sense, he has already acted as a prosecutor zealous in attempting to obtain conviction. He recommends that counsel be appointed to examine the feasibility of pressing charges. However, we suggest that he is more than overzealous when he recommends that certain officials should be charged with having committed offenses under Sections 409-411 of the Criminal Code. The last two Sections were repealed in 1960 and the first does not set out an offense. Perhaps the Commissioner is suggesting that they be reenacted to apply only to the officials of the SIU.

In his Report, the Commissioner writes about respect for the "Rule of Law." We cannot help but point out that the recommendations and the attitude of the Commissioner adopted in the Report disregard the Rule of Law.

If any person has committed an offense against the law, it is his basic and inalienable right to be judged before a court of law where he is protected by the procedures developed over the years, and where he has his day in court, where he has knowledge of the charges

against him and where he has an opportunity to reply. The basic principle, we understand, is that there is equality before the law and that a man can be punished only for a breach of the law and nothing else. The Commissioner, in his Report, has adopted techniques and has made findings with regard to matters which are before the courts and which it is the court's duty to decide. He has attempted to deprive us of our day in court. He has proposed unusual treatment with regard to our organization, singling us out for special and discriminatory consideration. The Commissioner has disregarded the Rule of Law and is asking Parliament to do the same in that:

- a. he is suggesting unusual treatment by proposing that we be punished when we have not breached the law;
- b. he has asked Parliament to remove the questions affecting the rights of our union and our officials from the jurisdiction of the ordinary tribunals. In attempting to remove the adjudication of our rights from the courts, he is denying us equality before the law.

In a government of law, not of men, the violation of basic principles and fundamental liberties with regard to any individual or association of persons affects the whole country. No matter how much displeasure an association or individual may incur in the mind of a Commissioner or a government, the subjugation of the individual or association by means of "special discriminatory" legislation is far more abhorrent than the alleged wrong sought to be corrected. It is a confession that the government or the Commissioner has no trust or faith in the ordinary laws and ordinary courts of the land. Individuals and associations come and go. To abrogate fundamental liberties for the purpose of controlling an association, in this case a trade union, and to suspend basic principles is to undermine the way of life a democratic system is obligated to preserve.

CONCLUSIONS

On July 17, 1962, Commissioner Norris was named by the then Minister of Labour to conduct an industrial Inquiry into the circumstances leading to the disruption of shipping in the Great Lakes system; into the activities of employee organizations involved in Great Lakes shipping, and into the relationship between these employee organizations and the employers. The Norris hearings were conducted from August 7, 1962 through March 15, 1963, and on July 15, 1963, the Commissioner submitted his Report.

The Commissioner's actions throughout the hearings, coupled with the views and attitudes expressed in his Report, make it clear to any dispassionate and objective observer that the Commissioner perverted the purpose of the Inquiry he was assigned to conduct, and that, rather than attempt a fair appraisal and impartial evaluation of the industrial dispute which should have been the major area of consideration, he instead relegated this industrial dispute to an insignificant position and utilized both the hearings and his Report as platforms from which to launch an attack upon the Seafarers International Union of Canada and its officers, and as forums in which to express his pre-conceived attitudes and opinions concerning not only the SIU, but the trade union movement and the institutions of our democratic society as well.

Certainly, the one fact that emerges with clarity is the fact of the Commissioner's deep-rooted and fundamental hostility to basic concepts of democracy which the people of Canada have adopted not only in their trade union organizations but in their political and social structures as well.

The opinions and attitudes which this Commissioner has expressed concerning the operation of democratic procedures—views directed specifically toward the SIU but applied inferentially to broader areas—could come only from a man with an unyielding antipathy to basic concepts of democracy and a deep-seated disdain for the ability of men to govern themselves in their own way.

Certainly, one can reach no other conclusion when one considers not only the comments in the Commissioner's Report, but the very language of the Report and the sneering and contemptuous manner in which he has treated every apparatus and procedure instituted and implemented by the members of the SIU to assure the operation of their Union in accordance with the same democratic concepts they have embraced in the political and other institutions of their society.

Thus, as noted in the sections of this document relative to the internal operations of the SIU, the Commissioner has time and again, expressed his fundamental distrust and disdain for self-government by the people. The SIU's membership meetings, this Commissioner caustically comments, are merely "facades" of democracy. The SIU's trial procedures are "travesties of justice," and the SIU constitution, the cornerstone upon which the Union structure rests, is merely a "rigmarole" designed to confuse the members. It is true, the Commissioner concedes, that "the vote was overwhelmingly in favor of the constitution. But," the Commissioner goes on, "it would appear doubtful that the ordinary seamen fully appreciated the effect of the provisions of the constitution."

Similarly, the Commissioner, in another section of his Report, contends that unlicensed personnel on the Great Lakes had no right to be represented by the SIU, even though these men overwhelmingly chose representation by the SIU in an election conducted by an agency of the Canadian government—an election in which the conduct of the voting and the validity of the results were never questioned.

In this manner, and by the expression of such viewpoints, the Commissioner sets the stage for the contention later embodied in his recommendations—the contention that men have neither the right nor the ability to express their will, to decide *by themselves* what is best for *themselves*, and that therefore decisions must be made for them and imposed upon them by some superior intellect or authority.

The nature of the Commissioner's attack upon the internal operations of the SIU is indicative not only of his inherent distrust of democratic processes and disdain for the intelligence of the rank-and-file. It is indicative also of the manner in which this Commissioner has twisted and perverted virtually every legitimate and accented trade union practice, on which he has commented, in an attempt to make it appear that such a practice has been perverted for some ulterior or sinister end.

Thus, in the Commissioner's peculiar view, the fact that the SIU—like many other labor, political and social entities—requires a probationary period before full franchise is allowed, becomes merely an "instrument of control" for the union's officers, despite the many valid reasons for the existence of such a system which have earlier been cited in this document.

Similarly, the winning of welfare benefits from the ship owners, another legitimate purpose of a trade union, becomes, in this Commissioner's estimation, merely another tool by which the SIU president can enhance his adulation by bestowing "largesse" upon the membership.

The provision of membership facilities—meeting facilities, recreational facilities, and others—is condemned as another technique for the SIU officers to increase their "prestige," while, on the other hand, unions which do not provide similar necessary facilities are praised for their frugality and their prudent investments in government securities.

Similar condemnation, in which the Commissioner perverts legitimate and traditional trade union purposes, in an attempt to make it appear that these have some sinister end, are apparent in his opinions relative to SIU activities in the economic sphere.

Thus, in this Commissioner's view, the fact that the SIU has pursued accepted practices of pattern bargaining, is to be condemned as having an ulterior purpose, despite the valid reasons for the pursuit of such a policy which have already been pointed out.

Similarly, an attempt by the union to increase job opportunities for its members is castigated by the Commissioner as, in essence, another "deal," although the instance the Commissioner cites, relative to the deep sea vessel, the MV Eskimo shows only that the union was attempting to increase job opportunities for its members in a trade in which there are virtually no job opportunities for Canadian seamen.

In all of his expressions, relative to activities of the Union in the economic sphere, the Commissioner manifests the true nature of his feelings by the position he takes with respect to relations between the union and management.

Thus, contract demands made by the SIU upon the Upper Lakes Company are branded as "arbitrary" and "discriminatory" without any reference to the counter-proposals made by this company or to the fact that the gap between proposals and counter-proposals is traditionally narrowed in collective bargaining.

Similarly, the Commissioner notes that Upper Lakes was "required" to employ private detectives to "protect its investment" without reference to the right of employees to protect their vested interests in their jobs or to the fact that historically private detectives have been used by employers to constitute private armies for the purpose of enabling these employers to resist and oppose the legitimate aims and aspirations of their employees.

In the same vein, the Commissioner commends Upper Lakes for its opposition to the SIU and condemns those companies which have had stable relations with the SIU, while at the same time attempting to place on the SIU the onus for "instability" in the Canadian shipping industry.

The companies are advised, in effect, that if they want to promote stability, and foster their best interests, they must gang up on

the SIU, or, failing that, the government will have to step into the picture.

Certainly such views ignore or repudiate basic concepts of economic democracy, which recognize that both labour and management have the right to vie with each other freely, and without coercion, within the structure of our free society, and could have come only from a man deeply and basically opposed to the concepts of democracy whether in the political, economic or other spheres—a man whose disdain for the members of a democratic society is so graphically illustrated by his recommendations that decisions must be made for them and authority imposed upon them from the top—a recommendation made on the heels of the Commissioner's contention that the SIU president is a "strong man" intent only upon maintaining iron-fisted control over the union members.

In this connection it is significant to note the recent situation in British Guiana where the totalitarian Jagan government attempted to institute governmental control over the free trade union movement of that country. This attempt resulted in an 80-day general strike of British Guiana workers which commanded the support of the democratic world labour movement, which exposed the danger to free people inherent in such governmental control, and which resulted in a major victory for democratic trade unionism when the Jagan government withdrew its proposed legislation.

Without reference at this point to the gravity of the dispute, out of which the Norris hearings arose, it is evident that such drastic recommendations as the Commissioner has made, which would strike at the core of all our democratic institutions, for the ostensible purpose of resolving what is—at the most—a single industrial dispute, cannot be accepted by the people of Canada.

On page 299 of his Report, this Commissioner says:

"It is the little-minded men in our midst who are most to be feared—not only those in labour who have been so badly brainwashed, but people in industry and labour, powerful but little-minded nevertheless—who are willing to compromise principles and to surrender the future for a present gain, regardless of the welfare of others and regardless of the whirlwind of national catastrophe which could follow the wind they have sown."

We submit that the Commissioner, who, for the ostensible purpose of resolving a single industrial dispute which, at the most, involves only a negligible percentage of Canadian shipping, would strike at the very foundations of our democratic institutions, would abridge the basic rights and personal liberties of the working people of Canada, and impose upon them dictatorial and authoritarian control—this Commissioner would "surrender the future for a present gain, regardless of the welfare of others."

We submit that the acceptance of such proposals, as this Commissioner has made, would reap the "whirlwind of national catastrophe."

We submit that the author of such proposals, which must of necessity be so unacceptable to the people of Canada is the "little-minded man"—the little-minded man who, as this Commissioner himself points out, is "most to be feared."

Democracy is, at best, an imperfect system which leaves the door open to abuses. But it is preferable to the system which this Commissioner has proposed and which would deny to free men the right to determine their own destinies in their own manner, without coercion or compulsion.

In the final analysis, the issue here is between retention of the democratic system, with all its imperfections, and the abandonment of democratic processes for purposes of doubtful expediency.

This is the issue with which the people of Canada must deal.

**'No Lockout,' Commissioner Says
In His Report, But All Of These
People Were Ousted From Their Jobs**



JOHN HANNAH
Red Wing



GERALD RANSON
Red Wing



NELLIE CANTON
Red Wing



VERNA SHAKELL
Seaway Queen



ALLAN HARDIMAN
Seaway Queen



LLOYD WIPP
Howard L. Shaw



CLINTON BROUGH
Howard L. Shaw



HAROLD MCKENZIE
Seaway Queen



PETER MEIER
Red Wing



FRANCIS MURPHY
Red Wing



JACQUES CADOTTE
Red Wing



SYLVESTER LAMBERT
Red Wing



THERESA VALLEE
Red Wing



IRENE MARTINEAU
Seaway Queen



WILLIAM TAYLOR
McCorquodale



EDWARD FORD
Howard L. Shaw



G. DANILCHUK
Howard L. Shaw



ROMAN VEILA
Seaway Queen



WALLACE LOUCKS
Red Wing



HALL TREDWELL
Red Wing



DONALD CUMMINGS
Red Wing



JAMES O'NEIL
Red Wing



MARY CONNER
Red Wing



LEONARD LANDRY
Seaway Queen



ARTHUR MURPHY
McCorquodale



JEAN PICHETTE
Howard L. Shaw



JOHN DOHERTY
Howard L. Shaw



LEONARD FAHEY
Seaway Queen



ROSS EDWARDS
Red Wing



CLARENCE PEARO
Red Wing



AXEL LINDGREEN
Red Wing



JAMES LEWIS
Red Wing



MARIE LARKIN
Howard L. Shaw



LEO GROSSO
Seaway Queen



ALFRED WHITE
McCorquodale



ROY McINNIS
James B. Eads



B. McLENNAN
Douglas Houghton



LEO H. BOTTS
John Ericsson



DAVE GASKELL
John Ericsson



ALLAN BOYCHUK
John Ericsson



HARVEY MAYNARD
James B. Eads



JOHN G. JEANNOTTE
John Ericsson



GEORGE SULLIVAN
John Ericsson



FRANK BERG
John Ericsson



ERNIE ROMANO
Douglas Houghton



MURRAY FOX
James B. Eads



STEWART BODDY
James B. Eads



DONALD MOREAU
John Ericsson



HAZEN WALKER
John Ericsson



JOHN COYNE
John Ericsson



EUGENE PRYSTAY
John Ericsson



HERVIG THALER
Victorious



DONALD LOCKE
Victorious



TOM O'CONNELL
Victorious



RENE KINGSBURY
Frank A. Sherman



EDWARD BEALS
James B. Eads



JACK GREENLAW
James B. Eads



WILLIAM FOWLER
John Ericsson



RICHARD MAY
John Ericsson



JAMES BOYCE
Douglas Houghton



FINLAY McLENNAN
John Ericsson



PETER MANSFIELD
Victorious



KARL JAGEMAN
Victorious



BART HAGGARTY
Frank A. Sherman



JACK LAPOINTE
Frank A. Sherman



STANLEY WALKER
James B. Eads



WILBERT HILLIS
James B. Eads



A. BENNINGTON
John Ericsson



WILLIAM KELLY
John Ericsson



PETER CAMPBELL
John Ericsson



HERMAN MARTENS
John Ericsson



JOHN MOORE
Victorious



GOWER DINHAM
Victorious



JAMES CHILDS
Gordon C. Leitch



ALBERT GUITAR
Frank A. Sherman



ARTHUR ROMARD
Gordon C. Leitch



MURRAY WARK
Gordon C. Leitch



FRED LESTER
Gordon C. Leitch



TED RYBKA
Douglas Houghton



AMBROSE SHEPPARD
Douglas Houghton



VERNON RYAN
Gordon C. Leitch



DANNY RHODES
Gordon C. Leitch



LAUS BARCHSORN
Gordon C. Leitch



DANIEL QUESNELLE
Douglas Houghton



DONALD ASHLEY
Douglas Houghton

Victims Of Upper Lakes Lockout And CLC Sellout



PAT PETIT Victorious
THOMAS BALD Frank A. Sherman
HEINZ SHROEDER Frank A. Sherman
RUSSEL McDONALD Frank A. Sherman
ANDREW ROBERTSON Howard L. Shaw



JOHN BARR R. Bruce Angus
EDWARD MATERICK R. Bruce Angus
LAUR. KOWALCHUK James B. Eads
SIDNEY BOUTILLIER James B. Eads
ALBERT McCAYISH James B. Eads
ANDY WUSCHENNY Victorious
KEN KRISTIENSEN Frank A. Sherman
GAETAN HOLEY Frank A. Sherman
ERNEST BELLARD Frank A. Sherman
ALLAN COOK Howard L. Shaw



GASTON AUZE R. Bruce Angus
ROBERT WELLS R. Bruce Angus
M. LEMANSURIER James B. Eads
ALBERT HARRARD James B. Eads
LAURENCE DIXON James B. Eads
PAT MCINTAGGART Victorious
ANN CRESS Frank A. Sherman
PETER MARANCHUK Frank A. Sherman
WILLIAM MILLS Howard L. Shaw
ERNEST O'BRIEN Howard L. Shaw



GERALD CHASSE R. Bruce Angus
ROBERT NEWBURN R. Bruce Angus
JOSHUA WHEELS James B. Eads
HENRY R. BRAKE James B. Eads
JOHN ROBSON James B. Eads
RUDOLPH GALUSKA Howard L. Shaw
WILLIAM McDONALD Howard L. Shaw
HENRY UPPERTON Seaway Queen
MARTIN AALTO Seaway Queen
ANTHONY BOND Red Wing



WILLIAM ROONEY McCorquodale
WILFRED AUSTIN Maunaloa
PETER BOYECCHKO Maunaloa
PETER GREEN Maunaloa
SEATON GREAVES James Norris
JAMES CLARKE John Ericson
RICHARD O'BRIEN Victorious
ALBERT HILL Victorious
OLIVE LATHANVILLE R. Bruce Angus
HAROLD STEAD Victorious



WELBURN CLYBURN McCorquodale
ROBERT ALLAN Maunaloa
HAROLD CURRIE Maunaloa
EMERSON WILLIS Maunaloa
ARTHUR RICHARDSON James Norris
RUDOLPH DUTIL Victorious
ELIAS BOULEY Victorious
BEVERLEY HEIPEL Victorious
RUDOLPH LORENZ Frank A. Sherman
MAURICE PRESTON Victorious



JOHN PICCO Brown Beaver
RICHARD MAYRAND Brown Beaver
ALBERT McRAE James Norris
DONALD DONISIC James Norris
WILLIAM CALDER McCorquodale
REGINALD PORTER Victorious
YALI TANNER Frank A. Sherman
MARGARET RYAN Frank A. Sherman
ERNEST TAYLOR Frank A. Sherman
CONRAD NEWTON Howard L. Shaw



DAVID SHERK Brown Beaver
MARY FORGET James Norris
HUBERT WHIFFEN James Norris
BRIAN GUILFOYLE James Norris
JOSEPH GAGNON McCorquodale
EUGENE BINETTE Victorious
PETER SANDERS Frank A. Sherman
GOLDIE CRESS Frank A. Sherman
WILFRED McLAREN R. Bruce Angus
JAMES MACKENZIE Howard L. Shaw



ALLAN BUNTING Howard L. Shaw
NORMAN SALICHUK Howard L. Shaw
ROBERT FOX Gordon C. Leitch
DAVID THOMPSON Red Wing
ANDRE BEAUCHEMIN Red Wing
ERIC PEDDEL R. Bruce Angus
WILFRED BROWN R. Bruce Angus
ALEX REDMAN James B. Eads
JOSEPH WALKER James B. Eads
CARL ECCMIRE James B. Eads

Victims Of Upper Lakes Lockout And CLC Sellout



BERNARD WALKER Gordon C. Leitch
CLIFFORD DOGGETT Gordon C. Leitch
PETER CURISTAN Gordon C. Leitch
MARLENE WOLFE Gordon C. Leitch
ALFRED GOODING Douglas Houghton



BENOIT MICHAUD Brown Beaver
JOS BOUDREAU Brown Beaver
JIM KENNEDY Brown Beaver
ALEX SIMONSON R. Bruce Angus
AUSTIN HILLIER R. Bruce Angus
RUSSELL DAFOE James Norris
KATHY BOURKE James Norris
DOUGLAS FENTON James Norris
STAN KULACZKOWSKI James Norris
EMILE HOUDE McCorquodale



ISABELLA BOND Brown Beaver
NIKOLAS CHIORU Brown Beaver
JIM O'BRIEN Brown Beaver
REAL PARENTEAU R. Bruce Angus
THOMAS DE YOUNG R. Bruce Angus
GEORGE MURPHY James Norris
LEONA CULLEN James Norris
MARY KALLOS Gordon C. Leitch
DONALD McDONALD McCorquodale
WALTER JEANS McCorquodale



R. ROBERTS Brown Beaver
JOS ARSENAULT Brown Beaver
S. KABATH Brown Beaver
MARY MOZGA R. Bruce Angus
JOS PORTER R. Bruce Angus
JAMES ASCAN James Norris
WILBERT BRAGG Brown Beaver
DONALD URQUART James Norris
MAX STRICKLAND McCorquodale
HAROLD CORMIER McCorquodale



JOHN JOSEPH Brown Beaver
ALFRED COOPER R. Bruce Angus
ANNE DICKSON R. Bruce Angus
JACOB ZIELSKI James B. Eads
ALBERT IVEY James B. Eads
GORDON LOW McCorquodale
OTTO KONHOF Seaway Queen
JACK RICHARDS R. Bruce Angus
DOROTHY CAMPBELL Douglas Houghton
REMI MICHAUD Gordon C. Leitch



JOHN MACEACHERN McCorquodale
JOHN DOHERTY Seaway Queen
GRAHAM RICHARDS Douglas Houghton
ISABELLA THOMPSON Douglas Houghton
ROY BOUDREAU Gordon C. Leitch
EDGAR HARRIS Red Wing
JEAN LAING Red Wing
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WILLIAM FERGUSSON Gordon C. Leitch
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RONALD BOND Gordon C. Leitch
JOHN MACLEAN McCorquodale
FINLEY HILL McCorquodale
GARY MCVANNEL Maunaloa
WILLIAM HANEY Maunaloa
FRANK SABEAN Maunaloa



CARMEI CAMILIER Seaway Queen
FRANK MEHARY Douglas Houghton
NAPOLEON DUSOME Douglas Houghton
RUTH DOUGLAS Douglas Houghton
VICTOR MARQUIS Gordon C. Leitch
CHESLEY HOGAN McCorquodale
EMILY LEWIS James Norris
BERT MOUTON Douglas Houghton
ANDRE AGARANDE Maunaloa
EYE GAGNON Maunaloa



GERALD KEHOE Seaway Queen
WILLIAM WAY Douglas Houghton
ROBERT JESSOME Douglas Houghton
ERNIE BARNES Gordon C. Leitch
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