

# Job Actions Force 8 Companies To Sign



Official Organ, Atlantic & Gulf District, Seafarers International Union of NA

VOL. X

NEW YORK, N. Y., FRIDAY, AUGUST 20, 1948

No. 34

## Pact Calls For Bulletin Boards And Book Racks

In addition to securing the best contract in the industry covering wages and conditions, the Seafarers also scored when the majority of the operators agreed to provide a glass-covered bulletin board and book rack for Union literature aboard all their ships.

The operators—those of the Atlantic and Gulf Ship Operators Association—have agreed to something no employer—maritime or shoreside—has agreed to before: To construct and place aboard ships facilities for Union property and literature.

The glass-covered bulletin board will be of sufficient size to contain a copy of the SIU fof'sle card, and the book rack will be large enough to contain the Educational Library prepared for use aboard SIU ships.

### PROTECTS INVESTMENT

By winning this concession from the operators, the many thousands of dollars the SIU has invested in Union literature will be protected.

The Union's Negotiating Committee vigorously pressed this matter all through the contract talks so as to furnish the proper set-up for a real Union library on every ship.

In the Union Educational Library to be included on all ships of the Association are the following:

Bound volumes of the SEAFARERS LOG; "Strikes and Strike Strategy;" "Listen, Tankermen;" "Shipboard Handbook for Crewmembers and Delegates;" "Charges;" "Organizers' Handbook;" "Order! How to Conduct a Union Meeting;" "The SIU at War;" and "The Seafarers Organizing Program."

The bulletin boards and book racks will be placed aboard the ships as soon as possible—the plans already being in the hands of the companies.

## Committee's Report

The SIU Headquarters Negotiating Committee's complete report on the contract just signed with eight companies of the Atlantic and Gulf Ship Operators Association appears on page 12 of this issue.

## NEW A & G WAGE SCALE

### Deck Department

Rating	New Rate of Pay	Old Rate of Pay
Boatswain .....	\$285.44	\$260.44
*Carpenter .....	255.04	242.54
Able Seaman—Maintenance .....	234.34	221.84
Quartermaster .....	222.51	210.01
Able Seaman .....	222.51	210.01
Ordinary Seaman .....	189.97	177.47

\*When the Carpenter is required to furnish his own tools, he shall be paid \$7.50 per month in addition to his basic wage per month.

### Engine Department

Chief Electrician .....	\$360.93	\$348.43
*2nd Electrician .....	321.22	—
Unlicensed Junior Engineer (Day Work) .....	284.62	272.12
Unlicensed Junior Engineer (Watch Work) .....	255.04	242.54
Plumber-Machinist .....	292.90	280.40
Deck Engineer .....	255.04	242.54
Engine Utility .....	255.04	242.54
Evaporator Maintenance .....	237.29	224.79
Oiler .....	222.51	210.01
Oiler—Diesel .....	243.51	231.01
Watertender .....	222.51	210.01
Fireman Water (FM-WT) .....	222.51	210.01
Fireman .....	210.68	198.18
Wiper .....	219.55	207.05
Refrigerator Engineer (When Only One Carried) .....	331.35	318.85
Refrigerator Engineer (When Three Carried):		
(A) Chief .....	331.35	318.85
(B) 1st Assistant .....	293.49	280.99
(C) 2nd Assistant .....	271.01	258.51

\*Previously an Assistant Electrician was carried. His rate of pay was: \$269.16.

### Stewards Department

Chief Steward .....	\$278.25	\$265.75
Chief Cook .....	255.04	242.54
Night Cook and Baker .....	255.04	242.54
Second Cook .....	231.38	218.88
Assistant Cook .....	219.55	207.05
Messman .....	189.97	177.47
Utility Man .....	189.97	177.47

NEW YORK—Eight stalling operators were forced this week to meet the Atlantic and Gulf District's demands for a two-year contract, with the all-time high in wages, working conditions and protective Union security clauses won by the SIU last week, by a potent display of the Seafarers' traditional action at the point of production. This development followed hard on the heels of the precedent-shattering move in New Orleans last week, when the SIU job action pounded out an identical contract with the Mississippi Shipping Co.

In addition to the two-year duration, the new contracts call for the highest wages ever obtained in the maritime industry

by virtue of a \$12.50 across-the-board increase for all hands, with the exception of Bosuns, whose pay will be hiked by \$25. The new pact also guarantees maintenance of the present manning scales for the life of the contract. Other improvements previously incorporated in the Mississippi agreement are contained in the newly-signed contracts.

Companies which capitulated to the Union's demand late Friday evening, Aug. 13 are the Alcoa Steamship Company, Bull Steamship Company, Baltimore Insular Line, South Atlantic Steamship Company, Seas Shipping Company, Seatrain Lines, Inc., Eastern Steamship Company and Smith and Johnson. The contracts will expire September 20, 1950.

### JOB ACTION

The eight companies, members of the Atlantic and Gulf Ship Operators Association, halted their stalling tactics and signed the Mississippi-type contract after the SIU resorted to job action.

Up to that point the SIU had refrained from using the job action weapon because of the possibility of cease and desist injunctions, which previously had been served on the NMU and other CIO unions.

In fact, the Union has instructed SIU crews to "fulfil the present contracts to avert shipowner chiseling."

This attitude of fair play on the part of the Union proved fruitless. Instead of negotiating in good faith and attacking the contract problem sincerely, the operators stalled the sessions and sent many telegrams to the Union stating that the Union was using job action to illegally force the companies into signing the contract.

By this tactic the operators obviously were trying to put the SIU on the defensive by making

(Continued on Page 3)

**PLUS THESE OTHER FEATURES . . . .** Two Year Contract, till Sept. 30, 1950 . . . . . Guaranteed Union Hiring Hall . . . . . Right to re-open wages and all monetary matters at any time . . . . . Guaranteed manning scale for duration of contract . . . . . Best working conditions in Maritime!

# SEAFARERS LOG

Published Weekly by the  
SEAFARERS INTERNATIONAL UNION  
OF NORTH AMERICA  
Atlantic and Gulf District

Affiliated with the American Federation of Labor

At 51 Beaver Street, New York 4, N. Y.

HAnover 2-2784

Entered as second-class matter June 15, 1945, at the Post Office in New York, N. Y., under the Act of August 24, 1912.

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## Keeping It Steady

Shortly after it had successfully negotiated what is indisputably the finest contract to cover any group of seamen in the world, the A&G Negotiating Committee made a statement of considerable significance to all engaged in the maritime industry.

The committee stated, in effect, that it hoped all maritime unions would be able to obtain the same high wages and improved working conditions, which the SIU had won as a result of forceful action. Only in such a way could conditions in the maritime industry be stabilized, the committee pointed out.

There can be no smooth sailing for all men in maritime until that much-needed stability has been achieved. So long as there are wide differences in the wages and working conditions of the various sections of the industry, instability quite probably will be the rule rather than the exception.

This fact has already been clearly demonstrated. The differential between the wages and conditions set forth in SIU contracts, and those embodied in the agreements of other unions, has made for a considerable amount of confusion and misunderstanding in the past. How this situation was born is easy to see.

While the SIU-contracted shipowners have been forced by the Seafarers to pay top wage scales and provide superior working conditions, operators contracted to other unions have been able to sail their ships more cheaply, through payment of lower wages and under less stringent working rules.

For a sound, up to date example of how this worked out in actual practice we can refer to the coal and coke cargo situation. A couple of years ago, the SIU was successful in negotiating provisions calling for penalty payments for these cargoes. At the time, the SIU had a large number of contracted ships which were used in transporting these products.

It was the Union's hope and expectation that other unions would follow suit and demand that these cargoes be classed as penalty under their contracts. But they didn't. As a direct result of their failure to similarly bolster their agreements, the SIU was placed at a serious disadvantage. We lost hundreds and hundreds of jobs as our operators gradually stopped carrying the penalty cargoes, which were being hauled at comparatively bargain rates by operators contracted with other unions.

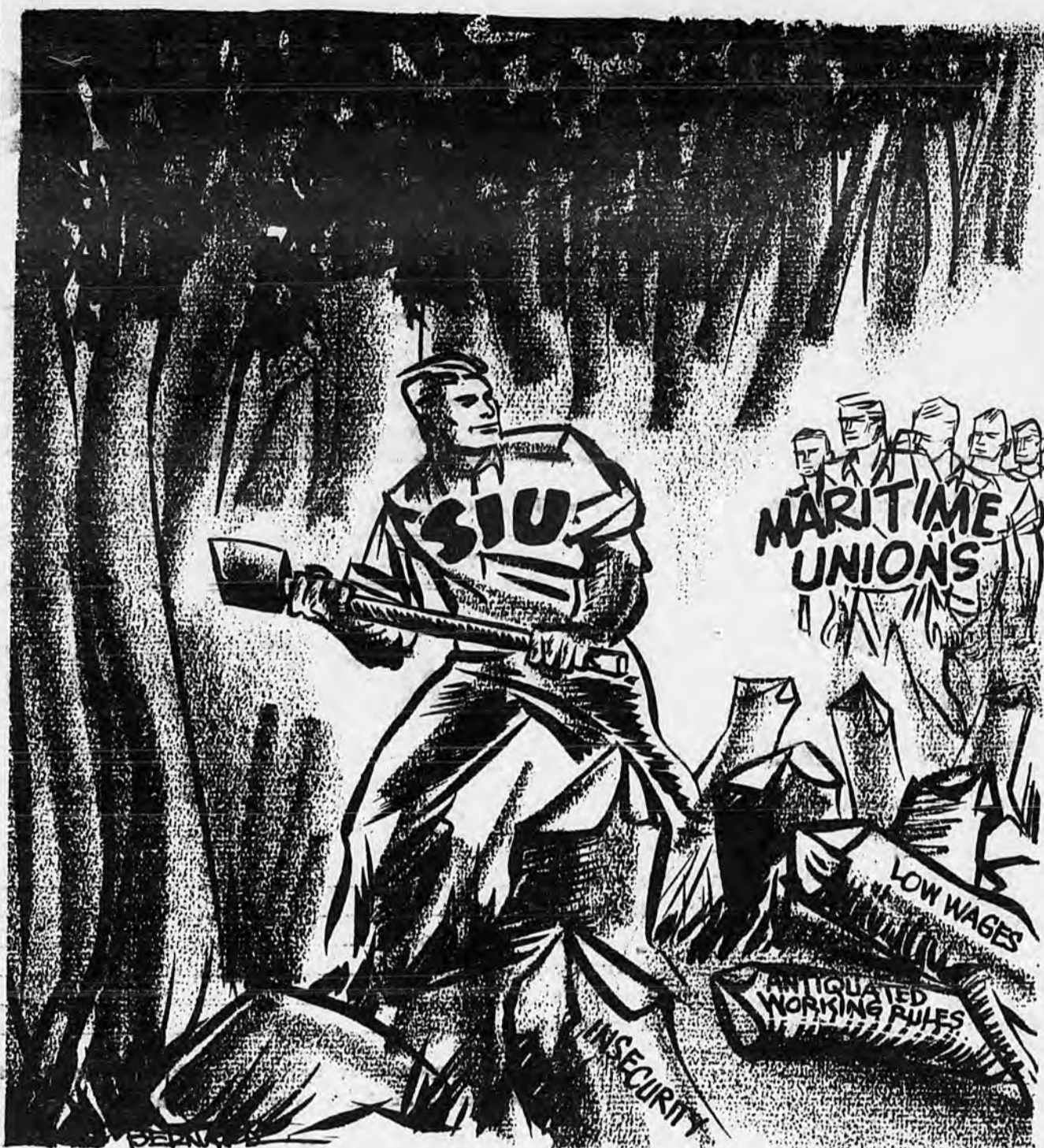
As a trade union primarily interested in the economic protection of its membership, we can no longer ignore the harm inherent in a lack of uniformity throughout the industry. Although we may have contractual assurance of unmatched conditions and wages, the possibility of "bargain rates," made possible by other unions less aggressive than we, is always a danger.

All of us must do our part to make sure we are not similarly victimized in the future. Our record wages won in contracts this week must become a pattern for all seamen. It is for our interest as well as theirs that this be accomplished. Instability is the alternative.

Each of us should make every effort to impress members of other unions how important this objective is. They in turn must convince their respective union officials to make a fight of it to secure the same high wages and conditions enjoyed by seamen sailing ships under contract to the A&G District of the SIU.

Our membership can help in this respect. It is a big job—but it is a must. The spirit that won Isthmian is the spirit that can convince other seamen of all unions that, unless all hands regardless of affiliation, force conditions up to the SIU level the threat of destruction of all conditions for all seamen is ever present.

## "Follow the trail!"



## Men Now In The Marine Hospitals

These are the Union Brothers currently in the marine hospitals, as reported by the Port Agents. These Brothers find time hanging heavily on their hands. Do what you can, to cheer them up by writing to them.

### SAN FRANCISCO HOSPITAL

D. P. GELINAS  
J. RYAN  
W. BELLOWS  
J. J. KEALY

### BOSTON MARINE HOSPITAL

E. MARSH  
H. R. HOMER  
J. B. FLANNERY  
E. CROMWELL  
V. MILAZZO  
A. HICKEY

### BALTIMORE MARINE HOSP.

L. C. HOLMES  
JACK McCRAVIE  
GETTIS LIGHTFOOT  
WILLIE WHITE  
JOSEPH W. BOURGEOIS  
WM. T. ROSS  
STANLEY GELAK  
PERCY BATSON  
M. C. EL MORES  
J. W. SPENCER  
CHRIST B. VIKIN  
JAS. K. CHARLESWORTH  
EDW. A. MORGAA  
J. ROOS  
DAVID WARDEN  
H. W. SPENCER  
JOS. W. BOURJOIS  
F. BECKER

### C. MORALES

R. J. PURCELL  
JOHN J. SCHWABLANCK  
C. SIMMONS  
STANLEY GELAK  
WM. T. ROSS  
EDW. A. MORGAN  
M. C. EL MORES

### SAN PEDRO HOSPITAL

L. TICKLE  
T. C. KELLY  
M. BYERS

### NEW ORLEANS HOSPITAL

STELLY C. FORMAN  
E. LIPARI  
R. F. BLACK  
J. DENNIS  
L. C. MASON  
A. LOOPER  
C. ANDERSON  
RALPH PIEPHET  
V. R. NORTH  
V. P. SALLINGS  
C. GREEN  
C. R. GRIMES  
W. H. COLBOURNE  
M. C. GADDY  
H. L. SEYMOUR  
JAMES FARRIOR  
E. MULHOLLAND  
A. SYLVERA

## Hospital Patients

When entering the hospital notify the delegates by postcard, giving your name and the number of your ward.

Mimeographed postcards can be obtained free at the Social Service desk.

## Staten Island Hospital

You can contact your Hospital delegate at the Staten Island Hospital at the following times:

Tuesday — 1:30 to 3:30 p.m.  
(on 5th and 6th floors.)

Thursday — 1:30 to 3:30 p.m.  
(on 3rd and 4th floors.)

Saturday — 1:30 to 3:30 p.m.  
(on 1st and 2nd floors.)

EDWIN MAXWELL  
FRANK WAGNER  
P. E. CUMARE  
H. FERDRICKSSON  
H. MASON  
G. L. DUXWORTH  
ED MILLER

## STATEN ISLAND HOSPITAL

A. EWING  
A. VANELZUELA  
M. CASTRO  
J. McNEELY  
A. JENSBY  
D. DeDUISEN  
T. ZEMRZUSKI  
W. H. NUNN  
J. BOUYEA  
W. HUNT  
R. L. JOHNSTON  
K. C. CROWE  
C. OPPENHEIMER  
W. H. PERRY  
T. MANDICK  
C. NANGLE  
C. W. HALLA  
P. G. DAUGHERTY

# Crews' Job Actions Bring Quick Results

(Continued from Page 1)  
claims that had no foundation in fact.

When the operators intentions became clear, the SIU decided to take further action to support its contract demands. The Negotiating Committee, comprised of Secretary-Treasurer Paul Hall, Assistant Secretary-Treasurers Robert Mathews and J. P. Shuler, Joe Algina, Lindsey Williams and Charles Haymond met with other Union officials and several delegates from ships

lying in New York harbor at the time and discussed the entire issue.

The possibility of the operators building a legal case drew the heaviest attention from the group. The prevailing opinion was that, if the Union did not take immediate and drastic action, it might find itself stymied by legal restraints similar to the "cease and desist" injunctions crippling other maritime unions.

The Union group held that the SIU must take the initiative by

the traditional method of "action at the point of production." Policy was drafted based on this course of action.

All port agents were immediately notified to take action on vessels of the companies involved. Some 30 ships, from Boston to Texas, were immobilized almost at once.

## SHIPOWNERS WIRE

This direct answer to shipowner stalling began producing results very quickly. On August 11, after only two days of action,

shipowners were sending telegrams to the Union, asking for contract meetings. Representative of the company messages is a wire received from Seas Shipping Company. It stated, in part: "Suggest our respective negotiating committees meet at office of Atlantic and Gulf Ship Operators Association, 39 Broadway at three-thirty P.M. Thursday, August the twelfth Stop Feel sure it will be possible to negotiate full agreement without any considerable delay but be-

lieve negotiations would be expedited if all ships delayed by action are moved promptly."

Upon receipt of these overtures from the companies involved, the Secretary Treasurer confirmed a meeting with the operators for August 12, so that the Union goal of establishing new wage working conditions throughout the industry could be attained with a minimum of delay.

Agents in all SIU ports were notified to begin moving the affected vessels, on the assumption that the operators were ready to "talk turkey" on the Mississippi-type contract.

The SIU strategy bore fruit on August 13, when the operators' representatives agreed to the agreement put forth by the SIU Negotiating Committee.

The announcement of the Seafarers militant action and its resultant success in achieving an outstanding contract touched off a barrage of comment.

Members of the SIU, in interviews with LOG representatives, expressed the opinion that the new contract was possibly the Union's most significant victory since the winning of the Isthmian fleet.

Reaction in shipping circles pointed up the extreme likelihood that the SIU's contract victory would set a pattern for the industry.

Maritime observers almost uniformly took the view that the NMU negotiating committee, now deadlocked with its contracted companies, would be helped considerably by the SIU accomplishment, in its attempt to up the shipowners latest offer of \$7.50 across the board.

## NMU WANTS "PARITY"

The correctness of this view was established late Monday evening when the NMU president, Joe Curran, announced that his organization would accept "nothing less than parity" with the record wage scales won by the SIU.

This situation was exactly what the SIU Negotiating Committee hoped for, when, shortly after its successful sessions, it declared:

"It is our hope that all unions, regardless of affiliation, will soon be able to obtain the same gains established by the SIU and thus benefit by the direct action taken by our Union."

Contending that stabilization of conditions would be fruitful for all engaged in the maritime industry, the SIU Committee said:

"The maritime industry should be stabilized for the good of all concerned. The gaining of the same high SIU wages and conditions by seamen of all unions would greatly contribute toward that much-needed stability."

The committee announced that it would continue arranging meetings with other contracted companies as their contracts approached their respective expiration dates. After most of the freighter and passenger companies are in the fold, the Union intends to tackle the 16 newly-organized Atlantic and Gulf tanker outfits.

Negotiations will then be directed at the Unions contracted tug and inland boat companies, the committee said. The same type of contract wrested from the larger operators will be sought throughout the industry, according to the committee.

## Seafarers Once Again Shows The Way To NMU: Curran Cries For 'Parity' With A&G Wage Scale

NEW YORK

HERALD TRIBUNE

AUG. 17, 1948.

Congress of Industrial Organizations seamen told Atlantic and Gulf Coast ship operators yesterday that they must meet a \$12.50 a month increase awarded during the week end to American Federation of Labor seamen or face a strike on Sept. 2 when a Taft-Hartley injunction against a walk-out expires.

The demand set negotiations that had promised to lead to a settlement "back to where we started," according to Frank J. Taylor, chairman of the ship operators' negotiating committee. Joseph Curran, president of the National Maritime Union, who presented the demand to obtain "parity" for his union's 60,000 members, said his organization was prepared to back it up with a strike when the injunction is lifted.

The \$12.50 a month settlement signed Friday by nine members of the Atlantic and Gulf Coast Ship Operators Association and the A. F. of L's Seafarers International Union, a rival of the N. M. U., forced the latter union to take a "new approach" in meetings at the offices of the Federal Mediation and Conciliation Service at 341 Ninth Avenue. Mr. Curran said Mr. Taylor said he would have to take the demands back to his principals. A meeting of operators with Harry Winning, Federal conciliator, is scheduled for today.

### Raise Was Refused

In June the operators refused

Once again the Seafarers International Union carried the entire maritime industry with it when it won the \$12.50 raise across the board from the Mississippi Shipping Company and eight companies of Atlantic and Gulf Ship Operators Association.

Hardly had the SIU's smashing victory been made public than Joe Curran and the NMU were demanding "parity" with the SIU.

Up to then, the NMU's negotiators were ready to accept somewhere between \$7.50 and \$10.00 a month—and think they had won a victory of their own.

As the LOG went to press, it was reported that the NMU had obtained its "parity," which the SIU Negotiating Committee believes is a good thing for all seamen. However, the SIU does not expect to be thanked for its "assist" to the NMU.

If the NMU gets "parity," it will only be history repeating itself. In 1946, when the SIU called the great General Strike to protect the Wage Stabilization Board's attempt to cut the wages the SIU had won by negotiation, the NMU cried "Me, too" and, hung on tight to the SIU coattails.

The Negotiating Committee points out that the NMU should get its "parity" for the good of all maritime workers. When one section of the industry works for poorer wages than another, the top conditions are always in danger. Had other maritime unions fought for the coal and copra penalties, for instance, there would be no necessity for the SIU to give those penalties cargoes up.

The NMU, plunged into confusion by its previous tactic of defending on government bureaucrats for favors, and by its present internal fight, threatened to strike and found itself under a bureaucratic injunction.

For the past several months, NMU negotiators have been sitting with the operators and Federal conciliators. Yet the NMU got nowhere—until the SIU, without the help of Federal conciliators, set the pattern for all seamen.

THE NEW YORK TIMES.

AUG. 17, 1948.

Negotiations between the NMU and ship operators represented by the American Merchant Marine Association continued here yesterday at the regional office of the Federal Mediation and Conciliation Service under the direction of Commissioner Harry Winning of the agency.

At the conclusion of the three-hour parleys operators reported that they had been "torpedoed" by a new wage demand by the union which based its latest stand on facts obtained by the Seafarers International Union, AFL, last week.

The SIU reached agreements with the Atlantic and Gulf Ship Operators Association and the Mississippi Shipping Company calling for raises of \$25 a month for boat-swains and \$12.50 for other personnel.

Mr. Curran, who heads the NMU negotiating committee, made a demand yesterday for parity with the SIU. It was unofficially reported that before the announcement of the SIU settlement the NMU negotiators would have accepted a \$10 a month increase.

Shipping operators deplored the

## Mobile Reports Shipping Shows Noticeable Improvement

By CAL TANNER

MOBILE—A marked improvement over the previous week was noted in last week's shipping in this port. Approximately 131 bookmen and 24 permitmen were shipped during the week, and prospects look fair for the coming week, with the two big companies scheduled for three to seven ships for payoffs and sign ons.

While the payoffs were good, the sign ons were just the opposite. The crews refused to sign on until all repairs were

made and the ships properly stored and slopped. Waterman met these demands promptly, but Alcoa was a little slow in getting the ships okayed for the sign ons, and they were held up a bit until everything was straightened out.

Although Mobile has a lot of ABs on the beach, it seems that most of them have blue tickets and, since the Coast Guard has started to enforce the directive that two-thirds of the ABs must have green tickets, the men with blue tickets are finding it a

little hard to ship.

We therefore cannot too strongly urge all blue ticket ABs who have enough time (36 months) to get their green tickets right away, so they can get out a helluva lot faster.

Another point to remember is that, even though you had to show three years discharges to get your present ticket and it is stamped "good for the duration of the war and six months thereafter," you nevertheless have to get it changed for an unlimited ticket.

The Coast Guard considers all tickets issued during wartime as blue tickets.

The biggest topic around the Hall right now is the signing of the contract with Mississippi Shipping Company over in New Orleans by the sub-Negotiating Committee headed by Bull Sheppard. The feeling of the membership here is that this contract will set a pattern for the industry.

Negotiations with the Waterman Steamship Corporation are still proceeding favorably.

## Galveston Sees Good Shipping

By KEITH ALSOP

GALVESTON — There are some encouraging prospects that seem to indicate an improvement in the shipping picture for this port in the near future. Of course, it's the sign ons and not the signs that count, but one leads to the other. Meanwhile, shipping is fair here.

Obviously, the most widely discussed matter at the moment is the new two-year agreement signed with the Mississippi Shipping Company. This new contract is outstanding because it seems to have concentrated on the most important thing facing seamen today—job security.

Aside from wage increases, the question of jobs is almost foremost in the minds of men sailing. And the new contract has taken that into account. A hearty vote of thanks is due Bull Sheppard and the New Orleans sub-Negotiating Committee for the fine job they have done.

As in the previous week, the local scene has been very quiet. The summer has taken its toll, I guess. But everything will be humming again when the brisk weather sets in.

If you were on the beach in Galveston this week, you probably ran into the following Brothers: L. Gardiner, A. Walker, W. Zieler, Buddy Jordan, W. Reagan and F. Pence.

And that about completes the Texas roundup for the moment.

## Frisco Branch Shapes Up Hall

By A. S. CARDULLO

SAN FRANCISCO—The doors of our new A&G Hall at 85 Third Street are open for business, but there is still plenty of work to be done before the place measures up to what we've planned.

As soon as our new quarters are ship-shape, we'll send some pictures to the LOG—and we're hoping it will be very soon.

Everyone here in Frisco has been busier than the proverbial one-armed paper-hanger, trying to get everything ship-shape as quickly as possible.

### NOT BAD

Shipping, meanwhile, hasn't been too bad. In the three days since we've been at our new address, we've shipped 47 men, mostly in the Black Gang and Stewards Department, although the Deck Department got its share, too.

We crewed up the Governor Comer, Waterman, and the "Miss America", another Waterman job, which is shifting to Everett, Wash. The initials of the man who shipped as Steward on the shift are Frenchy Michelet, as in F. M.

The only business we expect next week is a few in transit jobs, but you can never tell when something will sneak in for a payoff. They'll do it every time.

The honor of being the first man to be shipped out of this new A&G Frisco Hall goes to Charles Coville Harris, who went to the SS Oberlin Victory as an OS replacement.

The first complete crew shipped from the Hall was the gang that signed on the Governor Comer. We'll have more about these lads when the ship sails.

## Sammy Stein Returns To Ring

Seafarers will be rooting hard for a doughty little scrapper by the name of Sammy Stein when he squares off against his opponent at Croke Arena Monday night, August 30.

Stein, who is better known to his many SIU friends and shipmates as Sammy Weinstein, will be donning the leather mitts professionally for the first time since he left the ring to go to sea as a member of the Sailors Union of the Pacific in 1938. He returns as a featherweight.

Although his opponent on the card has not yet been named, Sammy says he isn't concerned. He's confident of victory, no matter who provides the opposition. Despite the layoff, he declares he's in better shape than he was at any time as an amateur bantamweight champ back in 1937.

### AMATEUR CHAMP

Never a religious trainer in those days, Sammy nevertheless was king of the Kings County (Brooklyn) 118 pound simon pures. Although he was barely out of short pants in 1937, he smashed his way through to the runner-up position in the All-American championships, held that year in New York's famed old Hippodrome. He holds a silver belt from that tournament.

The onetime SUP Deck Gang man, who also sailed as a Mate and Skipper, is tackling his resumed boxing career mightily seriously, however. He says he's living clean, doesn't drink or smoke and is following his training instructions to the letter.

Sammy is boxing under the helm of the wily Al Weill, an oldtime manager whose name is practically synonymous with the



Sammy Stein assumes a familiar ring pose.

fight game around these parts.

One of Stein's latest seagoing jobs was skippering the SS Stephen Leacock, a South Atlantic Steamship Company vessel. Sammy was Master of that ship from Jan. 28 to Oct. 11, 1947. Letters came to the SEAFARERS LOG during that time from SIU members hailing Sammy as "one swell guy and a pleasure to sail with."

The seafaring featherweight is mighty proud of the fact that he took an active part in all waterfront beefs since he's been going to sea. In 1946, he was a member of the strike strategy committee of the MM&P and

worked closely with the SIU-SUP during that major beef.

A very large crew of Seafarers will be on hand at the arena when Sammy sets out to make his first crack at a new job a clean payoff.

Tickets for the tussle are on sale on the Sixth floor of the SIU Hall, 51 Beaver Street, New York. Better buy one before they're sold out.

Croke Park Arena is at 240th Street and Broadway, New York City and can be reached by 7th Avenue-Broadway subway. Get off at 242nd Street Station. Opening bell sounds at 8:30 P.M., Monday night, August 30.

## PR Strike End Booms Shipping

By SAL COLLS

SAN JUAN—Shipping was resumed with a bang as the International Longshoremen's Association strike ended in victory for our AFL Brothers. It was so good that all hands waiting for jobs were shipped right away.

The SS Ponce paid off here during the past week. There were a few beefs aboard, but they were ironed out satisfactorily after a session between the Skipper, company officials, the Delegates and the Agent.

In the interests of the crew's welfare we found it necessary to remove three performers from the vessel.

Cuba Distilling's two ships, the Catahoula and the Carabulle, were in here during the past week and both were contacted. Crew's of both ships cooperated with the Union in fine fashion. All unorganized ships that hit this port were also contacted.

The new contract with Mississippi stirred up a lot of conversation down here. The wage increases, of course, were well-received but the two-year feature and the guaranteed manning scales, along with the adjustments made to increase the number of ships and jobs under our banner, came in for much favorable comment.

The San Juan AFL Port Council is now operating in full swing. Yours truly is serving as president of the recently-formed Council.

We were kept pretty busy during the ILA strike getting men to take jobs left vacant by Brothers who, rather than sit it out indefinitely, paid off and flew back to the States to take their chances on shipping there.

The men here are still talking about the possibility of a new Hall for this branch. We just set up a new literature rack in the Hall, whereby all hands can very easily obtain copies of Union publications.

## Back Next Week

Because of the space required for the publication of the complete contract in this issue, several regular features do not appear. The series of articles by the Port Agents dealing with matters of interest to the membership will be resumed in the next issue, as will the cartoon strip "Seafare" and the other usual features. The Membership section will also be back to full size.

Until the contract is printed in the usual format, it is suggested that members keep the agreement section in this issue for reference.

## Shipping Slumps In Baltimore

By WILLIAM (Curly) RENTZ

BALTIMORE—Shipping hit a new low in this port during the past seven days, just as we predicted it would in our last report.

The unpleasant truth is that we paid off one ship and no more. That was an Isthmian scow, the SS Steel Worker.

At the same time, we signed on two Bull vessels, the SS Edith and Mae, and the SS Charles Nordhoff, Alcoa — after the repairs were made. There wasn't even an Ore Line scow to hold us up.

But that is the way things go. One week is good and the next week things are shot to hell.

There was nothing very serious in the way of beefs. But there was one on the Steel Maker concerning overtime for Oilers taking temperatures in the holds.

The crew played this one right. They didn't say a word during the trip, but they did keep track of the hours.

When they paid off, the Patrolman got the money for the Oilers — because the Isthmian agreement says that the Black Gang gets overtime for working outside the Engine Room. So Isthmian learned again.

All we can say is that anybody hinking of heading for Baltimore right now would be wiser to stay away—unless he's got money enough to stay a while.

## Neil Sheehan Dies In Santos

Jeremiah C. Sheehan, known to his shipmates as Neil, died in Santos, Brazil on July 13. Brother Sheehan had contracted pneumonia in Buenos Aires and was hospitalized ashore when his ship, the Del Norte, arrived in Santos.

At his bedside when death came were several SIU members of the Del Norte crew, among them Bill Kaiser, Osmond McMahon and Blackie Bankston. Brother Sheehan, Second Steward on the Del Norte, was 42 years old at the time of his death. He had been a member of the Union since 1942, when he joined in New Orleans. He held Book No. 22240.

Well liked by his crewmates, he was known throughout the Gulf Area as a good Union man and shipmate.

Money was collected for a floral wreath before the Del Norte left Santos and on the return trip to New Orleans over \$1,000 was given by crewmem-



NEIL SHEEHAN

bers to be turned over to his widow.

Brother Sheehan was born in Massachusetts and made his home in New Orleans with his wife.

## New York Shipping Holds To Steady Course

BY JOE ALGINA

NEW YORK—Shipping in this port is pretty much the same way it has been for the past month or so, both good and bad — good if you're a rated bookman, and bad if you hold a permit.

At the moment it looks like it will continue that way for the next few weeks. We believe there will be an upswing in

shipping when the first cold winds come blowing down from the north.

Then all the people in this area will start checking their oil tanks and put in their orders to "fill 'er up." Tankers will then start lugging the oil along the coast, and jobs will come up on the board. That's what we hope it will be, anyway.

That's in the future, however.

Right now we're handling the usual number of ships in port. This week's good payoffs were the Steel Recorder and Steel Scientist, Isthmian; the Loyola Victory, Waterman, in port from the intercoastal run. Waterman also sent us the Topa Topa and James Jackson.

The Evangeline was in port for a clean payoff, too. She's in good shape with a good crew

# AGREEMENT

— Between —

**Seafarers International Union Of North America**

— And —

**Alcoa Steamship Company, Inc.**

**A. H. Bull Steamship Company**

**Baltimore Insular Line, Inc.**

**South Atlantic Steamship Line**

**Seas Shipping Company, Inc.**

**Seatrains Lines, Inc.**

**Eastern Steamship Lines, Inc.**

**Smith & Johnson**

**Mississippi Shipping Company, Inc.**

This agreement is entered into this 17th day of August, 1948, by and between the Seafarers International Union of North America, Atlantic and Gulf District, affiliated with the American Federation of Labor, hereinafter referred to as the Union, and the undersigned company, and any of its subsidiary companies which may be formed to operate ships in the off-shore, coastwise, or intercoastal trade, hereinafter referred to as the Company and remains in effect until September 30, 1950, and shall continue for two year periods thereafter, unless either party hereto shall give written notice to the other of its desire to amend or terminate same, which notice shall be given at least sixty (60) days prior to the expiration date. After such notice has been given, specific proposals must then be submitted within ten (10) days and negotiations commenced at a time which is mutually agreed upon. If, during the sixty (60) day period, the parties fail to agree with reference to such proposals, the parties may, by mutual consent, extend this agreement for a specific period beyond such expiration date for the continuance of negotiations. Application by either party to open negotiations for changes in the wage scale or any monetary matters any time during the life of this agreement shall not be deemed cause for termination of this agreement. Monetary matters for the purpose of this section shall be the following: Overtime, Standby Rate, Longshore Rate, Tank Cleaning Rate, Explosives Handling Rate, Extra Meals Rate, Subsistence and Room Allowance.

## ARTICLE I

### Employment

**Section 1.** The Union agrees to furnish the Company with capable, competent and physically fit persons when and where they are required and of the ratings needed to fill vacancies necessitating the employment of Unlicensed Personnel in ample time to prevent any delay in the scheduled departure of any vessel covered by this agreement. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk of a delay in the scheduled departure of any vessel covered by this agreement, the Company agrees to secure all Unlicensed Personnel through the hiring halls of the Union.

**Section 2.** If for any reason the Union does not furnish the Company, as provided in Section 1, with capable, competent and physically fit persons when and where they are required and of the ratings needed to fill such vacancies in ample time to prevent any delay in the scheduled departure of any vessel covered by this agreement, the Company may then obtain members of the Unlicensed Personnel from any available source.

**Section 3.** The Company recognizes the Union as the sole collective bargaining representative of all members of the Unlicensed Personnel. It is specifically understood and agreed that membership in the Union shall not be a condition of employment of any member of the Unlicensed Personnel furnished or obtained in the manners specified in this agreement. It is further

agreed that there shall be no discrimination against any member of the Unlicensed Personnel because of non-membership or membership in the Union.

**Section 4.** (a) The Union agrees that the Company has the right to reject (by written notation on the job assignment slip) any applicant for employment who the Company considers unsatisfactory or unsuitable for the vacancy, or to discharge any member of the Unlicensed Personnel, who, in the opinion of the Company, is not satisfactory. If the Union considers the rejection of any applicant for employment or the discharge of any member of the Unlicensed Personnel as being discriminatory such actions by the Company shall be dealt with under the grievance procedure, and the Union agrees that any such rejection or discharge shall not cause any vessel to be delayed on her scheduled departure.

(b) In the event any decision of the Company physician is challenged by the Union, as to the physical fitness of a Union member, said member shall be re-examined by a Public Health physician and his decision shall be binding.

**Section 5.** The Company agrees not to discriminate against any member of the Unlicensed Personnel for legitimate Union activities.

**Section 6.** The term Unlicensed Personnel as used in this agreement shall not include super-cargoes, cadets, pursers and livestock tenders.

**Section 7.** The Union shall have the right, upon written notification to the Company showing proper reasons for such action, to re-negotiate any part or all of Article I. Upon receipt of such notification by the Company, the parties to this agreement shall meet within 7 days for negotiations on this issue.

## ARTICLE II

### General Rules

**Section 1. Passes.** The Company agrees to issue passes to the Union representatives for the purpose of contacting its members aboard vessels of the Company covered by this agreement.

Representatives of the Union shall be allowed on board at any time but shall not interfere with men at work unless said men are properly relieved. (The relief gets no extra compensation.)

**Section 2. Port Committee.** For the adjustment of any grievances arising in connection with performance of this agreement which cannot be satisfactorily adjusted on board the vessel there shall be established a Port Committee at the port where articles are terminated. The Port Committee shall consist of three (3) representatives from the Union and three (3) representatives from the Company, and it shall be the duty of the Port Committee to meet within twenty-four (24) hours, Saturdays, Sundays and holidays excluded. In the event the Port Committee cannot agree they shall select an impartial arbitrator whose decision shall be final and binding. In the event the Port Committee cannot agree on the selection of an impartial arbitrator then a judge of the district Federal Court shall appoint an impartial arbitrator

whose decision shall be final and binding. Expenses of the arbitrator shall be paid by the party whom the arbitrator rules against in the decision.

**Section 3. Stoppage of Work.** There shall be no strikes, lockouts, or stoppage of work while the provisions of this agreement are in effect.

**Section 4. Emergency Duties and Drills.** Any work necessary for the safety of the vessel, passengers, crew or cargo or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time and such work shall not be considered overtime.

Whenever practicable, lifeboat and other emergency drills shall be held on weekdays, between the hours of 8 a.m. and 4:30 p.m. and on Saturdays between the hours of 8 a.m. and 12 noon. Preparation for drills, such as stretching fire hose and hoisting and swinging out boats, shall not be done prior to signal for such drills, and after drill is over all hands shall secure boat and gear. In no event shall overtime be paid for work performed with such drills.

**Section 5. Ships Chartered by Company.** This agreement is binding with respect to American Flag Freight ships chartered by the Company (if charterer furnishes crew.)

**Section 6. Safe Working Conditions.** The employer shall furnish safe working gear and equipment when in any harbor, roadstead, or port. No man shall be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section.

**Section 7. Securing Vessel for Sea.** All vessels of the Company must be safely secured before leaving the harbor limits for any voyage.

Vessels sailing in the daytime must be safely secured before leaving the harbor limits. In the event the vessel is not safely secured before reaching the harbor limits, the vessel shall proceed to a safe anchorage and be secured before proceeding to sea. Vessels sailing after dark shall be safely secured before leaving the dock or may proceed to a safe anchorage to secure vessel before proceeding to sea. When lights can be maintained on the after deck, gear and hatches may be secured on this deck enroute to anchorage.

**Section 8. Sailing Board Time.** (a) The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours the sailing time shall be posted eight (8) hours prior to scheduled sailing, if before midnight. If scheduled between midnight and 8 a.m. sailing time shall be posted not later than 5:30 p.m.

(b) All members of the unlicensed personnel shall be aboard the vessel and ready for sea at least one (1) hour before the scheduled sailing time. In the event any member of the unlicensed personnel fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original member reports after the Company has called for a replacement the man sent by the Union as such replacement shall receive two (2) days' pay, which two (2) days' pay shall be paid by the member who was late in reporting for duty.

(c) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure shall immediately be posted on the board and if such delay exceeds two (2) hours the watch below may be dismissed and shall receive two (2) hours' overtime for such reporting.

(d) In the event, after cargo is aboard or dis-

charged and ship is ready to proceed, the full complement of unlicensed personnel is not on board, no overtime shall be paid.

(e) The overtime prescribed above shall not apply when sailing is delayed on account of weather, such as rain, fog, or any other condition beyond the vessel's control.

**Section 9. Ship's Delegate.** One man in each department on each vessel shall act as delegate for such department. Such delegates are privileged to present to their superior officers, on behalf of the members in their department, facts and opinions concerning any matter wherein adjustment or improvement is thought proper.

Any matter so presented which is not adjusted satisfactorily to all concerned shall be referred to the Union officials and Company officials upon vessel's arrival in the first U.S.A. port where the Union and the Company have officials for adjustment as provided under Article II, Section 2, of this agreement.

**Section 10. Authority of Master and Obedience of Crew.** Nothing in this agreement is intended to, and shall not be construed to limit in any way the authority of the Master or other officers, or lessen the obedience of any member of the crew to any lawful order.

**Section 11. In Case Vessel Runs Aground.** In the event the vessel runs aground, this agreement shall be lived up to regardless of whether the Company or the Insurance Company is paying the wages and overtime.

**Section 12. (a) Medical Relief.** Full medical attention as required by law shall be given to all unlicensed personnel. Except where such is assumed by the U.S. Consul or the U.S. Public Health Service, medical attention shall be furnished by the Company at the expense of the Company.

(b) **Penicillin.** The Company agrees, when stocking medicine chests, to include penicillin which shall be furnished free of charge to seamen in need of same. The rules of the U.S. Public Health Service shall be observed with respect to dosage and administration.

**Section 13. Return to Port of Engagement.** In the event a ship of the Company is sold, interned, lost or laid up, the crew shall be given transportation back to the port of engagement with subsistence, room and wages, as per Article II, Section 14, of this agreement. When room and subsistence is not furnished aboard the vessel, room and meal allowance will be paid as prescribed in Article II, Section 36, until crew is furnished repatriation by train, plane or vessel.

In the event a ship of the Company is lost, the crew shall be recompensed for the loss of clothing not to exceed three hundred (\$300) dollars and to be repatriated to the port of engagement with subsistence, room and wages, as per Section 14 of this article.

**Section 14. Traveling.** Members of the Union, when transported by the Company during the course of their employment, shall be provided with first-class transportation by rail; when travel at night is involved, a lower berth shall be provided or the cash equivalent thereof, and with subsistence at the rate of \$4.25 per day in addition to their regular monthly wages. When traveling by ship is involved, men shall be provided with second-class transportation or the cash equivalent thereof.

**Section 15. War Zone.** In case any vessel of the Company traverses waters adjacent to or in the proximity of a declared or undeclared war or state of hostilities, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses, and/or insurance, shall in no way be deemed cause for the termination of this agreement.

**Section 16. Customary Duties.** Members of all departments shall perform the necessary and customary duties of that department. Each member of all departments shall perform only the recognized and customary duties of his particular rating.

**Section 17. Explosives.** On vessels carrying explosives in fifty (50) ton lots or over, as permitted by law, the Company agrees to pay each crew member of the unlicensed personnel in addition to their regular monthly wage, 10% per month of such wages while such cargo is on board the vessel or is being loaded or discharged. When the unlicensed personnel is required to work explosives, at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of \$5.00 per hour.

For the purpose of this agreement, explosives shall consist of the following items:

Black Powder	Nitro-Glycerine
Blasting Caps	T.N.T.
Detonating Caps	Poison Gases
Loaded Bombs	Loaded Shells of one pound or over, but not small arms ammunition
Dynamite	

**Section 18. Penalty Cargoes.** When members of the unlicensed personnel are required to clean holds in which penalty cargo has been carried, they shall be paid for such work in addition to their regular wages, at the rate of straight overtime for the watch on deck and overtime and one-half for the watch below.

#### IN BULK

Bones	Caustic Soda
Green Hides	Soda Ash
Manure	Creosoted Lumber

#### IN BAGS OR BULK

Bone Meal	Grease Cakes
Chloride of Lime	Saltcake
Lampblack or Carbonblack	Super Phosphate
Sulphur	Cyanide
Copra (3000 tons)	Cement
	Gasoline carried in any manner

On vessels carrying penalty cargo in bulk in lots of one thousand tons or over, unless otherwise specified, the Company agrees to pay the members of the unlicensed personnel in addition to the regular monthly wages 10% of such wages from the time the loading of the penalty cargo is started until penalty cargo is completely discharged.

When members of the unlicensed personnel are required to clean holds where lead concentrates, coal or coke, have been carried, the watch on deck shall

be paid at the regular overtime rate and the watch below shall be paid at the rate of overtime and one-half.

**Section 19. Holidays.** The Company agrees to recognize the following as holidays:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. Armistice Day
5. Lincoln's Birthday
6. Labor Day
7. Thanksgiving Day
8. Christmas Day
9. Independence Day

In the event V.E. or V.J. Days are observed as National Holidays, they shall be included in the list.

Saturday afternoons, Sundays and Holidays, while at sea shall be considered holidays for the unlicensed personnel not on watch. Men on watch shall perform only the routine duties necessary for the safe navigation of the vessel on these days.

Overtime pay shall be paid for all work performed by the unlicensed personnel on any of the nine holidays described in this agreement at sea or in port.

In the event any of the above-named holidays fall on Sunday while in port or at sea, the Monday following shall be observed as such holiday. Any day that is a recognized holiday for the longshoremen in Continental U.S. ports shall also be a recognized holiday for the crew while in that particular port.

**Section 20. Port Time.** For the purpose of applying port overtime provisions of this agreement, "port time" or the words "in port" shall be defined to mean the following:

#### Commencement of Port Time:

- (a) From the time a vessel is properly secured to a dock, buoy, or dolphins for the purpose of loading and/or discharging cargo, ballast, passengers or mail; undergoing repairs; taking on fuel, water or stores; fumigation; lay-up; awaiting orders or berth.
- (b) From the time the vessel is properly moored or anchored for the purpose of: loading and/or discharging cargo, ballast, passengers, or mail; undergoing repairs; taking on fuel, water, or stores; fumigation; lay-up; awaiting orders or berth.
- (c) Port overtime provisions shall not apply to vessels entering a port and anchoring for the sole purpose of avoiding inclement weather.
- (d) Port time shall not commence until the vessel has shifted from quarantine anchorage to a berth or other anchorage for the purposes as provided for in sub-sections (a) and (b) of this section.
- (e) Vessels lying at the same anchorage after obtaining quarantine clearance shall be considered awaiting berth and port overtime provisions shall apply except in cases where vessel cannot move due to weather conditions.
- (f) Port overtime provisions shall not apply to vessels mooring or anchoring for sole purpose of awaiting transit of canals such as the Panama Canal.
- (g) Port overtime provisions shall not apply to vessels mooring or anchoring for sole purpose of landing sick or injured persons.

However, a vessel taking on fresh fruits, vegetables, or milk while transiting the canal shall not be considered to be in port under subsection (b) of this Section.

#### Termination of Port Time:

- (h) Port time shall terminate when the first ahead or astern bell is rung the day the vessel leaves the harbor limits, however, this paragraph shall not apply in the cases where the vessel is being shifted as provided for in Article II, Section 21.

**Section 21. Shifting Ship.** After the vessels arrive in port as outlined in Article II, Section 20, any subsequent move in inland waters, bays, rivers, and sounds shall be regarded as shifting ship and overtime paid for men on duty while such moves are performed on Saturdays, Sundays and Holidays and after 5 p.m. until 8 a.m. weekdays with the following exceptions:

- Port Alfred to Montreal or vice versa.
- Port Alfred to Quebec or vice versa.
- Montreal to Quebec or vice versa.
- All moves from American ports to British-Columbia ports or vice versa.
- Norfolk to Baltimore or vice versa.
- Montevideo to Buenos Aires to Rosario or points above or vice versa.
- Boston to New York or vice versa.
- New Orleans to Baton Rouge or vice versa.

Moves from Baltimore through the Chesapeake and Delaware Canal to Wilmington, Camden, or Philadelphia or vice versa, shall be considered a move of the ship and such work after 5 p.m. and before 8 a.m. or Saturdays, Sundays, or holidays, shall be paid for at the overtime rate.

**Section 22. Standby Work.** When men are hired by the Company for standby work in port by the day and board and lodging are not furnished to them on the ship, they shall be paid at the rate of \$1.537 per hour. Their regular hours of work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. Monday through Friday. Any work performed by them outside their regular hours of work shall be paid for at the rate of \$2.30 1/2 per hour. Men hired to perform standby work shall perform any work that shall be assigned to them by their superior officer, and they shall not be subject to any working rules set forth in this agreement unless they shall be required to keep steam in the boilers or oil winches. When standby work in any particular department is to be performed, an effort shall be made to obtain men with ratings in such department if they are available and are competent to perform such work.

Any man so hired for standby work that reports when ordered shall be guaranteed not less than four hours work and shall be paid in accordance with the rates of pay outlined in this section.

**Section 23. Longshore Work by Crew.** In those ports where there are no longshoremen available, members of the crew may be required to do longshore work or drive winches for the purpose of handling cargo. For such work performed they shall be paid in addition to their regular monthly wages, one dollar and fifty-nine cents (\$1.59) per hour for their watch on deck and two dollars and thirty-eight and one-half cents (\$2.38 1/2) per hour for the watch below.

After 5 p.m. and before 8 a.m. and on Saturdays, Sundays, or holidays, the rate shall be \$3.18 per hour for all hands so engaged.

This section shall not be construed as to be applicable to any work where longshoremen are not available due to labor trouble.

**Section 24. Working Ballast.** Whenever members of the crew may be required to discharge ballast other than water ballast, out of holds or handle or discharge ballast on deck, the watch on deck shall receive their straight overtime rate for such work. The watch below shall receive time and one-half their overtime rate for such work.

Day men shall receive their straight overtime rate between the hours of 8 a.m. and 12 noon and 1 p.m. and 5 p.m. After 5 p.m. and before 8 a.m., day men shall receive time and one-half their overtime rate. If watches are broken, day men's scale applies to the entire crew. When sand ballast is washed off decks with hose, the watch on deck shall receive their straight overtime rate for such work. The watch below shall receive time and one-half their overtime rate for such work.

**Section 25. Division of Wages of Absent Members.** (a) When members of the unlicensed personnel are required to do extra work because the vessel sailed without the full complement as required by vessel's certificate, under circumstances where the law permits such sailing, the wages of the absent members shall be divided among the men who perform their work, but no overtime shall be included in such payments.

(b) At sea, when day men are switched to sea watches and promoted for the purpose of replacing men who are injured or sick they shall receive the differential in pay and overtime for watches stood on the first Saturday afternoon of standing sea watches.

(c) When men standing sea watches are promoted for the purpose of replacing men who are injured or sick, they shall receive the differential in pay only.

(d) But in no event shall any member of the unlicensed personnel work more than eight (8) hours in any one day without the payment of overtime.

**Section 26. Overtime Rate.** The overtime rate for unlicensed personnel receiving less than \$235.73 per month shall be \$1.125 per hour. All ratings receiving \$235.73 or more per month, the overtime rate shall be \$1.41 per hour.

**Section 27. Computation of Overtime.** When overtime worked is less than one (1) hour, overtime for one (1) full hour shall be paid. When overtime worked exceeds one (1) hour, the overtime work performed shall be paid for in one-half (1/2) hour periods, and fractional part of such period shall count as one-half (1/2) hour.

**Section 28. Commencement of Overtime.** Overtime shall commence at the time any employee shall be called to report for work outside of his regular schedule, provided such member reports for duty within fifteen (15) minutes. Otherwise, overtime shall commence at the actual time such employee reports for duty and such overtime shall continue until the employee is released.

**Section 29. Checking Overtime.** After authorized overtime has been worked, the senior officer of the department on board will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips for settlement of overtime. Officers and men shall keep a record of all disputed overtime. No claim for overtime shall be valid unless such claim is presented to the head of the department within seventy-two (72) hours after completion of the work. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

**Section 30. Continuous Overtime.** When working overtime and crew is knocked off for two (2) hours or less, the overtime shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause.

**Section 31. Payment of Overtime.** All money due for crew overtime shall be paid at the signing off. In the event payment of overtime is delayed by the Company beyond twenty-four (24) hours after signing off articles, additional compensation shall be paid at the rate of \$10.00 a day for each calendar day or fraction thereof aforesaid payment of overtime wages is delayed. This shall not include disputed overtime being settled between the Union Representatives and the Company.

**Section 32. Rest Periods.** When members of the Unlicensed Deck and Engine Personnel are required to turn to on overtime between midnight and 8 A.M., they shall be entitled to a rest period of one hour for each hour worked between midnight and 8 A.M., such rest periods to start at 8 A.M. the same day if ship is under port working rules and sea watches have not been set. Such rest periods shall be in addition to cash overtime allowed for such work. If rest period is not given, men shall be entitled to additional overtime at the regular overtime rate, in lieu thereof. This section shall not apply to men turning to on overtime at 6 A.M. or after.

**Section 33. Work Performed by Other Than Members of the Unlicensed Personnel.** Any work performed by cadets, workaways, passengers, prisoners of war, staff officers, or any member of the crew other than the unlicensed personnel that is routine work of the unlicensed personnel, shall be paid for at the regular overtime rate. Such payment to be divided among the unlicensed personnel ordinarily required to perform such work.

**Section 34. Carrying of Cadets, etc. in Lieu of Crew.** No Cadets, workaways, or passengers shall be carried in lieu of the crew.

**Section 35. Launch Service.** When a ship is anchored or tied up to a buoy for eight (8) hours or over, for the purposes outlined in Article II, Section 20, each member of the unlicensed personnel while on his watch blow shall be allowed one round trip to shore at the Company's expense every 24 hours.

In Port where regular boat service is not available, members of the crew may make their own arrangements for transportation and the company agrees to reimburse either the crew member or the owner of the boat up to \$2.00 per round trip per man carried once each 24 hours.

**Section 36. Room and Meal Allowance.** When board is not furnished unlicensed members of the crew, they shall receive a meal allowance of \$1.05 for

breakfast, \$1.05 for dinner and \$1.05 for supper. When men are required to sleep ashore, they shall be allowed \$3.00 per night. Application by the Union to open negotiations for increased meal and lodging allowances due to increased living costs at any period during the life of this agreement, such application shall not be deemed cause for termination of this agreement.

**Section 37. Meal Hours—Relieving For Meals.** The meal hours for the unlicensed personnel employed in the Deck and Engine Departments shall be as follows:

Breakfast	7:30 a.m. to 8:30 a.m.
Dinner	11:30 a.m. to 12:30 p.m.
Supper	5:00 p.m. to 6:00 p.m.

(a) At sea the 4 to 8 watch shall relieve itself for supper.

(b) The 12 to 4 watch on sailing day is to be knocked off at 11 a.m. in order to eat at 11:30 a.m. and to be ready to go on watch at 12 noon.

(c) These hours may be varied, but such variation shall not exceed one hour either way, provided that one unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. When watches are broken, if one unbroken hour is not given, the man involved shall receive one (1) hour's overtime in lieu thereof. This penalty hour shall be in addition to the actual overtime worked during the meal hours.

(d) When crew is called to work overtime before breakfast and work continues after 7:30 a.m. a full hour shall be allowed for breakfast, and if breakfast is not served by 8 a.m. overtime shall continue straight through until breakfast is served.

(e) If one unbroken hour is not given, the men involved shall receive one hour's overtime in lieu thereof.

(f) When the watch below or men off duty are working on overtime at sea or in port, they shall be allowed one unbroken meal hour. If one unbroken meal hour is not given, the men involved shall receive one hour's overtime in lieu thereof. This penalty hour shall be in addition to the actual overtime worked during the meal hour. The provisions in this section shall be applicable at all times at sea or in port to men on day work.

**Section 38. Fresh Provisions.** Adequate supply of fruit juices shall be provided for the unlicensed personnel. Fresh milk, fruit and vegetables will be furnished at every port touched where available, and if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all U.S. Ports when available.

**Section 39. Midnight Lunch.** If crew works continuous overtime until midnight, men shall be provided with hot lunch at midnight, one hour to be allowed for such meal, if the work continues. If this full hour is not allowed, an additional hour overtime shall be paid. If the crew works as late as 9 p.m., coffee and lunch shall be provided. Fifteen minutes shall be allowed and be included in overtime if work continues. If crew works as late as 3 a.m., coffee and lunch shall be provided. If crew works as late as 6 a.m., coffee shall be provided. Fifteen minutes shall be allowed and be included in overtime if work continues.

**Section 40. Coffee Time.** (a) All hands shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m., or at a convenient time near those hours.

(b) When crew is called to work overtime, coffee shall be made by the watch or watchman and be ready at the time of calling, and allowed during fifteen minutes of readiness period.

**Section 41. Crew Equipment.** The following items shall be supplied the unlicensed personnel employed on board the vessels of the Company:

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, one spread, one white pillow slip, which shall be changed weekly, except that in the tropics pillow slips shall be changed twice weekly.
3. One face towel and one bath towel which shall be changed twice weekly.
4. One cake of Lux, Lifebuoy, or Palmolive soap with each towel change.
5. One box of matches each day.
6. Suitable mattresses and pillows shall be furnished but hair straw or excelsior shall not be suitable.
7. All dishes provided for the use of the unlicensed personnel shall be of crockery.
8. One cake of laundry soap, one cake of lava soap, one box of washing powder weekly.
9. Sanitubes shall be available for the unlicensed personnel at all times.
10. Cots shall be supplied to the crew while in the tropics, except on the new type passenger vessels.

Any member wilfully damaging or destroying linen shall be held accountable for same. When linen is not issued, men shall receive \$2.00 each week for washing their own linen. Crew shall turn in soiled linen before receiving new issue of linen.

**Section 42. Uniforms.** In the event a man is required to wear a uniform, other than provided for in Article V, Section 24, he shall furnish his own uniform and shall be paid an additional \$12.50 per month for same.

**Section 43. Mess Room.** Each vessel shall be furnished with a messroom for the accommodation of the crew, such messroom or messrooms to be in each case so constructed as to afford sitting room for all and to be so situated as to afford full protection from the weather and from heat and odors arising from the vessel's engine room, fireroom, hold and toilet.

**Section 44. Electric Refrigerator.** An electric refrigerator shall be furnished for the use of unlicensed crew on each vessel. The location of this refrigerator shall be as may be determined by the Company. Should the refrigerator break down or go out of commission it is understood and agreed that the Company will not be expected to make repairs until the vessel arrives in a port where the manufacturer has a service representative available.

**Section 45. Crew's Quarters.** All quarters assigned for the use of the unlicensed personnel are to be kept

free from vermin insofar as possible. This is to be accomplished through the use of extermination facilities provided by the Company, or fumigating the quarters every six months with gas.

Room allowance as provided in Section 36 shall be allowed when vessel is in port and:

1. Heat is not furnished in cold weather.
2. When hot water is not available in crew's washrooms for a period of twelve (12) or more consecutive hours.
3. When the crew's quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished aboard.
4. At all times when vessel is on drydock overnight.
5. When linen is not issued upon man's request prior to 6 p.m. on the day the seaman joins the vessel.
6. When vessel is being fumigated and not cleared before 9 p.m. Men standing midnight to 8 a.m. watch shall be entitled to room allowance in any event.

**Section 46. Ventilation.** All quarters assigned to the unlicensed personnel and all messrooms provided for their use shall be adequately screened and ventilated and a sufficient number of fans to secure ventilation shall be provided.

**Section 47. Washrooms.** Adequate washrooms and lavatories shall be made available for the unlicensed personnel of each division, washrooms to be equipped with a sufficient number of shower baths which shall be adequately equipped with hot and cold fresh water.

**Section 48. Lockers.** A sufficient number of lockers shall be provided so that each employee shall have one locker of full length whenever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

**Section 49. Copies of Agreements to be Furnished.** Copies of this agreement shall be furnished to the Master, Chief Engineer and Chief Steward, who in turn shall supply each departmental delegate with a copy at the commencement of each voyage.

**Section 50. Jury Toilets.** When and wherever necessary for sanitary reason, jury toilets shall be rigged on the poop-deck.

**Section 51. Money Draws in Foreign Ports.** Monies tendered for draws in foreign ports shall be in U.S. Currency, or equivalent at official rate of exchange where the issuance of U.S. Currency conflicts with existing laws.

**Section 52. Calendar Day.** For the purpose of this agreement, the calendar day shall be from midnight to midnight.

**Section 53. Manning Scale.** It is agreed and understood that the present manning scale carried on the Company's vessels shall not be changed unless such changes are mutually agreed to by both the Union and the Company. It is agreed that this section applies to the Deck and Engine Departments. The Stewards Department will be manned for the life of this contract in accordance with manning scales in Article V. This section also does not apply to ships that are not on articles, or to ratings that might be carried for a particular purpose, as for example: Reefer Engineers, etc.

**Section 54. Vacation.** For the first year of continuous service on the vessels of the Company, commencing July 31, 1947, every unlicensed member of the crew shall receive a vacation of seven (7) consecutive days with full pay, and each subsequent year of continuous service a vacation of fourteen (14) consecutive days with full pay.

Such vacation shall be cumulative to the extent mutually agreed upon and shall be allowed at such time as may be convenient to the operating necessities of the service. No cash allowance in lieu of vacations shall be made.

If, after six months of continuous service, employment is terminated through no fault of the employee, he shall be entitled to such vacation as has been accrued on the basis of one-twelfth of the annual period per month. Continuous service shall not be deemed to be broken by leaves of absence on account of illness, accident, vacations, lay-offs for lack of work or leaves of absence granted in writing for valid reasons from the service of the Company, provided, however, that no vacation shall accrue during such periods of absence.

If employment is terminated for any reason within less than six months continuous service, no vacation time will be allowed.

**Section 55. Transportation and Paying Off Procedure.**

1. (a) Vessels in the Bauxite trade or on foreign voyages shall be signed on for one voyage only for a term of time not exceeding nine (9) calendar months. Vessels in the Far East trade shall be signed on as herein stated except the term of time may be twelve (12) calendar months.

(b) It is also agreed that the articles shall terminate at the final port of discharge in the Continental United States of America. If the final port of discharge is located in an area other than the area in the Continental United States in which is located the port of engagement, first-class transportation shall be provided to those men only who leave the vessel, plus wages and subsistence to port of engagement in Continental United States, or at the seamen's option, cash equivalent of the actual cost of first-class rail transportation shall be paid.

If the vessel departs from the final port of discharge to return to the area wherein is located the port of engagement within ten (10) days after arrival, the above shall not apply.

For the purpose of this Section, the Continental United States shall be divided into four areas—the Pacific Coast area, the Atlantic Coast area North of Cape Hatteras, the Atlantic Coast area South of Cape Hatteras, and the Gulf Coast area.

It is further agreed that in the event a ship returns light or in ballast to the Continental United States, articles shall terminate at first port of arrival in accordance with voyage description set forth in the articles, except that when the arrival at the first port is for the purpose of securing additional bunkers, stores, or making emergency repairs of not more than seven (7) days duration, articles shall continue until the vessel can proceed to another Continental United States port.

It is further agreed that if within thirty (30) days

of signing clear of the articles a seaman who accepted first-class railroad transportation in cash, presents himself in the Company's or Agent's office at the port of engagement, he shall be paid an amount equal to wages and subsistence for the number of days ordinarily required to travel from port of signing off back to the port of engagement.

2. (a) Vessels making a voyage, or voyages to Bermuda, Mexico, West Indies, including Cuba, Canada, Newfoundland and/or coastwise in any order, either direct or via ports, shall be signed on for one or more continuous voyages on the above described route or any part thereof and back to a final port of discharge on the Atlantic or Gulf Coast of the Continental United States for a term of time not exceeding six (6) calendar months.

(b) When a vessel is on Domestic articles or Harbor payroll prior to proceeding on a Foreign voyage, a member of the Unlicensed Personnel shall not be entitled to transportation to the port of engagement if he fails to make the Foreign voyage, unless the Company terminates his employment through no fault of his own.

(c) If the port where the articles are finally terminated is located in an area other than the area in the Continental United States in which is located the port of engagement, first-class transportation shall be provided to those men only who leave the vessel, plus wages and subsistence to port of engagement in Continental United States, or at seaman's option, cash equivalent of the actual cost of first-class rail transportation shall be paid.

If the vessel departs from the final port of discharge to return to the area wherein is located the port of engagement within ten (10) days after arrival, the above shall not apply.

For the purpose of this Section, the Continental United States shall be divided into four areas, the Pacific Coast area, the Atlantic Coast area North of Cape Hatteras, the Atlantic Coast area South of Cape Hatteras, and the Gulf Coast area.

It is further agreed that if within thirty (30) days of signing clear of the articles, a seaman who accepted first-class railroad transportation in cash, presents himself in the Company's or Agent's office at the port of engagement, he shall be paid an amount equal to wages and subsistence for the number of days ordinarily required to travel from port of signing off back to the port of engagement.

It is also agreed that the transportation provisions contained herein shall not apply until the articles are finally terminated.

Any member of the unlicensed personnel will be allowed to pay off the vessel in any port in Continental United States or Puerto Rico upon twenty-four (24) hours' notice to the Master, prior to the scheduled sailing of the vessel. In like manner, the Master shall be allowed to discharge any member of the unlicensed personnel upon twenty-four (24) hours notice. If the seaman exercises his rights to be paid off, as provided for in this paragraph, transportation provisions shall not be applicable. If the Master exercises his right to discharge a seaman as provided for in this paragraph, transportation provisions shall be applicable. However, a member may be discharged in Puerto Rico for just cause and shall not be entitled to transportation. Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

(d) On GAA vessels when a seaman accepts the cash equivalent of first-class railroad transportation, the railroad tax shall not be included. Operations Regulations 55 and 72 of the W.S.A. shall apply on GAA vessels.

## ARTICLE III Deck Department

### WAGES

**Section 1. Wages.** Effective August 17, 1948, the monthly rates of pay of Unlicensed Personnel in the Deck Department when the respective ratings are carried shall be as follows:

Rating	Monthly Rate Of Pay
Bosun .....	\$285.44
*Carpenter .....	255.04
A.B. Maintenance .....	234.34
Quartermaster .....	222.51
Able Seaman .....	222.51
Ordinary Seaman .....	189.97

\*When the Carpenter is required to furnish his own tools, he shall be paid \$7.50 per month in addition to his basic wage per month.

**Section 2. Setting Watches.** Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon watches shall be set when all lines are on board and vessel is all clear of the dock.

**Section 3. Breaking Watches and Work in Port.** (a) In all ports watches shall be broken except in those ports where stay of vessel will not exceed twenty-four (24) hours, then watches shall run consecutively. Any work performed on watch below shall be overtime. Any part of a watch from midnight until 8 a.m. on day of arrival shall constitute a complete watch. This shall not apply to men required for gangway watch. When such arrival occurs on Sunday, overtime shall only be paid for hours actually worked on such watch.

(b) In port when sea watches are broken, the hours of labor shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Any work outside of these hours or on Saturdays, Sundays and holidays shall be paid for at the regular overtime rate for the respective ratings.

(c) In all ports when watches are broken a gangway watch shall be maintained at all times. A sailor shall be assigned to maintain this watch and eight (8) hours shall constitute a watch. No overtime shall be paid for these watches on weekdays between the hours of 5 p.m. and 8 a.m. Overtime shall be paid

for watches stood from midnight to midnight on Saturdays, Sundays and holidays.

Sailors standing gangway watches shall not be required to care for cargo lights without payment of overtime. Sailors standing gangway watches shall not be required to do any other work except raise or lower gangway, tend gangway lights, and man ropes.

(d) In port all work on Saturdays, Sundays and holidays shall be paid for at the regular overtime rate.

#### Section 4. Work at Sea. Men Standing Sea Watches.

(a) Men standing sea watches shall be paid overtime for Sunday and holiday watches and for all work in excess of eight (8) hours between midnight and midnight each day. No work except for the safe navigation of the vessel is to be done after 5 p.m. and before 8 a.m. and on Saturday afternoons, without payment of overtime.

(b) Sanitary work shall be done on weekdays between 6 a.m. and 8 a.m. without the payment of overtime. Sanitary work in this section shall mean cleaning the wheelhouse, chart room, cleaning windows and mopping out wheelhouse.

(c) If a man standing regular watch at sea on Sundays or holidays for which he receives overtime is required to do work other than routine work for the safe navigation of the vessel, cleaning quarters as outlined in Article III, Section 17, and docking or undocking as outlined in Article III, Section 16, he shall be paid overtime in addition to the overtime that he receives for standing the regular sea watch on Sundays or holidays.

(d) If a man standing sea watches on Sunday is required to do longshore work, tank cleaning or handling explosives during his watch, he shall not receive the regular overtime but he shall be paid the overtime rate as specified in this agreement for that type of work in lieu of the regular overtime rate.

**Section 5. Division of Watches.** (a) The sailors while at sea shall be divided into three watches which shall be kept on duty successively for the performance of ordinary work incident to the sailing and maintenance of the vessel.

(b) Not less than three seamen shall constitute a complete sea watch at all times. When any of these three ratings are missing and the watch is not complete, the wages equivalent to the rating that is missing from the watch shall be paid to the other member or members making up the remainder of the watch.

(c) When the watch below is called out to work they shall be paid overtime for work performed during their watch below, except for such work as defined in Article II, Section 4.

**Section 6. Day Workers.** (a) The following ratings shall be classified as day workers: Boatswain, Carpenter, Storekeeper, AB Maintenance.

(b) The working hours at sea for all men classified as day workers shall be from 8 a.m. to 12 noon, and 1 p.m. to 5 p.m. Monday through Friday, and 8 a.m. to 12 noon, Saturday. Any work performed by day men outside of these hours shall be paid for at their regular overtime rate, except for such work as defined in Article II, Section 4.

(c) Working hours in port for all men classified as day workers shall be from 8 a.m. to 12 noon, and 1 p.m. to 5 p.m. Monday through Friday. Any work outside of these hours or on Saturdays, Sundays and holidays to be paid for at their regular overtime rate.

**Section 7. Relieving Helmsman.** No mate shall relieve the helmsman except in an emergency. Sougeeing, chipping, painting, etc., shall not be considered an emergency.

**Section 8. Unsafe Working Conditions.** Working in holds into which cargo is being loaded or discharged shall be considered unsafe working conditions. (Men working or watching cargo shall not be included in this clause.)

**Section 9. Securing Cargo.** (a) If cargo is not properly secured before going to sea and the watch below is required to secure such cargo, they shall be paid at the rate of overtime and one-half for such work performed. If the watch on deck is required to perform such work they shall be paid at the overtime rate.

(b) Routine tightening up of cargo lashings and relashings of cargo which has come adrift shall not constitute overtime.

**Section 10. Call Back for Shifting Ship.** When vessel is in port and watches are broken and men are called back to work after 6 p.m. and before 8 a.m. or on Saturdays, Sundays, or holidays for the purpose of shifting ship in inland waters, a minimum of two (2) hours overtime shall be paid for each call, except when men are knocked off for a period of one (1) hour or less, in which case time shall be continuous.

**Section 11. Using Paint Spray Guns.** When members of the crew are required to use paint spray guns they shall be paid at the regular overtime rate during straight time hours and at the rate of time and one-half the overtime rate during overtime hours.

**Section 12. Division of Overtime.** All overtime shall be divided as equally as possible among the members of the deck crew. In any event the Boatswain shall be allowed to make as many hours overtime as the high man's overtime hours in the Deck Department, except where such overtime has been paid for routine sea watches.

If the Boatswain is required to work with and supervise the watch on deck on Sundays or holidays at sea for which the watch on deck receives additional overtime, he shall receive the same amount of overtime per hour as paid to a member of the watch on deck, in lieu of his regular overtime rate.

When the Boatswain is working alone, or with men on watch below only, on Sundays or holidays, he shall receive the regular overtime rate prescribed.

**Section 13. Cleaning Bilges and Deck.** (a) When members of the Deck Department are required to clean bilges or clean roseboxes wherein the residue of grain or organic fertilizer is present, the watch on deck shall be paid at the regular overtime rate, and the watch below shall be paid at the rate of overtime and one-half. This is also to apply to bilges and decks that have been flooded with fuel oil.

(b) When members of the crew are required to enter bilges that have contained animal, vegetable,

petroleum oil or creosotes including bunkers or molasses, for the purpose of cleaning or making repairs therein, the watch on deck during straight time hours shall be paid at the rate of \$1.59 per hour.

**Section 14. Additional Work.** (a) In all ports, members of the Deck Department may be required to chip, sougee, scale, prime and paint the vessel over sides.

(b) Overtime shall be paid when sailors are required, either in port or at sea, to chip, sougee, scale, prime or paint galley, pantry, saloon, living quarters, forecables, lavatories and washrooms which are not used by the unlicensed Deck Department. This shall also apply to all enclosed passageways with doors or bulkheads at both ends.

**Section 15. Going Ashore to Take Lines.** The practice of putting sailors ashore on dock to handle lines when docking or undocking is to be avoided as far as possible. If, however, no other means for handling lines is available and sailors are put on the dock to catch the lines or to let them go, the sailors actually going on the dock are to receive \$1.00 each in each case. This is to be in addition to overtime, if they are working on overtime at that particular moment.

**Section 16. Docking and Undocking.** The watch on deck shall receive overtime for breaking out or stowing away mooring lines, docking or undocking after 5 p.m. and before 8 a.m., and on Saturday afternoons. All hands, when available, shall be used to perform this work.

**Section 17. Cleaning Quarters.** One Ordinary Seaman on duty shall be assigned to clean quarters and toilets of the unlicensed personnel of the Deck Department. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 noon daily.

**Section 18. Handling Hatches.** (a) When the sailors are used to remove hatches, strong backs, and tank tops for the purpose of loading or unloading cargo, or to cover up hatches when cargo is in the vessels, they shall receive overtime as per Article II, Section 23, of the General Rules of this agreement.

(b) No overtime to be paid to day men and watch on deck between the hours of 8 a.m. and 5 p.m. for covering up when no cargo is in the ship or taking off hatches for any purpose other than actual cargo operations.

(c) This section shall not be interpreted to mean that the Deck Department shall do this work, where it conflicts with the longshoremen and the longshoremen have contracts that they shall do this.

**Section 19. Cleaning Steering Engine.** When sailors are required to clean steering engine or steering engine bed, they shall be paid overtime for such work performed. However, sailors may be required to clean steering engine room and grease tiller chains in their watch on deck during straight time hours without the payment of overtime.

**Section 20. Ships Stores.** (a) Sailors may be required to handle deck stores both on the dock and on board ship during their regular hours without payment of overtime. Regular hours are defined to mean 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. Monday through Friday.

(b) When sailors are required to handle Stewards or Engine Room stores, both on dock and aboard the ship, they shall be paid overtime at the regular overtime rates during straight time hours and at the rate of time and one-half the overtime rate during overtime hours.

(c) Daily supplies of fresh provisions such as milk, bread and vegetables shall be brought aboard by sailors when required to do so without payment of overtime.

(d) Ship's officers shall determine the number of sailors to be used in handling ship's stores.

(e) The Company reserves the right at any time to use shoregangs to handle ship's stores.

**Section 21. Topping or Lowering Booms.** (a) When all hatches are to be rigged or unrigged, all hands available are to be used in topping or lowering booms. If the booms of only one hatch are to be topped or lowered, not less than two full watches are to be used.

(b) The watch on deck may stretch guys, topping lifts and generally make ready cargo gear for topping booms.

(c) When booms are lowered and properly secured, the watch on deck may clear the deck and secure guys.

(d) The watch on deck shall perform this work without the payment of overtime during straight time hours.

(e) All hands shall be used for docking and undocking the vessel at all times.

(f) When members of the Deck Crew are required to spot booms for longshoremen, they shall be compensated at the longshore rate as contained in Section 23, Article II.

**Section 22. Handling Mail or Baggage.** When sailors are required to handle mail or baggage, they shall receive the overtime rate provided in Article II, Section 23, of this agreement.

**Section 23. Boatswain or Carpenter Standing Watch.** (a) If the Boatswain or Carpenter are required to stand watch due to shortage of men, such watches stood between the hours of 5 p.m. and 8 a.m. and all watches stood between the hours of 12 noon Saturday and 8 a.m. Monday and from midnight to midnight on holidays shall be paid for at the regular overtime rate. However, all watches stood shall be in addition to their regular duties as boatswain or carpenter. In such cases there shall be no division of wages.

(b) AB Maintenance may be required to replace any unlicensed member of the Deck Department when said member is sick or missing without payment of overtime, except on first Saturday afternoon of standing sea watch.

**Section 24. Carpenter's Work.** (a) Carpenters shall paint, chip, or clean the windlass and sound bilges, fresh water and ballast tanks. Such soundings shall be taken daily. They shall shore-up cargo, and do customary carpenter's work aboard the vessel.

(b) Carpenters shall be required to stand by the windlass when mooring or unmooring or anchoring or when necessary.

(c) 1. The Boatswain shall stand by the windlass and shall take soundings when no carpenter is carried.

2. An AB Seaman may be required to relieve the Boatswain at the windlass during the Boatswain's regular working hours.

(d) When soundings are taken after 5 p.m. and before 8 a.m. Saturday afternoon, Sundays, and holidays, overtime shall be paid for such work performed.

(e) Only members of the unlicensed deck personnel shall be required to take soundings in the absence of Boatswain and Carpenter, except in an emergency. When this work is done after 5 p.m. and before 8 a.m. and on Saturday afternoons, Sundays or holidays, overtime shall be paid at the regular overtime rate.

(f) When members of the Deck Department are required to do carpenter work they shall be paid at the rate of \$1.06 per hour for watch on deck and \$1.59 per hour for watch below. Driving wedges, chipping, painting or cleaning windlass shall not be considered carpenter work on ships that do not carry a ship's carpenter.

**Section 25. Cleanliness of Quarters.** The unlicensed personnel of the Deck Department shall keep their respective living quarters clean and tidy at all times, however, this shall not be construed to mean the daily cleaning by the ordinary seaman each morning.

**Section 26. Dumping Garbage.** When members of the Deck Department are required to handle garbage by hand or shovel, the watch on deck shall be paid at the regular overtime rate, and the watch below shall be paid at the rate of overtime and one-half.

**Section 27. Sea Watches in Port.** When sea watches have been set or have not been broken, all members of each respective watch shall be on duty and shall be paid overtime on Saturdays, Sundays and holidays.

**Section 28. Chain Locker.** Able Seamen only shall be sent into the Chain Locker to stow chain. In the event the Chain Locker is located lower than one deck below the windlass, a suitable signaling system must be installed. System to consist of two way bell or buzzer or voice tube. This shall only apply when men are sent in the Chain Locker for the purpose of stowing chain.

**Section 29. Removing Soot from Smoke Stack.** When members of the Deck Department are required to remove soot accumulated inside of the smoke stack, they shall receive overtime during regular working hours and time and one-half during overtime hours.

**Section 30. Tank Cleaning.** (a) When members of the crew are required to enter any tank in which water is regularly carried for the purpose of cleaning or making repairs therein they shall be paid straight overtime for straight time hours for such work; for such work between the hours of 5 p.m. and 8 a.m. or on Saturdays, Sundays or holidays, overtime and one-half shall be paid.

(b) When members of the crew are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes including bunkers or molasses, including use of Butterworth System for the purpose of cleaning or making repairs therein, the watch on deck during straight time hours shall be paid at the rate of \$1.59 per hour. On Saturdays, Sundays and Holidays or between the hours of 5 p.m. and 8 a.m. the rate for such work shall be \$3.18 per hour. Three hours overtime at the rate of \$1.59 per hour shall be paid for this work in addition to the overtime actually worked, however, this three hours' overtime shall be paid only once when tanks are being cleaned on consecutive working days.

**Section 31. Laying Dunnage for Cargo.** When the crew are required to actually lay dunnage in preparation for cargo, they shall be paid at the regular overtime rate for the watch on deck and overtime and one-half for the watch below. This does not mean handling of dunnage in order to clean holds or stacking dunnage or removing dunnage from holds, but only refers to actual flooring off with dunnage for cargo. When crew is required to install grain fittings or otherwise prepare holds for grain cargo, except as outlined above, they shall be paid at the overtime rate for such work performed.

**Section 32. Tending Livestock.** When livestock is carried, the sailors may be required to feed and clean up and otherwise tend the livestock. During straight time hours they shall receive the regular overtime rate and overtime and a half during overtime hours.

## ARTICLE IV Engine Department

### WAGES

**Section 1. Wages.** Effective August 17, 1948, the monthly rates of pay of unlicensed personnel in the Engine Department when respective ratings are carried shall be as follows:

Rating	Monthly Rate Of Pay
Chief Electrician .....	\$360.93
2nd Electrician .....	321.22
Unlicensed Jr. Eng.—Day .....	284.62
Unlicensed Jr. Eng.—Watch .....	255.04
Plumber-Machinist .....	292.90
Deck Engineer .....	255.04
Engine Utility .....	255.04
Evaporator Maintenance .....	237.29
Oiler .....	222.51
Oiler-Diesel .....	243.51
Watertender .....	222.51
Fireman Water (FM-WT) .....	222.51
Fireman .....	210.68
Wiper .....	219.55
Ref. Eng. (when only 1 carried) .....	331.35
Ref. Eng. (when 3 carried)	
Chief .....	331.35
First Assistant .....	293.49
Second Assistant .....	271.01

**Section 2. Arrivals and Departures — Saturdays.** Upon vessel's arrival in port, as defined in port time clause, Article II, Section 20, overtime shall begin

when "finished with engines" bell is rung. Upon vessel's departure for sea, overtime shall be paid up until first "ahead" or "astern" bell is rung.

**Section 3. Setting Watches.** Sea watches shall be set not later than noon on the day of departure, except when vessel sails before noon, in which event sea watches shall be set not later than one hour before scheduled departure.

Sea watches for men standing "donkey watches" shall be set at midnight prior to scheduled sailing time.

**Section 4. Breaking Watches.** When a vessel is in port as defined in port time clause, Article II, Section 20, and is scheduled to remain in port twenty-four hours or longer, sea watches shall be broken. When scheduled stay of vessel is less than twenty-four hours, sea watches shall be maintained. If sea watches are to be broken, they shall be broken when "finished with engine" bell is rung. Sea watches for men who are to stand "donkey watches" shall be broken at midnight on day of arrival where stay of vessel is to exceed twenty-four hours.

Any part of a watch from midnight until 8 a.m. on day of arrival shall constitute a complete watch. This shall not apply to men who are to stand donkey watch. When such arrival occurs on Sunday or holidays, overtime shall only be paid for hours actually worked on such watch.

**Section 5. Using Spray Guns.** When members of the crew are required to use spray guns they shall be paid at the straight overtime rate during straight time hours, and at the rate of time and one-half the overtime rate during overtime hours.

**Section 6. Tank Cleaning.** (a) When members of the crew are required to enter any tank in which water is regularly carried for the purpose of cleaning or making repairs therein, they shall be paid straight overtime for straight time hours for such work. For such work between the hours of 5 p.m. and 8 a.m. or on Saturdays, Sundays, or holidays, overtime and one-half shall be paid.

(b) When members of the crew are required to enter tanks or bilges that have contained animal, vegetable, petroleum oil or creosotes including bunkers or molasses, including use of Butterworth System for the purpose of cleaning or making repairs therein, the watch on duty during straight time hours shall be paid at the rate of \$1.59 per hour.

(c) On Saturdays, Sundays, and holidays or between the hours of 5 p.m. and 8 a.m. the rate for such work shall be \$3.18 per hour. Three hours overtime at the rate of \$1.59 per hour shall be paid for this work in addition to the overtime actually worked, however, this three hours overtime shall be paid only once when tanks are being cleaned on consecutive working days.

**Section 7. Work Out of Engine Spaces.** No member of the Engine Department Personnel other than the Deck Engineers, Engine Utility, Storekeeper, Unlicensed Junior Engineers, Electrician, Wipers, Plumbers, and Machinists, shall be required to work outside the engine spaces without the payment of overtime. Engine spaces to consist of fireroom, engine room, and ice machine room. For the purpose of routine watch duties the engine spaces shall consist of fireroom, engine room, ice machine room, steering engine room, and shaft alley.

**Section 8. Supper Relief.** (a) At sea the four to eight watch shall relieve itself for supper.

(b) In port the man detailed to oil winches shall relieve the fireroom watch for supper when cargo is being worked, except when two or more men are standing fireroom and/or engine room donkey watches together.

**Section 9. Work on Sundays or Holidays at Sea.** (a) If a man standing regular watch at sea on Sundays or holidays for which he receives overtime is required to do work other than routine work for the safe navigation of the vessel, he shall be paid for such work at the regular overtime rate in addition to the overtime received for standing the Sunday or holiday watch.

(b) If a man standing sea watches on Sundays or holidays is actually required to do longshore work, tank cleaning, or handling explosives during his watch he shall not receive the regular overtime but shall be paid at the overtime rate as specified in this agreement for that type of work in lieu of the regular overtime rate.

**Section 10. Equalization of Overtime.** Overtime for men of same ratings shall be equalized as near as possible.

**Section 11. Refrigerating Engineers.** (a) While refrigerating plant is being operated at sea, refrigerating engineers shall be assigned to watches of four hours on and eight hours off.

(b) When refrigerating plant is required to be operated continuously in ports, refrigerating engineer may be required to stand donkey watch of eight hours on and sixteen hours off without overtime, except on Saturdays, Sundays, and holidays.

(c) When refrigerating plant is not being operated and no refrigeration cargo is on board, they shall be assigned to day work and their hours shall then be the same as those for day workers as defined in Article IV, Section 33.

(d) Refrigerating Engineers may be required to supervise the stowing of reefer cargo. In any event, while reefer cargo is being worked between the hours of 5 p.m. and 8 a.m. or on Saturdays, Sundays or Holidays, the reefer engineer actually engaged in supervising the stowage of reefer cargo shall be paid overtime.

(e) At sea while on watches, no overhauling work, breaking calcium, shifting or moving CO 2 bottles shall be done between the hours of 5 p.m. and 8 a.m. or on Saturday afternoons, Sundays or holidays, without the payment of overtime. In case of emergency such as excessive gas leakage or loss of brine, the refrigerating engineer on watch shall correct this condition as part of his regular duties without payment of overtime.

(f) While on watch duty, refrigerating engineer shall be required to leave safe working conditions, keeping the spaces around the ice machines and their auxiliaries clean of oil, water, and refuse accumulated during his watch, but he shall not be required to do

any painting, cleaning paint, chipping, scaling, or shining bright work. They shall maintain and operate all refrigeration and air-conditioning machinery, including taking temperatures at refrigeration machinery, fan rooms, and boxes.

(g) When on Day Work refrigerating engineers shall work under the direction of the Chief Engineer or licensed engineer in charge of refrigerating plant. Their duties shall consist of overhauling and repair work necessary in connection with the upkeep and maintenance of refrigerating machinery, its auxiliaries, and equipment. They shall not be required to paint, sougee, chip, scale, shine bright work, or do cleaning work unless overtime is allowed for such work.

(h) Recognizing that there may be extended period when no refrigerating cargo will be on board the vessel and the refrigerating plant will be shut down, the following is provided:

When the refrigerating machinery has been shut down and secured, the refrigerating engineers, at the discretion of the Chief Engineer, may be assigned to day work in the engine room in accordance with the working rules for oilers on day work.

(i) At no time shall they pull or shift ice.

**Section 12. Electricians.** (a) The Chief Electrician shall be responsible to and take orders from the Chief Engineer, or, in absence of the Chief Engineer, he shall take orders from the Senior Engineer aboard; all Assistant Electricians to be directly responsible to the Chief Electrician. In the absence of the Chief Electrician, the Assistant Electrician to take orders from the Senior Engineer aboard. In the case of Watch Electricians, Assistant Electricians to be responsible to the Senior Watch Engineer.

(b) They shall do no work other than electrical work and shall not be required to work on steam or diesel end of any machinery.

(c) When cargo is being worked with electrical winches after 5 p.m. and before 8 a.m., or on Saturdays, Sundays and holidays, overtime shall be paid to electricians on duty, and they shall be required to do any work necessary to keep electrical cargo handling machinery in operation.

(d) When Electricians are required to install any new or additional equipment, it shall be classified as overtime work and shall be paid for at the overtime rate. This shall not apply, however, to renewals or replacements, or repairs to worn-out equipment.

(e) They may be required to do any and all running or breakdown, repairs to electrical equipment only.

(f) Refusal to do electrical work which would subject him to electrocution will not be considered refusal of duty.

(g) On ships where less than three electricians are carried, the electricians shall be classified as day workers at sea and in port.

(h) He will not be required to reline brakes on electric winches or anchor windlasses or capstan.

(i) It shall be the responsibility of the Chief Electrician to keep an inventory of all supplies and equipment on hand and he shall make requisitions for all needed electrical supplies and tools, subject to approval of the Chief Engineer. Taking voyage inventories, however, shall be confined to straight time hours.

(j) When three electricians are carried, they shall be put on regular sea watch at sea of four hours on and eight hours off for the performance of their duties. In port, the electricians shall be classified as day workers.

**Section 13. Plumber-Machinist.** (a) All Plumber-Machinists shall be directly responsible to the Chief Engineer or First Assistant Engineer, or in their absence, to the engineer in charge.

(b) The regular hours of work at sea shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. weekdays and 8 a.m. to 12 noon Saturdays. Work performed outside of these hours and on holidays shall be paid at the regular overtime rate. In port, 8 a.m. to 12 noon, 1 p.m. to 5 p.m. Monday through Friday.

(c) All Plumber-Machinists shall be required to do repair work on fresh and salt water lines and small steam lines connected with the domestic department of the vessel, bathroom wastes and fixtures, radiators, galley fuel oil lines, steam cookers and coffee urns and shall do general machine shop work. They shall be required to take on water between 8 a.m. and 5 p.m. weekdays without payment of overtime. For taking on water on Saturday afternoons, Sundays, and Holidays, the regular overtime rate shall apply.

(d) They shall not be required to do any chipping, scaling, painting, or sougeeing, cleaning or polishing work at any time.

**Section 14. Unlicensed Junior Engineers.** (a) On vessels carrying only three unlicensed Junior Engineers, the Unlicensed Junior Engineers shall be classed as watch standers and they shall, while at sea, be put on regular sea watches of four hours on and eight hours off, for the performance of their duties. In port the Unlicensed Junior Engineers may be put on day work and their hours then will be the same as those for day workers.

(b) **Duties At Sea.** They shall assist in the operation of the plant as directed by the Watch Engineer. They shall be required to do maintenance and repair work as directed by the Watch Engineer between the hours of 8 a.m. and 5 p.m. Monday through Friday and between the hours of 8 a.m. and 12 noon on Saturdays, without the payment of overtime. On Sundays and holidays the regular overtime rate shall apply. Such maintenance and repair work shall be confined to engine room, fireroom, machine shop, storeroom in or adjacent to engine room, shaft alley, and ice machine room. They shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping, or scaling, without the payment of overtime.

(c) **Duties in Port.** They shall be required to do maintenance and repair work between the hours of 8 a.m. and 12 noon, 1 p.m. and 5 p.m. Monday through Friday. Such maintenance and repair work shall be confined to engine room, fireroom, machine shop, storeroom in or adjacent to engine room, shaft alley, ice machine room, and steering engine room. If required to replace another member of the unlicensed personnel, they shall receive overtime in accordance with the

provisions of the working rules covering that particular rating.

(d) On vessels carrying day Unlicensed Junior Engineers in addition to Watch Unlicensed Junior Engineers, their duties shall be as follows:

At sea and in port they shall be required to do maintenance and repair work as outlined in subsection (c) above under the direction of the Engineer in charge. They may assist in taking on Engine Department stores including water and fuel. Their working hours shall be the same as specified for Day Workers.

(e) On those vessels where three Unlicensed Junior Engineers are carried, they shall be paid at the \$255.04 monthly rate. On those vessels where less than three Unlicensed Junior Engineers are carried, they shall be classed as day workers and they shall be paid at the \$284.62 monthly rate.

(f) On those vessels where more than three Unlicensed Junior Engineers are carried, three Unlicensed Junior Engineers shall be classed as watch standers and the additional Unlicensed Junior Engineers shall be classed as Day Workers.

**Section 15. Evaporator Maintenance Men.** (a) All Evaporator Maintenance Men shall be directly responsible to the Chief Engineer or First Assistant Engineer, or in their absence, to the Engineer in charge.

(b) They shall stand two watches of four hours each per day while evaporators are in use at sea. When evaporators are used in port, watches shall be changed to eight hours on, sixteen hours off.

(c) When evaporators are in use, their work shall be to tend evaporators and other auxiliaries in the evaporator spaces.

(d) When evaporators are not in use, their working rules and hours of work shall be as follows:

1. At sea working hours shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. weekdays; and 8 a.m. to 12 noon Saturdays, holidays excepted. In port, hours shall be 8 a.m. to 12 noon, 1 p.m. to 5 p.m. Monday through Friday.

2. While on day work in port, they shall be required to perform general maintenance and repair work that is under the jurisdiction of the Engine Department, and they may be required to assist in taking on water, fuel oil, and Engine Department stores but shall not be required to clean boilers, tanks or tank tops, or do any cleaning, sougeeing, scaling or painting. They may be required, however, to do minor sougeeing or spotting up in the evaporator room.

3. At sea when they are on day work, they may be required to do maintenance or repair work as outlined in Paragraph 2 above, or they may be required to replace oilers, watertenders, or firemen who are sick, injured, or missing. When they are assigned watch duty as oilers, watertenders, or firemen, they shall be paid overtime for watches stood the first Saturday after 12 noon. Thereafter, they shall not receive any overtime for Saturday afternoon watches while serving continuously as oilers, watertenders or firemen.

4. At sea when they are on day work and are reassigned to evaporator watches, they shall be paid overtime for watches stood on the first Saturday afternoon. Thereafter, they shall not receive any overtime for Saturday afternoon watches when evaporator watches are maintained until arrival at next port.

**Section 16. Deck Engineer's Duties.** (a) It shall be the duty of the Deck Engineer to oil and maintain winches and do maintenance and repair work to deck machinery and deck piping and when electrician is not carried he may be required to care for lights, fuses and overhaul electric fans.

(b) The Deck Engineer shall not be required to do any cleaning or repair work in the engine room, fireroom, or shaft alley, without the payment of overtime.

(c) The Deck Engineer shall not be required to do any additional work while oiling deck machinery, except for running or breakdown repairs.

(d) Deck Engineer shall oil and maintain winches until midnight on days of arrival and departure. An oiler or engine utility shall be assigned to those duties on all other days after 5 p.m. and before 8 a.m., however, the oilers (or engine utility) assigned to oil winches from 5 p.m. until midnight shall be knocked off from 4 p.m. to 5 p.m. for supper.

(e) It shall be the duty of the Deck Engineer to turn steam on and off deck machinery and warm up same when deck machinery is needed to handle ship's lines, work cargo, etc.

(f) In freezing weather, if deck machinery is being turned over to keep from freezing, the Deck Engineer or another competent member of the Unlicensed Personnel shall stand by on overtime hours to turn winches or capstans over to keep from freezing. For such work he shall receive the applicable overtime rate of pay.

(g) Deck Engineers shall not be required to do any general painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

**Section 17. Duties of Utility Man.** (a) The working hours of the Utility Men shall be the same as working hours for day workers.

(b) They shall be required to assist engineers or deck engineers, etc., in all engine department work.

(c) Utility men shall be required to have qualifications as oilers, watertenders, and firemen.

(d) They may be required to replace any unlicensed member of the Engine Department when said member is sick, injured or missing, without the payment of overtime except for the first Saturday afternoon of standing sea watches.

(e) The Utility Men shall not be used to replace any member of the unlicensed personnel except when such member is missing or unable to perform his regular duties, due to illness or injury.

(f) All work classed as overtime for wipers during their regular working hours, with the exception of repair work, shall also be classed as overtime for the utility men when performing the same type of work.

**Section 18. Diesel Vessels.** (a) **Duties of Diesel Oilers on Sea Watch.** They shall make regular rounds on main engines and auxiliaries, pump bilges, clean

strainers and centrifuges, watch oil temperatures and pressures. If required, they shall drain oil from piston oil tanks every hour and shall pump up water for gravity. They shall be required to tend small donkey boiler for heating purposes without payment of overtime. However, when boiler is being used for heating cargo oil, an overtime allowance of two (2) hours per watch shall be allowed the oilers.

(b) They shall do no cleaning or station work but shall be required to leave safe working conditions for their relief, provided such work shall not be done when Wipers are on duty.

(c) **Duties of Diesel Oilers in Port.** (a) In port, oilers shall maintain a regular donkey watch. They shall oil auxiliaries, tend small donkey boiler, and look after entire plant. Between the hours of 5 p.m. and 8 a.m. Monday through Friday, this work shall be done without the payment of overtime except when cargo is being worked. When cargo is being worked after 5 p.m. and before 8 a.m. the oiler on watch shall be paid at the regular overtime rate. On Saturdays, Sundays and holidays the oilers on watch shall receive the regular overtime rate.

(d) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

**Section 19. Duties of Oilers on Sea Watches—Steam.** (a) Shall perform routine duties, oil main engine (if reciprocating), watch temperatures and oil circulation (if turbine), oil auxiliaries, steering engine and ice machine. They shall pump bilges and tend water where gauges and checks are in the engine room and no watertenders are carried.

(b) Oilers shall do no cleaning or station work but they shall be required to leave safe working conditions for their reliefs, keeping the spaces around main engine and auxiliaries clean of any excess oil. It will be part of the oiler's routine duties to clean lube oil strainers and lube oil purifier.

(c) On vessels with small cargo refrigeration plants, oilers shall oil plant, but shall not be required to take temperatures. On vessel carrying watch freezers, oilers shall not handle refrigeration plant.

(d) Starting and blowing down evaporator equipment on freighters or vessels that do not carry special evaporator men shall not be a part of the oiler's recognized duties.

(e) When such equipment is placed in operation, oilers may be required to check the equipment at regular intervals, make necessary adjustments to insure proper and even flow of condensate and salt water, oil and tend any pump or pumps operated in connection with such equipment without payment of overtime.

(f) When oilers are required to start or blow down evaporator equipment they shall be allowed one hour for each operation at the regular overtime rate.

(g) On turbine propelled vessels which are certified as passenger vessels and are carrying passengers, the oiler on the 12 midnight to 4 a.m. watch may be required to assist in blowing tubes, where automatic soot blowers are in use.

(h) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling, or polishing work without the payment of overtime.

**Section 20. Duties of Oilers on Day Work—Steam.** Shall assist the engineers in maintenance and repair work in engine room, machine shop, shaft alley and storeroom when located in or adjacent to engine room, provided, however, he shall not be required to do any cleaning of boilers, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling. Their work shall be confined to maintenance and repair work only.

**Section 21. Ships Carrying Both Watertenders and Firemen.** In port, as defined in port time clause, Article II, Section 20, and sea watches are broken, watertenders shall stand all donkey watches and firemen shall be put on day work. When sea watches are set or have not been broken the watertender only shall receive overtime for working cargo after 5 p.m. and before 8 a.m.

**Section 22. Duties of Watertenders on Sea Watches.** (a) Watertenders shall perform routine duties, tend water and boiler auxiliaries, oil temperatures, stack draft and supervise firing. He shall handle any valves in connection with the operation of the boilers as directed by the engineers.

(b) Watertenders shall not be required to crack any main or auxiliary steam stop valves. When stops have been cracked, however, they may be opened wide by watertenders.

(c) Watertenders shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

**Section 23. Duties of Watertenders in Port.** (a) In port watertenders shall maintain a regular donkey watch between the hours of 5 p.m. and 8 a.m. without the payment of overtime except when cargo is being worked. When cargo is being worked after 5 p.m. and before 8 a.m. the watertender on donkey watch shall be paid at the regular overtime rate. On Saturdays, Sundays and holidays they shall receive the regular overtime rate; donkey watches shall be maintained for the purpose of keeping steam for the auxiliaries, winches and the safety of the ship.

(b) If the ship arrives in port after 5 p.m. and before midnight on such day of arrival, the watertender shall continue on sea watches until midnight and shall in addition to maintaining steam, tend auxiliaries and water, and ice machines and be paid for such work at the regular overtime rate until midnight.

(c) Overtime shall not apply as provided in paragraph (b) of this section in cases when the oilers remain on sea watches until midnight on day of arrival.

(d) Watertenders shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

**Section 24. Working Cargo.** (a) The Watertender, Fireman-Watertender, or Fire-Tube Fireman detailed to look after the plant shall receive overtime while cargo is being worked with ship's winches at all times between the hours of 5 p.m. and before 8 a.m. and on Saturdays, Sundays and holidays.

(b) When cranes or other shore equipment is employed exclusively in the handling of cargo, and if ship's gear and deck machinery is not being used, no overtime will be paid to men on watch except on Saturdays, Sundays and holidays.

(c) When cranes or other shore equipment is employed for the handling of cargo and the ship's gear and deck machinery is used to trim cargo, conveyors, etc., and ship's steam furnishes the power for such operations, the Watertender or Fireman-Watertender or Firetube Fireman on watch will receive overtime after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and holidays.

**Section 25. Combination Fireman-Watertender's Duties.** (a) They shall be required to watch and tend water, clean burners, strainers, drip pans, punch carbon, keep steam, watch water, watch fuel oil pressure and temperatures and oil fuel oil pumps located in the fireroom only, except as in Article IV, Section 35.

(b) On all watches, they shall clean up excess oil occasioned by changing burners and strainers and shall leave the fireroom in a safe condition when relieved.

(c) Firemen-Watertender on watch shall be paid overtime when cargo is being worked with ship's winches after 5 p.m. and before 8 a.m. Monday through Friday, and on Saturdays, Sundays and holidays.

(d) Firemen-Watertender shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling, or polishing work without the payment of overtime.

(e) When on donkey watch, Firemen-Watertenders shall be required to keep steam, tend auxiliaries and take care of entire plant, without payment of overtime, except as provided in (c) above.

(f) If the ship arrives in port after 5 p.m. and before midnight on such day of arrival the Fireman-Watertender shall continue on sea watches until midnight and shall, in addition to maintaining steam, tend auxiliaries and water and ice machines and be paid for such work at the regular overtime rate until midnight.

(g) Overtime shall not apply as provided in paragraph (f) of this section in cases when the oilers remain on sea watches until midnight on day of arrival.

**Section 26. Duties of Firemen—On Sea Watches (Water Tube Jobs.)** (a) Shall be required to do routine duties of the watch such as keeping burners clean, clean strainers, drip pans, punch carbon. He shall not be required to leave the confines of the fireroom at any time to do any work outside of the fireroom, except as in Section 35 of Article IV.

(b) Firemen on watch shall be required to keep their respective stations cleaned and painted between the lowest grating and the floor plates. On vessels with irregular gratings, 10 feet from the floor plates shall be considered the fireman's station limit.

(c) Cleaning work for Firemen on watch shall be confined to the hours between 8 a.m. and 5 p.m. weekdays and between 8 a.m. and 12 noon on Saturdays. Any cleaning work performed outside these hours shall be overtime. However, on all watches Firemen shall clean up any excess oil occasioned by changing burners and strainers without payment of overtime and not leave it to his relief to clean up.

(d) The practices of fanning tubes and the use of XZIT and similar preparations shall be classified as general cleaning work and shall be confined to regular cleaning hours.

(e) Blowing tubes shall not be a part of the Firemen's recognized sea duties on ships where tubes are blown by hand. However, the Firemen on watch may be required to assist to the extent of helping to open and close breeching doors, and turning steam on and off. Where automatic soot blowers are used, Firemen will handle valves connecting with same.

**Section 27. Duties of Firemen on Day Work (Water Tube Jobs.)** (a) In port, Firemen on day work shall be required to do general cleaning, polishing and painting work in the fireroom, sponging and blowing tubes and assist the engineers in making repairs to boiler mountings, etc.

(b) They may also be required to wash down steam drums of water tube boilers.

(c) When required to do any cleaning of boilers and fireboxes other than the above, they shall be paid overtime.

**Section 28. Duties of Firemen on Sea Watches (Fire Tube Jobs.)** (a) On sea watches firemen shall perform routine duties, clean burners, clean strainers, clean drip pans, punch carbon, keep steam, watch fuel oil pressure and temperature.

(b) On all watches he shall clean up excess oil occasioned by changing burners and strainers without payment of overtime and shall leave the fireroom at the end of the watch in a safe condition.

(c) Firemen shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) If the ship arrives in port after 5 p.m. and before midnight, on such day of arrival the Firemen shall continue on sea watches until midnight and shall, in addition to maintaining steam, tend auxiliaries and water and ice machines and be paid for such work at the regular overtime rate until midnight.

(e) Overtime shall not apply as provided in paragraph (d) of this section in cases when the oilers remain on sea watches until midnight on day of arrival.

**Section 29. Duties of Firemen on Donkey Watches (Fire Tube Jobs.)** (a) Shall keep burners, strainers and drip pans clean on all watches. They shall also clean up excess oil occasioned by changing burners and strainers without payment of overtime and not leave it to his relief. They shall do no boiler work. Their job shall be to keep steam for the auxiliaries and safety of the ship and take care of the entire plant. When cargo is being worked with the ship's winches he shall receive overtime after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and Holidays.

(b) Firemen shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling, or polishing work without the payment of overtime.

**Section 30. When Plant Is Shut Down.** When vessel is in port and the entire plant is shut down, the Water-

tender, Fireman-Watertender, or Firetube Fireman may be placed on day work. His work shall then consist of repair and maintenance work on all boiler mounts and boiler auxiliaries which are located in the fireroom.

**Section 31. Wiper's Duties.** (a) Wipers working hours shall be the same as working rules for day work.

(b) Wipers shall do general cleaning, scaling, sougeeing, painting, and polishing work in the Engine Department and take on stores including standing by on water and fuel oil lines.

(c) Wipers shall not be required to paint, chip, sougee or shine bright work in fireroom sidley except in port.

(d) One wiper shall be assigned to clean quarters and toilets of the unlicensed personnel of the Engine Department daily. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 noon daily. He shall be allowed two (2) hours for this work on Sundays and holidays and shall have two (2) hours overtime.

(e) Wiper may be required to paint unlicensed Engine Department crew quarters without payment of overtime during Wiper's regular working hours.

(f) Wipers shall be paid overtime for cleaning in firesides and steam drums of boilers. He may be required to wash out steam drums with hose without payment of overtime.

(g) Wipers shall be paid overtime when required to clean tank tops or bilges by hand or when required to paint in bilges. However, cleaning bilge strainers, cleaning away sticks or rags shall be considered part of a Wiper's duties and shall be done without the payment of overtime.

(h) It shall be the duty of the Wiper to assist the Engineers in blowing tubes. The Wiper shall also assist the Engineer in putting XZIT and similar preparations and boiler compounds in the boiler.

(i) Wiper may be required to assist in repair work but he shall not be assigned to a repair job by himself without the payment of overtime. This is not to include dismantling equipment in connection with cleaning, such as grease extractors, bilge strainers and evaporators, etc.

(j) Wiper shall be required to pump up galley fuel tank during straight time hours without the payment of overtime.

(k) While vessels are transiting the Panama or Suez Canal one Wiper shall be assigned to trim ventilators to insure breeze for men below regardless of whether it is outside of their regular working hours or not. When the Wiper performs this work outside of his regular working hours, overtime will be allowed.

**Section 32. Storekeepers.** (a) Shall be classified as day workers.

(b) When carried, the Storekeeper shall supervise work of the Wipers under instructions from the First Assistant Engineer and have charge of storeroom and stores, and maintain inventories.

(c) Storekeepers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime, except in the Engine Department storerooms.

**Section 33. Hours of Work for Day Workers.** (a) Working hours in port for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Any work outside these hours or on Saturdays, Sundays, or holidays, to be paid for at the applicable overtime rate, except as provided in Article II, Section 4.

(b) Working hours at sea for all men classified as day workers shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday; and 8 a.m. to 12 noon Saturday. Any work performed outside these hours to be paid for at the applicable overtime rate, except as provided in Article II, Section 4.

**Section 34. New Equipment Not Carried At Present.** In the event the Company secures a type vessel different from those now operated and covered by this agreement, or if the Company should install new or different equipment than that presently in use and covered by this agreement, the Company and Union shall meet immediately to consider working rules to cover such vessel or equipment.

**Section 35. Fireroom—Engine Room Boundaries.** On vessels having no bulkheads separating engine room and fireroom, an imaginary line is to be drawn at after or forward end of boilers, depending on location of boilers, for the purpose of defining Engine Room or Fireroom boundaries. This imaginary line shall not exclude from the duties of the firemen, fireman-watertender, watertender, and oilers any work as outlined in their respective working rules.

## ARTICLE V

### Wage And Manning Scales For Stewards Department

**Section 1. Wages.** Effective August 17, 1948, the monthly rates of pay of unlicensed personnel in the Stewards Department when respective ratings are carried shall be as follows:

Rating	Monthly Rate Of Pay
Chief Steward .....	\$278.25
Chief Cook .....	255.04
Night Cook & Baker .....	255.04
Second Cook .....	231.38
Assistant Cook .....	219.55
Messman .....	189.97
Utilityman .....	189.97

**Section 2. Manning Scales.** On Hog Island types,

Liberties, Lakers and other types not specified in this agreement there shall be carried:

- |                      |                     |
|----------------------|---------------------|
| 1 Steward            | 1 Third Cook        |
| 1 Chief Cook         | 1 Steward's Utility |
| 1 Night Cook & Baker | 3 Messmen           |

On Hog Islands and old type vessel when more than three passengers are carried, \$2.50 per passenger per day for each passenger in excess of three passengers shall be paid and divided among members of the Stewards Department who perform the work.

On Liberties and MAV-1's when passengers are carried \$2.50 per passenger per day shall be paid and divided among members of the Stewards Department who perform the work, or a Steward's Utility shall be added at the option of the Company.

On C-1-2-3 and Victory type ships there shall be carried:

- |                      |                       |
|----------------------|-----------------------|
| 1 Steward            | 1 Third Cook          |
| 1 Chief Cook         | 4 Messmen             |
| 1 Night Cook & Baker | 1 Stewards Utilityman |
|                      | 1 Galley Utilityman   |

On all C-1-2-3 and Victory type ships carrying from 1 up to and including 12 passengers there shall be carried:

- |                      |                      |
|----------------------|----------------------|
| 1 Steward            | 1 Second Cook        |
| 1 Chief Cook         | 1 Galley Utilityman  |
| 1 Night Cook & Baker | 4 Messmen            |
|                      | 2 Steward Utilitymen |

On Victory C-1-2-3 type vessels carrying extra men from 1 up to and including 12 that are served as crew, such as stock tenders, etc., there shall be carried:

- |                      |                   |
|----------------------|-------------------|
| 1 Steward            | 1 Second Cook     |
| 1 Chief Cook         | 1 Galley Utility  |
| 1 Night Cook & Baker | 5 Messmen         |
|                      | 1 Steward Utility |

On Victory C-1-2-3 type vessels carrying from 13 to 20 inclusive served as crew such as stock tenders, etc., there shall be carried:

- |                      |                   |
|----------------------|-------------------|
| 1 Steward            | 1 Second Cook     |
| 1 Chief Cook         | 1 Galley Utility  |
| 1 Night Cook & Baker | 5 Messmen         |
|                      | 2 Steward Utility |

On Victory C-1-2-3 vessels that carry over twenty men such as stock tenders, etc., there shall be carried:

- |                      |                     |
|----------------------|---------------------|
| 1 Steward            | 1 Second Cook       |
| 1 Chief Cook         | 1 Third Cook        |
| 1 Night Cook & Baker | 4 Messmen           |
|                      | 4 Steward Utilities |

On Liberty and other type cargo ships that are not specified in this agreement that carry extra men up to twelve that are served as crew such as stock tenders, etc., there shall be carried:

- |                      |                     |
|----------------------|---------------------|
| 1 Steward            | 1 Third Cook        |
| 1 Chief Cook         | 2 Steward Utilities |
| 1 Night Cook & Baker | 3 Messmen           |

On Liberty and other type cargo ships that are not specified in this agreement that carry extra men from 13 to 20 inclusive that are served as crew, such as stock tenders, etc., there shall be carried:

- |                      |                     |
|----------------------|---------------------|
| 1 Steward            | 1 Second Cook       |
| 1 Chief Cook         | 4 Messmen           |
| 1 Night Cook & Baker | 2 Steward Utilities |

On Liberty and other type cargo vessels that are not specified in this agreement that carry over twenty men, such as stock tenders, etc., there shall be carried:

- |                      |                     |
|----------------------|---------------------|
| 1 Steward            | 1 Second Cook       |
| 1 Chief Cook         | 1 Third Cook        |
| 1 Night Cook & Baker | 4 Messmen           |
|                      | 2 Steward Utilities |

## Stewards Department Working Rules

### Cargo Vessels

**Section 3. Working Hours.** Steward—eight hours between the hours of 6:30 a.m.—6:30 p.m.  
Chief Cook—8 a.m. to 1 p.m.—3 p.m.—6 p.m.  
Night Cook & Baker—2 a.m. to 10 a.m.  
Second Cook—7 a.m. to 1 p.m.—4 p.m.—6 p.m.  
Third Cook—7 a.m. to 1 p.m.—4 p.m.—6 p.m.  
Messman—6:30 a.m. to 10 a.m.; 11 a.m. to 1 p.m.; 4 p.m. to 6:30 p.m.  
Steward Utilityman—7 a.m. to 1 p.m.—4 p.m.—6 p.m.

**Section 4. Routine Work.** (a) The regular routine laid out below shall be carried out within the scheduled working hours as specified above and it shall be the duty of the Stewards Department to organize their work so that it is accomplished within their eight (8) hours per day as scheduled in this agreement. Routine duties of the Stewards Department shall be to prepare and serve the meals, cleaning and maintaining of the licensed personnel quarters including the Radio Officer, Purser and Passengers, all dining rooms, messrooms, washrooms, galley and pantry. Unless otherwise specified in this agreement no overtime applies to the above routine work.

(b) Routine duty for the Stewards Utility shall include work in storerooms, linen lockers, toilets and Stewards Department passageways and do general cleaning within his eight (8) hours as directed by the Steward.

**Section 5. Number of Hours.** No member of the Stewards Department shall be required to work over eight (8) hours in any one day without payment of overtime. All work performed at sea on Sundays and holidays and in port on Saturdays, Sundays and holidays shall be paid for at the regular overtime rate, except as provided in Article II, Section 4.

**Section 6. Handling Stores.** Members of the Stewards Department shall not be required to carry any stores or linen to or from the dock. But when stores or linen are delivered at the store room doors, meat or

chill box doors, Stewards Department shall place same in their respective places and overtime shall be paid to all men required to handle linen or stores. However, daily provisions such as fresh vegetables, fruit, milk, or bread shall be stored by messman and/or Utilitymen when placed on board, without the payment of overtime provided such work is done within their prescribed eight (8) hours.

**Section 7. Serving Meals Outside of Messrooms.** When any member of the Stewards Department is required to serve anyone outside of their respective messrooms for any reason, he shall be paid at the regular overtime rate for time required. However, meals may be served on the bridge to the Master and/or Pilot without the payment of overtime whenever it is necessary for the Master and/or Pilot to be on the bridge for the safety of the ship. The Captain's office or Stateroom shall not be classified as the bridge of the ship. This section shall not be construed to apply to passengers or unlicensed personnel served during regular working hours on account of illness.

**Section 8. Late Meals.** When members of the Stewards Department are required to serve late meals due to the failure of officers eating within the prescribed time, the members of the Stewards Department actually required to stand by to prepare and serve the late meals shall be paid at the regular overtime rate.

**Section 9. Shifting Meals.** When meal hours are extended for any reason and all of the unlicensed personnel are unable to eat within the regular prescribed time, all members of the Stewards Department required to standby to prepare and serve the meals shall be paid at the regular overtime rate for the time meal is extended.

**Section 10. Meals in Port.** (a) When meals are served in port to other than regular members of the crew, passengers and/or Pilot, fifty cents per meal shall be paid. This is to be divided among the members of the Stewards Department actually engaged in preparing and serving meals.

(b) When food is prepared for persons who do not require the service of messroom, two (2) hours overtime per meal shall be paid for the first group of six (6) persons or fractions thereof, and one hour overtime for each four additional persons or fraction thereof. This money is to be equally divided among the galley force.

(c) No extra meals are to be served without the authority of the Master or officer in charge of the vessel.

**Section 11. Extra Persons Sleeping Aboard.** When two or more persons other than regular crew members and passengers sleep aboard, the member of the Stewards Department who takes care of the room shall be paid one hour's overtime per day. This does not apply when a ship carries the required complement to accommodate passengers and the number of extra persons aboard do not exceed the full complement of passengers allowed.

**Section 12. Cleaning Meat and Chill Boxes.** Members of the Stewards Department shall be assigned by the Steward to clean meat and chill boxes and shall be paid at the regular overtime rate for time the work is performed.

**Section 13. Shore Bread.** (a) The Company shall furnish bread from ashore in all Continental U.S. Ports. When bread is not furnished in Continental U.S. ports within twenty-four (24) hours, excluding Sundays and holidays the night cook and baker shall be required to make the bread and will be paid three hours overtime for each batch of bread baked.

(b) When a new Baker is employed he may be required to bake a batch of bread, during regular working hours, without the payment of overtime.

**Section 14. Oil Stoves.** Members of the Stewards Department shall not be required to pump oil for the galley range.

**Section 15. Making Ice Cream.** When a member of the Stewards Department is required to make ice cream he shall be paid at the regular overtime rate for the time required to make the ice cream.

**Section 16. Chipping, Scaling, and Painting.** Members of the Stewards Department shall not be required to chip, scale, or paint.

**Section 17. Sougeeing.** When members of the Stewards Department are required to sougee, overtime shall be paid for the actual number of hours worked.

**Section 18. Midnight Meals and Night Lunches.** Members of the Stewards Department actually engaged in serving hot lunches at 9:00 p.m. or midnight or 3:00 a.m. are to be allowed three (3) hours overtime for preparing and serving same.

**Section 19. Shifting Ship.** When a ship is making a shift as prescribed in this agreement, Article II, Section 21, it shall be considered "in port" and overtime shall be paid for all work performed by members of the Stewards Department on Saturdays, Sundays and holidays.

**Section 20. Extra Work Due to Absent Members.** (a) When members of the Stewards Department are required to do extra work because a vessel sailed without the full complement required by this agreement or because of illness or injury, the wages of the missing or disabled men shall be divided among the members of the Stewards Department who perform his work. No overtime shall be included in such wages.

(b) In port, members of the Stewards Department shall be paid overtime for work in excess of eight (8) hours caused by shortage in the Department, but there shall be no division of wages because of such shortage.

**Section 21. Minimum Overtime.** When any member of the Stewards Department is called out to work between the hours of 7:30 p.m. and 5:30 a.m., a minimum of two (2) hours overtime shall be paid.

**Section 22. Full Complement.** (a) A full complement of the Stewards Department shall be maintained when the vessel is feeding. This shall not apply when skeleton crew is aboard.

(b) When shortage is caused by termination of articles, or men leaving the vessel, overtime shall be paid as provided in Article V, Section 20, paragraph (b).

**Section 23. Galley Gear.** The Company shall furnish

all tools for the galley including knives for the cooks.

**Section 24. Aprons and Uniforms.** White caps, aprons, and coats worn by the Stewards Department shall be furnished and laundered by the Company and white trousers worn by the galley force shall be laundered by the Company.

**Section 25. Entering Engine or Fireroom.** Members of the Stewards Department shall not be required to enter the engine or fireroom, except as may be required by Article II, Section 4.

**Section 26. Sundays and Holidays at Sea.** All members of the Stewards Department shall receive overtime for work performed at sea on Sundays and holidays, regardless of the number of hours worked per week.

**Section 27. Saturdays, Sundays and Holidays in Port.** All members of the Stewards Department shall receive overtime for work performed on Saturdays, Sundays, and holidays in port, regardless of the number of hours worked per week. This applies only to members of the Stewards Department who are actually on board and work.

**Section 28. Toilets and Bath.** When Stewards Utility is aboard, no member of the Stewards Department who is required to handle food shall be required to clean toilets or bathrooms.

**Section 29. Receiving Stores.** The Steward shall be required to go on dock to check stores or linen without payment of overtime.

**Section 30. Dumping Garbage.** No member of the Stewards Department shall be required to go on dock for the purpose of dumping garbage.

**Section 31. Work Not Specified.** Any work performed by the Stewards Department that is not specifically defined in this agreement shall be paid at the regular overtime rate.

**Section 32. Day Work.** (a) When the ship is not feeding and members of the Stewards Department are on day work, the hours shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

(b) When members of the Stewards Department are on day work they may be required to work in storerooms, linen lockers, toilets, passengers and officers' quarters, messrooms, galley, Steward Department passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of overtime.

(c) When members of the Stewards Department are on day work, all hands shall be allowed fifteen minutes for coffee at 10:00 a.m. and 3:00 p.m. or at a convenient time near these hours.

(d) When the Stewards Department is on day work, they shall receive one full hour from 12 noon until 1:00 p.m. for lunch. This hour may be varied but such variation shall not exceed one hour either way, provided that one unbroken hour shall be allowed at all times for dinner or supper when men are on day work. If one unbroken hour is not given, the men involved shall receive one hour's overtime in lieu thereof.

(e) In American ports, the Night Cook and Baker shall work on a schedule between 6:00 a.m. and 6:00 p.m. set forth by the Steward, except on days of arrival.

(f) Extra members of the Stewards Department who are carried to take care of passengers may be assigned to day work when passengers leave the vessel. In this case such members shall work as directed by the Chief Steward. In addition to the work outlined in subsection (b) of this section, such members may be required to sougee in passenger quarters, including toilets, washrooms and alleyways, during their regular hours of work without the payment of overtime.

This agreement is being signed subject to the ratification of the membership of the Union and in case no notice is given the Company within sixty (60) days from August 17, 1948, it shall be deemed ratified by the Union and binding on both parties hereto.

This agreement shall automatically go into effect on August 17, 1948, for all ships owned and/or bareboat chartered by the Company.

It is agreed that the increase in wages and overtime dividing line shall become effective with the effective date of this agreement. It is also agreed that changes in General Rules and Departmental Working Rules shall be effective with the next signing of Articles after the effective date of this agreement.

Dated: August 17, 1948

### COMPANIES:

ALCOA STEAMSHIP COMPANY, INC.  
A. H. BULL STEAMSHIP COMPANY  
BALTIMORE INSULAR LINE, INC.  
SOUTH ATLANTIC STEAMSHIP LINE  
SEAS SHIPPING COMPANY, INC.  
SEATRAN LINES, INC.  
EASTERN STEAMSHIP LINES, INC.  
SMITH & JOHNSON  
\* MISSISSIPPI SHIPPING COMPANY

Negotiating Committee for the  
SEAFARERS INTERNATIONAL UNION  
OF NORTH AMERICA,  
Atlantic and Gulf District

PAUL HALL  
JOE ALGINA  
ROBERT MATTHEWS  
J. P. SHULER  
LINDSEY WILLIAMS  
CHARLES HAYMOND

\* Effective contract date for Mississippi is August 6, 1948—for the others, August 17, 1948.

# Report Of A&G Negotiating Committee

Your Committee, acting on instructions from the membership, has had numerous meetings over a period of weeks with various SIU contracted operators.

Reports of these meetings have been made to regular SIU membership meetings and occasionally reported in the SEAFARERS LOG.

As a result of these meetings and actions, the Negotiating Committee has reached a final agreement on the matter of a contract with the following companies: Alcoa Steamship Company, Bull Steamship Company, Baltimore Insular Line, Eastern Steamship Company, South Atlantic Steamship Company, Smith and Johnson, Seas Shipping Company, Seatrain Lines.

## Mississippi Shipping Company

This agreement had been previously reached with Mississippi Shipping Company by an SIU sub-Negotiating Committee, headed by New Orleans Agent Earl Sheppard, and is dated to go into effect approximately one week earlier for the commencement of new wages and new contractual conditions than are the above companies.

For brevity, as well as clarity's sake, your Committee will make this report in a seriatum manner and, after each new clause as negotiated in the contract, will make "Committee's Remarks," giving the reasons and motivations for actions taken on each section.

**(THE COMMITTEE'S COMMENTS APPEAR IN BOLD FACE TYPE THROUGHOUT THE REPORT.)**

In this report, only those clauses actually changed or entirely new clauses are dealt with and, unless so noted, the balance of the old contract remains in effect.

## Two Year Contract

The Prologue of this new contract states that this contract shall remain in force for a period of two years, with the expiration date set September 30, 1950.

Your Committee insisted in the demand for a two year contract with the operators because of the unsettled conditions in the Maritime Industry, as applies to jobs, wages and conditions, and the possibilities of the situation getting even worse within the next year or so.

Your Committee points out that this present time in this industry in certain respects is comparable with the 1921-1922 period after the first World War, when the maritime union of that time was smashed, and conditions for seamen destroyed for many years, because of not being able to recognize and cope with the problems of that era.

Your Committee feels that, with the signing of this two year contract, it shall greatly aid the Union in coming through this trying period with as much security as can possibly be achieved.

## Continuity Clause

The Union has negotiated back into the contract a continuity clause providing that unless either party notifies the other party 60 days prior to the expiration date of the contract of its desire to terminate or modify the contract, the contract shall then remain in effect for an additional two years.

This clause had previously been dropped from SIU contracts and the Committee feels that by re-negotiating the clause, it will thus allow the Union ample time before the expiration date of the contract to know what the intentions of the operators are. We will thereby have at the expiration date of this contract, September 30, 1950, a 60 day warning in the event the shipowners intend to attempt to change the contract. We therefore would have sufficient time to prepare if signs at that time show a fight with the shipowners is coming up.

## Article I—Employment

The Union has embodied as part of this new full contract the Hiring Hall Clause which has been previously negotiated with these same contracted operators.

Your Committee points out that this Hiring Hall Clause as previously negotiated represents a tight Union-controlled Hiring Hall Clause and has, as a further protective stipulation, that the Union may, at any time it sees fit, go back and negotiate any part or all of the question of employment. This will be added protection for the Union in the event further anti-labor laws are passed or present ones changed.

## Article II—General Rules

### SECTION 12. MEDICAL RELIEF

The Union has negotiated a new paragraph to be known as paragraph (b) under this section which provides that penicillin shall be carried in all shipboard medicine chests and supplied free of charge to seamen needing same, with administration and dosage

to be handled in the manner as prescribed by U.S. Public Health Service.

Various members of the Union have had trouble on board ship over the past wherein certain Skippers have forced seamen to pay for penicillin when they were treated with same. This problem has now been eliminated, and crewmembers will be able in the future to have greater medical protection on all vessels, at no personal cost, as a result of this new section.

### SECTION 17. EXPLOSIVES

The Union negotiated a clause under this heading to allow that gasoline shall be considered in the future as a 10% penalty rather than as an explosive. All other explosive items in the contract were left as before.

This contract change puts the SIU in line with most all other Unions on this matter, and will thus not penalize SIU operators carrying this type cargo in the future, as it has in the past. Having this item as explosives never has been a means for a much greater earning capacity for SIU members, but it definitely has been a means of SIU loss of jobs wherein SIU-contracted operators previously could not and would not bid for this type cargo in competition with other operators contracted to other Unions, who were not required to pay for gasoline as an explosive bonus.

### SECTION 18. PENALTY

The Union has dropped as a 10 percent penalty cargo the items of coal and coke. The Union did maintain a clause under this section that provides that overtime shall be paid to men on watch and overtime and one-half for men off watch who clean holds which have been used to carry this type cargo. The Union further re-negotiated the penalty clause making an allowance that copra, before it is to be classed as penalty, shall be carried up to 3000 tons, rather than in 1000-ton lots, as carried in the old contract. All other items contained in the contract as penalty cargoes were left as before.

Your Committee feels that the move of changing in this contract the penalty clause is of an important nature, and that the membership should understand it thoroughly. Since a previous SIU Negotiating Committee of several years forced a clause requiring SIU contracted operators to pay 10 percent for coal and coke cargo, the Union has lost every single vessel contracted to it which formerly had been carrying this type cargo; a loss of all jobs on more than seventy ships.

No other maritime union has ever had, and does not have at the present time, any such clause.

The SIU membership, as a result of these previous negotiations, lost thousands of jobs which now, in most cases, belong to members of other Unions. Your Negotiating Committee feels that, by changing the contract in the manner it did, it makes it possible for SIU contracted operators to go back into this type of traffic and therefore allow for more possible jobs for our own members.

### SECTION 19. HOLIDAYS

The Union has negotiated a clause under this section providing that, whether at sea or in port, when a holiday falls on a Sunday, the Monday following shall be recognized as a holiday.

This represents an increase in the earning capacity of the SIU membership in all ratings.

### SECTION 24. WORKING BALLAST

The Union has negotiated, for the first time, a new clause in the contract providing that when sand ballast is washed off deck by hose that those men on watch doing such work shall be paid at the overtime rate, and those men off watch doing same shall be paid overtime and one-half.

This represents an increase in the earning capacity of the SIU membership in all ratings.

### SECTION 53. MANNING SCALE

The Union has negotiated, for the first time by any Union, a clause guaranteeing the carrying of no less than all present manning scales on all SIU vessels for the duration of the contract. A further stipulation in this clause points out that this, however, does not apply to special ratings which are carried only for one or a given number of trips, but deals with the specific regular manning scales for all departments that are now carried on board all our vessels.

Your Committee feels that this represents a real guarantee to the Union of top job security for the next two years. It will prevent the operators from cutting down or chiseling in any manner on the manning scales now in effect.

### SECTION 55. TRANSPORTATION

The Union has revised Transportation to the extent where, in the future, when SIU vessels reach their

final port of discharge in a Continental American port after a foreign voyage, they shall not be entitled to paid transportation back to the port of engagement, if the vessel is to continue to that area within a 10 day period. Other clauses on transportation remain the same.

Your Committee feels that this new transportation clause shall be beneficial to the membership, because of the fact that we have had considerable confusion on the matter of transportation in the past. Bitter beefs have developed with the shipowners because they have complained that in the former SIU transportation clauses, in some instances, SIU crews receive transportation as many as three times for one voyage and even then remained on board the vessel.

Your Committee further clarified this transportation in such a manner that, in the future, all SIU members receiving transportation shall be required to get off the ship and new replacements shipped from the Union Hall.

Your Committee points out that it is of the very strong opinion that the sole purpose of any transportation clause is for the actual securing of transportation for any crewmember rating same. This Negotiating Committee is of the further opinion that any time a member is entitled to transportation, and receives same, he should get off that vessel. This not only will greatly increase the number of jobs to be made available to our membership, but also will be a basis for elimination of a great many disputes of all kinds arising on this issue. The fact, too, that the Atlantic and Gulf is the only District in the SIU at this time which allows members to receive transportation and still stay on board a vessel has caused many beefs between Districts of the SIU. This should now be eliminated.

Your Committee regards this change as a gain for the membership as a whole, not only as a means for creating further employment on board SIU vessels, but of making for better relations in the framework of our Union.

## Article III—Deck Department

### SECTION 1. WAGES

The Union has secured \$12.50 increase across the board for all ratings with the exception of the Boatswain, who shall receive \$25.

### SECTION 12. DIVISION OF OVERTIME

The Union has clarified the contract so that in the future the Boatswain High Man Overtime, as guaranteed in the contract, shall not include the 8 hours overtime which is paid watch standers in the Deck Department for routine watches on Sundays at sea.

Your Committee feels that this clarification shall be of benefit to SIU Boatswains. The SIU is the only Union in the industry that has such a clause for the Boatswain. In addition to this, SIU Boatswains are now the highest paid on any American vessel.

It has been agreed with the operators that in the future, whenever the Boatswain is called out to do overtime work, that he shall be called out in reasonable hours to perform regular shipboard work. In the past, some Mates have called Boatswains out at all hours of the night to do ridiculous jobs, simply for the purpose of attempting to have the Boatswain refuse to do such overtime, knowing that if he did refuse, he would therefore lose all claim for high man overtime. This shall not happen in the future and, as a result, shipboard working conditions should be much better for the Boatswains on this matter than they were before.

### SECTION 21. TOPPING AND LOWERING BOOMS

The Union has successfully negotiated a new clause under this heading, to be known as paragraph (f), spelling out for the first time in plain language that when the deck gang is required to spot booms for longshore work, they shall be compensated at the longshore rate.

The Union has always maintained that this is overtime work, and as a general rule we collect this beef. The shipowners, however, have made many beefs over the issue in the past because it was not clearly written in the contract. This new clause shall eliminate that chiseling in the future.

### SECTION 24. CARPENTER'S WORK

The Union has revised paragraph (a) of this section to provide that Carpenters shall sound all bilges, fresh water and ballast tanks at sea or in port daily.

Your Committee feels that this will create greater earning capacity for the Carpenter. Previously, a few of the shipowners occasionally would attempt to chisel on Sundays and holiday

(Continued on Page 14)

# THE MEMBERSHIP SPEAKS



## Brother Feels Item In Log Harmed Ill Seamen, Doctors

To the Editor:

I am writing this as an answer to an item carried in the LOG column "Cut And Run" by Hank. In his column of July 30, he attempted to create a humorous joke out of psychopathic disorders.

The joke, I'm afraid, fell rather flat for us undergoing treatment here at the Marine Hospital on Ellis Island, which specializes in neurology.

The statement by Hank but proves the ignorant and misinformed attitude of the general public towards modern psychopathic therapy.

To anyone still believing it to be a great joke, I extend them an invitation to make a visit to the hospital here. I need not go into details, but a few of the sicknesses (most of them war caused) resulting from psychopathic disorders are twisted limbs, nervous pains, neuritis, pleuresy, arthritis, tuberculosis and paralysis.

No, to us it is far from being a laughing matter. It also was no laughing matter when the radio operator aboard the Carson dived over the side of the ship. The man was definitely ill.

### FAITH IN DOCTORS

We believe in the doctors whom Hank condemns. We are grateful to these "brain butchers" who had the courage and fortitude to pioneer and explore the field of psychiatric medicine. Because of their work many of the present disorders can be cured.

Remember, too, that this is no science of the study of rare maladies. It has been proven that 70 percent of the people at some time during their lives will be in need of psychiatric guidance.

I would appreciate it if you would print this in the LOG. The LOG is widely read here in the hospital by the doctors, nurses and the patients. I would like to have them know that not all members of our excellent Union share the "joke" recently stated by Hank.

## 'Thanks For LOG' Says Brother Headed Inland On Trip

To the Editor:

I have enjoyed reading the LOG very much during the year I have been on the beach here. But now I am going on the road for an indefinite period, and would like to have you discontinue my copy until I settle down again with a permanent address.

I hope to be in New York this fall for a short visit and I can then pick up the back issues that I have missed, and at the same time look up some of my old shipmates.

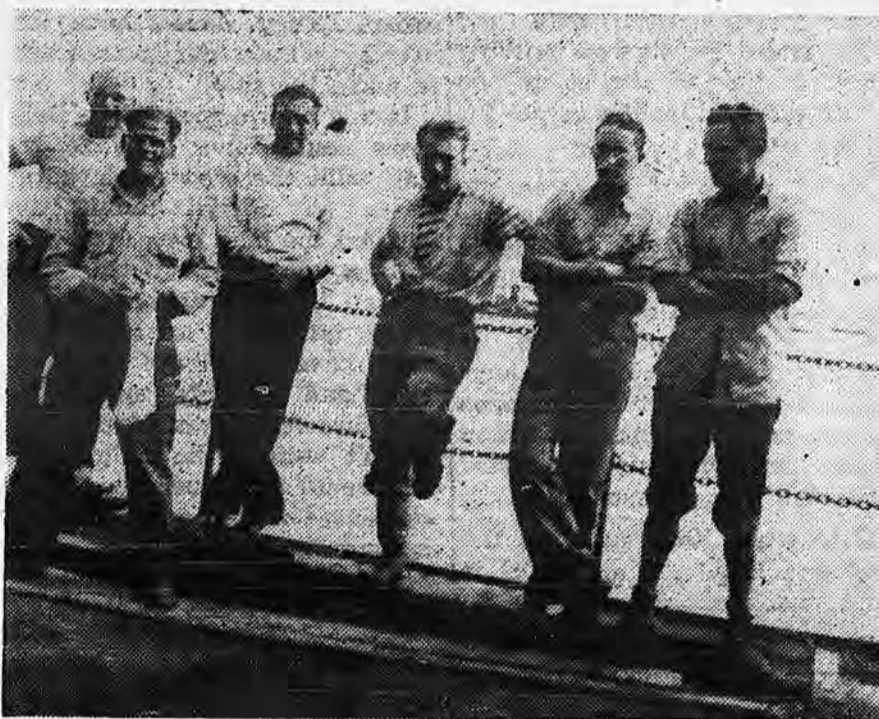
Richard S. Young  
Pipestone, Minn.

Please withhold my name for obvious reasons.

An SIU patient  
Ellis Island  
Marine Hospital

(Ed. Note: The Editors of the LOG and Hank share the Brother's concern over the gravity of these illnesses and agree that psychopathic disorders are not to be treated lightly. Like the writer of the letter, the Editors of the LOG have respect for the doctors who are devoting their lives to the study and relief of these afflictions. It is hoped the LOG will shortly be able to carry a story on the fine work being done in marine hospitals in this field. While Hank's attempt at humor missed the mark, it is believed the brothers will bear in mind the spirit in which it was intended.)

## GETTING SOME SUN ON THE ARROW



Six Seafarers on Robin's Marine Arrow pause in their sunning long enough for Jack Dietrich to snap this picture. The boys are, left to right—Chalowitch, Oiler; B. Rami, Assistant Electrician; J. Vann, AB; J. Disto, AB; Ray Hullgren, D.M.; R. Woodford, AB.

## Navigator Man Finds 'Pineapple Run' Dull Trip

To the Editor:

Greetings from one and all aboard the Steel Navigator. I will enclose a war-time picture from Le Havre which many members will recognize.

This pineapple run has proven to be the dulllest trip I ever made. We do have a good crew—but, after all, that is to be expected of an SIU gang. The only sour apple aboard is "Madman Spilker," Chief Engineer, who jumps on his men for no reason at all.

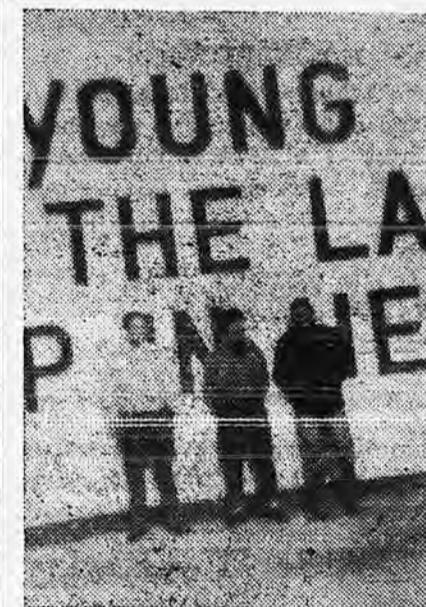
We have two very lucky men aboard, "Buddy" the PO Messenger and "Harvey" the 4-8 Oiler. But "Chips" is the unlucky one.

I'd like to post a notice to any one stopping at Honolulu to beware of "Young's Honolulu Laundry Service." The only thing these guys are good for is cleaning your pockets. For example, two shirts poorly done cost 66 cents, and one suit, two shirts, one pair of dungarees, four T-shirts, one pair of shorts, and three pair of socks cost \$7.50.

Here's hoping the shipping is good in the States now and stays that way till we get there.

Rocky Gomino  
Engine Delegate

### Remember?



This sign, before which three Seafarers stand, should bring back memories to those who visited Le Havre right after the war, says Rocky Gomino, who sent the photo to the LOG. Erected by the Army when Le Havre was an embarkation center for GI's returning to the States, the sign reads: "Go West, Young Man, To The Lady With The Lamp In Her Hand." From left to right the pictured Seafarers are George, Tobin and Fries.

## Log Distributor In Netherlands Bows Out

To the Editor:

In the late afternoon of Sunday, August 1, I boarded the SS LaSalle, Waterman Line, to distribute as usual the SEAFARERS LOG. I wish the membership of the SIU to know that I never got a penny for this social work.

I've done it on my own without any intention of making money out of it. I thought it to be my duty to distribute the LOG in my spare time as a reward for what the American Seafarers did for the liberation of Holland.

I had to leave the SS LaSalle on account of the fact that I presented to the Master a booklet "In The War At Sea." All Masters of American vessels have thanked me for this booklet, and I thought to do him a favor by presenting it to him.

A blue card is inclosed to show you why said booklet is published. (The card states that funds realized from the booklet go to the families of dead seamen—Ed.)

On the LaSalle were some wise guys who thought I wanted to buy ship's stores and linen. To them and the man who wanted to sell me a packet of cigarettes for two guilders, I want to say that I only came aboard to distribute the LOG.

### VISITS HOSPITALS

I sometimes take things to SIU men in the hospitals. In fact, that day I bought one of your brothers in the hospital a pack of cigarettes from my own rations. Someday they may be in the hospital themselves without cigarettes and they will know what it means.

A good many Ship's Delegates have asked me to become the Patrolman for Rotterdam, Antwerp, and Bremen. I beg them and the rest of the membership of the SIU to know that I am finished with distributing the LOG in Rotterdam. I have more maritime union papers to distribute in this port—about four.

But I thank the SIU Members I have met aboard the ships in Rotterdam for the pleasant time I had with them. If a Seafarer is in the hospital, I will visit him anyway to cheer him up. And if he needs something, well, leave it to me!

Will you please publish this in the LOG in order that the membership will know.

### TOO EXPENSIVE

Distributing the LOG cost me so much money in trolley-car fare, launch fares, etc., besides the losses incurred in buying stamps and other things for SIU members who never paid me, that I cannot afford to continue it.

I have spent about 100 guilders in distributing the LOG. During this time I have met several good guys who have given me a pack of cigarettes, or some

chocolate for my old mother. However I am very, very happy and glad that I have been able to do the SIU a favor.

L. Pleysier  
Rotterdam

(Ed. Note: We are discontinuing the bundle of 40 LOGS which you have been receiving in past months for distribution, as you have requested. We wish to thank you for the services you have rendered to the membership in Rotterdam, and regret the unpleasantnesses you have encountered, and the fact that this contact has prove too costly for you.

Many men in Rotterdam and other ports find occasion to contact seamen under various motives. We find that those you have expressed are the most exemplary that have come to our attention.)

## Victim Of Bartram Blast Praises Tampa Hospital, Branch Officials

To the Editor:

I would like to put in a good word for the Municipal Hospital in Tampa. When I was in there recently, I found the Marine doctors, Bush and Hammond, very attentive. They made their rounds regularly and gave the patients every consideration.

Furthermore, the cooperation given the doctors and patients, by the nurses, aids, and orderlies was indeed gratifying.

Tampa Agent Hall, Brother Bob Sheppard and his wife, as well as other SIU men visited me and George Griffin almost every day, bringing cigarettes, radios, etc. Quite a bit of this was donated by Brothers on ships in port and around the Hall.

I was steam-cooked on the SS Bartram, when a main steamline broke, July 3, as she was lying along side the dock here. Mohammed Elysaid died immediately, and George Griffin lived

for two weeks. I am on outpatient treatment now, enjoying life around the Tampa Hall with plenty of time to think things over.

I want all concerned over this tragedy to know that everything possible was done for the victims at the Hospital.

I hope to be back out at sea with you fellows shortly. It won't matter to me whether it's the "Rum and Calypso," or the "Rupepe" runs.

James L. Jones

## Says 'So Long' To Sea—Time Will Tell

To the Editor:

I haven't said anything lately about my seagoing experiences.

I got married and spent a few weeks with my wife in Charlotte, N.C. and am now in Weehawken, N.J.—right across the river. I'm heading back to sea shortly for what I think will

be my last trip.

But I'm going to continue to write in to the LOG whenever I have anything to say; and I won't miss a meeting when I am in a port town.

I want to say best wishes to all of you who have been my shipmates. John R. Chaker

# No Patrolman At Ship; Seafarer Beefs — Offers Possible Solution

## To the Editor:

Blowing off steam for the sheer delight of making a noise is a good thing, but if at the same time a cure for the cause is offered it's even better. I've got a beef to air and I believe, the solution to the beef.

A couple of months ago I was aboard the SS Kyska as Ship's Delegate. We signed on in New York and went to Mobile for stores. From there we were headed for the Far East on a three-months trip.

We arrived in Mobile at 9 A.M. and took on slopchest stores. As per SIU procedure, we called the Mobile Hall for a Patrolman. We were told, "Sure, a Patrolman is on his way down." When he didn't show up at 10 A.M. we called again. Again the same answer.

By 4:30 P.M. we were getting kinda sore. No Patrolman, and the ship was to sail at 5 P.M. We called once more and, as before, we were told a Patrolman was on his way. He never showed up.

The ship then pulled out of port without having a Patrolman having been aboard.

As a result of this the Kyska men received no representation at a time when it was sorely needed. This was the ship's last port before heading to the Far East and if the ship were short on stores when it left Mobile it was going to be a long trip and a beef-filled one.

That was what happened to the Kyska. The slopchest was found to be short many items. The crew, however, suffered greater harm than just short supplies.

## NO INSPECTION

The Mate refused to allow the Delegate to check the slopchest without the Patrolman being present. This cut off finding out

about any shortages by ourselves.

The Mate, seeing that the crew wasn't represented, took the attitude that the Union doesn't give a damn about this crew and took great license with the agreement. He figured nothing would happen to him as no one would call him on the carpet for his misdeeds.

As a result of all this the crew's morale suffered a severe blow. The men felt the Union had deserted them. Too, the crew and the Union lost face with the officers of the ship. If the crew wanted to demand anything it would have a hard time as long as the officers the Union would not back up the crew when the ship hit port.

That pretty well sums up the beef and here is what I feel is some constructive criticism:

First. A Patrolman should have contacted the ship. If this

had happened the beef would never have materialized.

## PASS THE WORD

Second. If a Patrolman wasn't available the Hall should have told us so the first time we called. They should have told us why a Patrolman wasn't able to make the ship.

If this had happened the Delegates could have gone to the Hall with the crew's grievances. There an official could have handled the beef over the phone with a company official. This method is often used.

The official at the Hall also could have called the ship's officers and possibly settled the beef directly. Even if the beef weren't settled the ship's officers would then know the Union was aware of the crew's beef and was solidly behind them. That would have eliminated the Mate's skirting the contract.

Those are my suggestions as to how the beef on the Kyska could have been handled, but inasmuch as that trip has ended and nothing can be done about it now, this letter is for the purpose of eliminating similar beefs on other ships.

I don't hold the failure in the Kyska case to any person in Mobile. The chances are that they were very busy and the call for a Patrolman got lost in the shuffle, but I do want to call it to the attention of the officials in all ports so that crews will not have to leave port in the future under the conditions forced on the Kyska men.

This is the sort of beef that can come up in any port. I hope as a result of this letter it will not have to come up again.

Robert Niedermery  
Ship's Delegate  
SS Kyska

(Ed. Note: The Mobile Port Agent, of course, is welcome to give his views on this beef in the pages of the LOG.)

## Branch Meetings

The next regular membership meetings will be held Wednesday evening, Aug. 25 at 7 P.M. in all ports. With the exception of New York, all branches hold their meetings in their own halls.

New York meetings are held in Roosevelt Auditorium, 100 East 17th Street, corner of Fourth Avenue.

These sessions are a good chance for you to hit the deck and speak your piece. From the meeting place comes the ideas, rules and regulations responsible for the effective functioning of our Union.

Take an active part in the SIU. Make sure you're at the meeting. Remember, the time is 7 P.M. All Brothers must show up promptly.

## From 'Here's What I Think' To Here's Who I Am



CARRASQUILLO



FERRARA



BONAFONT



ERIKSEN

Due to an unfortunate error in the press room while running off last week's SEAFARERS LOG, the pictures of the above Brothers, appearing in the LOG feature "Here's What I Think," were incorrectly captioned. With all due apologies to the four Seafarers, here they are correctly identified. From time to time (sometimes too embarrassingly frequently) this happens—but this week we are glad to set the record straight. To these Brothers: it won't happen again.

# Report Of A&G Negotiating Committee

(Continued From Page 12)

soundings so as to prevent payment of overtime. This revision of the Carpenter's clause shall in the future prevent such happening.

## Article IV — Engine Department

### SECTION 1. WAGES

The Union has secured \$12.50 increase across the board for all ratings.

The Union also negotiated under the question of wages that in the future, instead of carrying Assistant Electricians on board SIU vessels, there shall instead be carried a Second Electrician at the new Second Electrician wages.

The Union feels this is a big gain. In the past, SIU contracted operators have carried Assistants and paid them at the Assistant rate, which is considerably less than the Second's wages. The Union further negotiated with the operator that any man who is now sailing as Assistant Electrician on their vessel, and who has Electrician's endorsement, shall, upon the signing of the next set of ship's articles, be signed on at the new Second Electrician wages.

The Union further agreed that those men now sailing SIU-contracted vessels as Assistant Electricians, and who do not have Electrician endorsements, shall have the opportunity to remain in that company's employ on board that vessel as long as they care, and shall be at the next signing of ship's articles given, in addition to Assistant Electrician wages, the \$12.50 increase. It was further agreed that, when this particular type of Assistant Electrician quits the vessel he is on, the job shall be filled by a Second Electrician at

Second Electrician's wages shipped from the Union Hiring Hall.

### SECTION 31. WIPER'S DUTIES

The Union has agreed in this new contract that Wipers may be required during their regular working hours to paint out unlicensed Engine Department forecastles and toilets without the payment of overtime.

The Committee points out that this action is in keeping with the Union's position that an SIU ship is a clean ship. The Committee further points out that the Wiper is now making top wages and should be allowed to do this type of work which is of great benefit to unlicensed members of the Engine Department, as it will allow for neater and cleaner forecastles.

## Article V — Stewards Department

### SECTION 1. WAGES

The Union has secured \$12.50 increase across the board for all ratings.

### SECTION 32. DAY WORK

The Union has agreed under this section, paragraph (f), that on vessels which carry passengers the purpose of taking care of those passengers, once extra Utilitymen who have been placed on board for those passengers are discharged, such extra Utilitymen as carried may then be required to souge passengers quarters as part of their routine work.

Your Committee points out that this change in contract will make it more desirable and possible for SIU contracted operators to go into the combination freight ship-passenger ship traffic of the

eleven passenger type, thus creating more jobs for our membership.

Your Committee further points out that the Utility Messman is the only member of the SIU Stewards Department under this agreement who may be required to do this type work, and he may be required to do such work only after passengers are discharged.

## Commencement Date

Your Committee has agreed and stipulated in this new contract that the effective date of wages on all vessels shall be August 17, 1948. Your Committee further agreed that the commencement date of the new contractual terms other than wages shall be on the first signing of articles of vessels after the date of the signing of this new contract August 17, 1948.

Your Committee points out that this was necessary due to the fact that, while it is possible that wages could go into effect on all vessels, it is an impossibility to apply new working conditions in the same manner.

## Conclusion

Your Committee recommends to you the full adoption of this report. We base this recommendation on the fact that this contract, as outlined in this report, represents great gains for our members not only in their earning capacity and working rules but, equally important, more actual job security than ever before achieved, not only by our own Union, but by any Union in the Maritime Industry at anytime.

PAUL HALL  
ROBT. A. MATTHEWS  
J. P. SHULER

JOE ALGINA  
LINDSEY J. WILLIAMS  
CHARLES HAYMOND

# Minutes Of A&G Branch Meetings In Brief

**TAMPA**—Chairman, Tony So-sa, 24467; Recording Secretary, Ralph Seckinger, 307; Reading Clerk, Bob Hall, 26060.

New Business of all Branches holding regular meetings was read and all were accepted with the exception of Savannah, where that part giving the Agent authority to excuse members was not concurred with; and Puerto Rico, where that part of the minutes referring to the purchasing of a building was referred to Headquarters Committee. SUP and Great Lakes minutes were posted on the board. The Agent reported that shipping was holding fair with bookmembers having no trouble getting a job within a few days after registering. He reported that the building was coming along nicely with the likelihood that our side would be finished by the last of the week. Showers could be had by members by asking the Dispatcher for the key. Report accepted. The Secretary-Treasurer's report on the signing of a two-year contract with Mississippi was accepted, with a vote of thanks to the New York Negotiating Committee, and a rousing vote of thanks to New Orleans Port Agent, Bull Sheppard, for a good job. One minute of silence was observed for departed Brothers.

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**BALTIMORE**—Chairman, Ben Lawson, 894; Recording Secretary, Robertson, 30148; Reading Clerk, Al Stansbury, 4683.

Baltimore minutes for July 28, Baltimore Financial Report for July 31, and the Secretary-Treasurer's Weekly Financial Report for July 21, were all read and accepted. Only New Business of Branches holding meetings was read. All were accepted. West Coast and Great Lakes Minutes were posted, and all ship's minutes were forwarded to the Editor of the LOG. The Secretary-Treasurer's report on the signing of a two-year contract with Mississippi was accepted with a vote of thanks. The Agent's, Patrolmen's, and Dispatcher's Reports were made and all accepted. One minute of silence was observed in memory of departed Brothers. The situation on the Ore Line ships was discussed on the floor under Good and Welfare.

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**NORFOLK**—Chairman, Anderson, 5510; Recording Secretary, Baker, 30907; Reading Clerk, Roundtree, 36979.

Norfolk minutes for July 28 read and accepted. The Norfolk Financial Reports for July 31 and August 7, accepted. Secretary-Treasurer's Financial Reports for July 24 and 31 read and accepted. New Business of Branches holding meetings were read and accepted with the exception of Puerto Rico Minutes, which were held over to New Business. The Agent reported on the progress of the Negotiating Committee, on the efforts being made by the Union to obtain draft deferment for seamen, and he gave a resume of business and shipping for the past two weeks. He reported that shipping would not be good in the following weeks. Report accepted. Motion made that the New Business and Resolution from Puerto Rico be tabled until the Union completes the building program in Continental U.S. ports. Amendment

## A&G Shipping From July 28 To Aug 10

PORT	REG. DECK	REG. ENG.	REG. STWDS.	TOTAL REG.	SHIPPED DECK	SHIPPED ENG.	SHIPPED STWDS.	TOTAL SHIPPED
Boston	39	27	34	100	12	5	18	35
New York	191	226	227	644	164	174	165	503
Philadelphia	123	65	41	229	60	49	33	142
Baltimore	277	152	134	563	156	94	82	332
Norfolk	88	52	38	178	62	20	21	103
Savannah	76	54	50	180	9	5	5	19
Tampa	28	40	32	100	27	30	29	86
Mobile	216	263	190	669	97	79	79	255
New Orleans	188	128	150	466	164	129	153	446
Galveston	102	47	21	170	71	24	13	108
San Juan	(FIGURES NOT AVAILABLE)							
*San Francisco	43	28	19	90	18	15	14	47
GRAND TOTAL	1,371	1,082	936	3,389	840	624	612	2,076

\*Note: San Francisco figures cover one week period only.

that the Secretary-Treasurer instruct the Baltimore Agent to investigate and submit a report on property suitable for a new Hall there. Carried. Motion to request Headquarters to send additional copies of Branch minutes and reports so that they could be posted on bulletin board. One minute of silence for departed Brothers.

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**SAVANNAH**—Chairman, W. J. (Bill) Brantley, G111; Recording Secretary, Frank Richardson, 38220; Reading Clerk, Charles Starling, 6920.

Motions made to accept and file minutes of all Branches after reading New Business only. West Coast and Great Lakes minutes were posted. The Agent reported that shipping had been slower for the past couple of weeks. He reported that he had paid off the SS Southland (South Atlantic) in Jacksonville, with a few beefs, and that he expected to pay off the SS Southwind Friday. Two ships were expected for the next week but, being on regular runs, there would be few replacements. Accepted. The Secretary-Treasurer's Report, and his Financial Report for July 17 and 24 were read and accepted. The Dispatcher's Report was made and accepted. Under Good and Welfare there was discussion on why the move had not been made to the new Hall which is being paid for. Meeting adjourned 7:35 P.M. with 88 men present.

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**PHILADELPHIA**—Chairman, L. A. Gardner, 3697; Reading Clerk, M. Cerelli, 24820; Recording Secretary, D. C. Hall, 43372.

All New Business of Branches holding meetings was accepted, except that part of Savannah minutes pertaining to the Agent acting on excuses, which was non-concurred with. The New York Special Meetings of July 15, and 19 were accepted, as well as the Norfolk Special Meeting of July 24. Great Lakes and SUP Branch Minutes were posted. The Agent reported that shipping was holding fair, and that half of the payoffs were A&G-contracted tankers. He urged the members to take these jobs. The membership was given a report on the negotiations being carried on by Headquarters Negotiating Committee with various SS operators and he explained the necessity for complete cooperation by the entire SIU membership at this time. Report accepted. A communication on seaman's unemployment compensation was accepted and posted. The Secretary-Treasurer's Financial Reports for July 24 and 31, and his Report To Member-

ship dated July 28, were read and accepted. The Dispatcher made his report—229 registered, and 142 shipped—which was accepted. One minute of silence for departed Brothers. Meeting adjourned at 8:00 P.M. with 195 members present.

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**SAN FRANCISCO**—Chairman, A. S. Cardullo, 24599; Recording Secretary, Al Bernstein, 21065; Reading Clerk, G. Mettling, 49839.

Previous minutes dated July 21, were read and accepted. New Business only of Branches holding regular meetings was read and accepted. Motion by Sanford, 33251, to notify Harry Johnson, Assistant Secretary Treasurer, SUP, to ask all SUP Agents to forward minutes of their Branch meetings to the San Francisco A&G Branch at their new address, 85 Third Street. Second by D. Bell, and several. Carried. The West Coast Representative's report and the Patrolman's report were read and accepted. Under New Business, there was a motion to extend a vote of thanks to the San Francisco Building Committee. Carried. Under Good and Welfare it was decided to follow the Building Committee's report in laying out the new Hall. The Building Committee explained that the delay in opening the San Francisco Hall was caused by the difficulty in finding suitable quarters, and that the final success of the Committee was not the result of good luck, but rather came about through hard work and walking all over town until the right place was located at a reasonable rent. One minute of silence for departed Brothers.

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**BOSTON**—Chairman, J. Greenbaum, 281; Recording Secretary, C. L. MacDonald, 50632; Reading Clerk, J. Arabasz, 29836.

The Boston Branch minutes for July 28, were filed. All New Business of other Branches holding meetings were read and accepted except Puerto Rico, where a motion was made to non-concur with the resolution on the new building, as it was felt that it called for too much money for a building in Puerto Rico, and further that we should set up new Halls in the States first. Ernest Tilley reported that he had been appointed by the Secretary-Treasurer to relieve Brother Siekmann who had asked for leave. He further reported that the membership had been cooperating in hitting the Cities Service ships that come to this area. Negotiations were expected to start with Eastern on a winter manning scale for

the SS Yarmouth. Report accepted. The reports of the Patrolman, Dispatcher, and the Agent's Financial Report were made and accepted. The resolution from Puerto Rico was voted down with 90 bookmen against and none in favor. One minute of silence for departed Brothers.

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**GALVESTON**—Chairman, Val James, 7803; Recording Secretary, Keith Alsop, 7311; Reading Clerk, R. Wilburn, 37739.

Galveston Branch minutes for July 28, and Financial Report for July 31, and August 7, read and accepted. Moved and carried to accept the Treasurer's Financial Reports for July 24, and 31. New Business of Branches holding meetings was read and accepted. Special meetings, Agent's Reports, West Coast and Great Lakes Minutes were accepted and filed. Galveston Agent's, Patrolman's, and Dispatcher's reports were accepted. A wire from the Secretary-Treasurer notifying of the signing of the new contract with the Mississippi Shipping Co. was read and accepted with a vote of thanks to Bull Sheppard, New Orleans Agent. Under New Business there was a motion that profits from the coca cola and cigarette machines be used at the Agent's discretion. Carried. Motion by J. Petro, G-133, that he be allowed to ship. Amended, that Petro go back to Baltimore and square away with the Union if possible, but that if Galveston Branch meeting of July 28th is concurred in up and down the Coast that he be placed in the Social Register. Carried.

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**MOBILE**—Chairman, Oscar Stevens, 115G; Recording Secretary, Jeff Morrison, 24213; Reading Clerk, H. J. Fischer, G-59.

Minutes of meetings held in Philadelphia, New Orleans, and Baltimore were referred to New Business. All other Branch minutes were accepted with only New Business being read. Motion to accept the communication from the Secretary-Treasurer on the signing of the Mississippi agreement, and a vote of thanks was given to New Orleans Negotiating Committee for their good work. The Headquarters Report was accepted. The Agent, Patrolmen, and Dispatcher gave their reports which were accepted. One minute of silence was observed for departed Brothers. Under Good and Welfare, the membership was warned to turn all overtime in within 72 hours as per the agreements. Motion carried to refer the San

Juan resolution to the Headquarters Committee.

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**NEW YORK**—Chairman, Charles Haymond, 98; Recording Secretary, Freddie Stewart, 4935; Reading Clerk, Eddie Parr, 96.

Minutes of previous meetings in other Branches read and accepted for resolution in San Juan proceedings calling for purchase of new Hall there. In discussion, several members pointed out that it was more important that buildings be gotten in other ports first. Brother Dan Butts, former Port Agent in San Juan, held that the locality under consideration was not a good one, and that the price asked was too high. The motion to non-concur carried. Port Agent pointed out that despite lull in maritime, shipping in New York was continuing at fair clip. He also informed membership that the Bernstein Shipping Company was scheduled for a hearing before Maritime Commission, on its application for subsidy to operate two passenger ships to Antwerp and Rotterdam. In verbal report the Secretary-Treasurer announced record gains won in Mississippi contract signed in New Orleans. He also discussed status of negotiations with operators of Atlantic and Gulf Ship Owners Association and declared that the same contract as Mississippi's demanded of them, including the \$12.50-\$25.00 wage hikes and other prominent features. Various matters of general interest were discussed under Good and Welfare. One minute of silence was observed for departed Brothers.

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**NEW ORLEANS**—Chairman, Leroy Clarke, 23062; Recording Secretary, Johnny Johnston, 53; Reading Clerk, Buck Stephens, 76.

New Orleans previous minutes for July 28, read and accepted. New Orleans financial reports for July 31, and August 7 accepted as read and audited. The Secretary-Treasurer's financial reports of July 24 and July 31, read and accepted with exception of San Juan. It was moved to non-concur in that part of the San Juan minutes relating to the purchasing of a new building, and recommended that the Union confine the buying of buildings to the main-land. The Agent reported that the business affairs of the port were in very good shape. In line with the Union's program of saving money whenever possible, the Union has rented the old Hall which it owns at 339 Chartres Street, to Mrs. J. Randall for \$100 per month. It is stipulated that the place is rented on a monthly basis so that in event of strike and the space is needed, the Union can take possession. The Agent further reported that an agreement had been signed with the Mississippi Shipping Co., in which many gains had been achieved for the Union, including a substantial raise, a two-year contract, and the maintenance of the Union Hiring Hall. The report was accepted with a vote of thanks. The Patrolmen reported on various beefs, with nine payoffs, and seven signons in the past two weeks. Accepted. Dispatcher reported 466 registered and 446 shipped. The Secretary-Treasurer's report on the new contract with the Mississippi Shipping Co. was concurred with.

# HERE'S WHAT I THINK...



**QUESTION:** The A&G District of the SIU has signed eight more companies to the same contract previously won from the Mississippi Shipping Company. What do you think of the contract and which of its features do you consider to be outstanding?



**A. GOLDSMIT, Ch. Steward:**

I think our Negotiating Committee deserves the thanks of all seamen for setting up the highest wages and best conditions in maritime history. It's another record gain for the Seafarers. With such a remarkable contract, I think it's damned difficult to pick any particular feature as the best. Our manning scales are guaranteed for two years, something very important in this critical times. And the way has been opened for getting more jobs through elimination of penalty clauses, which other less aggressive unions had been capitalizing on. We've won a lot.



**G. W. (Bill) CHAMPLIN, Bosun:**

The best contract in maritime history has just been signed. It is good, not just because of the pay increased, but it is good because of the conditions that are insured. Making the contract for two years instead of the usual one, is a piece of foresightedness on the part of the negotiators. Often, to those ashore, a contract looks good because it carries a pay increase, but the smooth working of a contract at sea is the real test of the actual conditions under which we work and live. The many clarifications are what guarantees this smooth working.



**HAL (Sandy) WILLIAMS, Oiler:**

From what I have read of it, the contract appears to be about the finest that could be obtained. The wage increases, of course, are okay. So is the two-year duration, with the set manning scales. These provisions show the Union has foresight, especially in view of the state of maritime today. The penalty clauses were wisely amended, because the old provisions had us at a disadvantage. Now we'll be able to get some of those jobs back that have been going to other outfits. And the more jobs we can get at our monthly pay rates the better it will be for our members.



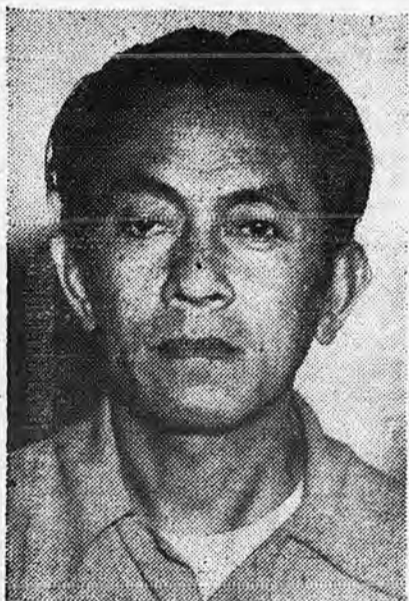
**T. MOYER, Night Cook & Baker:**

The contract just signed, especially with the provision making it run for two years, is a very good one. Every one of its features are outstanding: the wage increases, guaranteed manning scales and so on. The committee used good sense in paving the way for more jobs by amending the penalty clauses that were causing us to lose ships. My only objection is that chances for overtime in the Stewards Department are being narrowed down. I have observed that the men themselves have been responsible by attempting to stretch jobs. I've objected to this right along.



**F. SCHOENBORN, Carpenter:**

We were successful in ironing out several sore points that have been a drawback to us. Now they constitute a strengthening of our economic position for the days ahead. One of our major gains is the two-year contract, replacing the usual one-year agreement. The clause with respect to penicillin was sorely needed. Up to now many men have been in a trying position when they became ill aboard ship. Such won't be the case any more. I believe that, in time, the adjustments in the coal, coke and copra penalty clauses will bring a vast improvement in shipping for Seafarers.



**ANTONIO CRUZ, MM:**

While you'll hear no kick coming from me on all the gains in the new contract, the one part that I most like is the two-year period. As far as I am concerned, the longer the contract is in force the better I like it. Under the two-year set-up the wages, overtime and subsistence can be boosted while the rest of the contract holds fast. This way there is little chance of the operators worming out of any of its provisions. Of course, the manning scale is assured of remaining as it is, thanks to the new clause won by the SIU's negotiating committee.



**ROY GRUNDER, Utility:**

As far as I am concerned the contract is, in general, a big gain for the men of the SIU. As a Steward Utility I'm not too crazy about the part where the Utility is to sougee out passengers' quarters without the payment of overtime. It's a lot of work cleaning these quarters two times a trip. Of course, if the company, through this, is going to add another man to the manning scale, then it's okay with me. I think they should put a man aboard to do the sougee work solely. I'm also solidly behind giving up the penalty pay for coal and coke if it means more jobs.



**ROBERT McQUEEN, Bosun:**

I feel we have a very good contract here, especially since the Bosun receives a \$25 increase in pay. I've been pulled out of my sack too many times in the night for foolish jobs; I'm glad to hear that's now in the past. I've always been of the opinion that a Bosun should get 3rd Mate's pay, or at least a greater differential from the AB. This brings that close into line. I also like the two-year period. The Taft-Hartley law is bad enough, but there's no telling what Congress will try to add to it to make it tougher. This way we're covered for a long time to come.



**JOHN W. RIEBEL, Wiper:**

Any contract that advances the cause of unionism and the welfare of our own membership as this new contract has is 100 per cent okay with me. I've been a member since 1941 and, with each new contract won by our Union, I've seen the membership's well-being improved. With this new contract, the SIU has ably met the threat to our living standard by record wage increases. I think the new coal and copra clauses are more important than many guys will think. It is a move to increase employment for Seafarers and anything that will mean more jobs I endorse wholeheartedly.



**THOMAS CULLY, AB:**

I think that the boost in pay is the most important thing. And I like the feature that enables the Union to reopen talks on wages and other monetary matters. Getting a two-year contract in these times was a smart move. And the two-year provision is made even more important by the fact that the present manning scales are guaranteed for the life of contract. This is additional job security for the membership. I look for other maritime unions to follow our lead. All seamen will eventually profit by our contract, as in the past.