



**Job Protest.** SIU-MEBA picketing against British-flag Salvada in Lake Charles led to top-level meeting with US Labor Secretary Arthur Goldberg in Washington. Unions charged rigging by brokers to bar aid cargoes from US ships. (Story on Page 3.)



**Inspection.** Service counter on main deck of new Houston hall, due to open next month, gets the onceover from Seafarers J. R. Prestwood, J. R. Robertson, M. W. Anderson and J. N. Atchison. New building has been fully modernized. (Story on Page 2.)



**New Stores.** Fresh milk supply for entire offshore voyage comes aboard the Madaket in NY. New "grade A" product, looked over by steward A. Espenada and E. Klingvall, SIU food plan rep., needs no refrigeration other than chilling before serving. (Story on Page 3.)

## NEW SIU PLAN ASSURES MILK ON ALL TRIPS

Story On Page 8

## US Sea Unions Set Global Unit

SPECIAL REPORT  
INTERNATIONAL  
DIVISION • MTD •  
AFL-CIO  
PAGES 11 to 14

Rally World  
Labor Drive  
On Runaways

Story On Page 2

## SIU, MEBA Demand Probe On Charters

Story On Page 3

Hall In Houston  
Ready To Open  
By Next Month

Story On Page 2

SIU Clinic  
Expanded  
To Phila.

Story On Page 17

SIU CONSTITUTION

COMPLETE TEXT

8-PAGE CENTER SECTION

ATLANTIC • GULF • LAKES AND INLAND WATERS DISTRICT • AFL-CIO

# MTD Sets Up New Global Body

**NEW YORK**—Acting to set up an effective program to deal with world maritime union problems, the Maritime Trades Department, AFL-CIO, has formulated plans for an international maritime labor structure. A meeting of the MTD executive board here on Friday, January 5, voted unanimously to establish an International Division of MTD with offices in Latin America, Europe and the Far East.

The new division will embark on an 11-point program to combat runaway-type shipping operations under any maritime flag through close working relationships with unions and maritime workers throughout the free world. It will also work to help advance the welfare of shoreside maritime workers everywhere and to combat the aggressive Communist program in Latin America.

Establishment of an international division was authorized at the last MTD convention, held December 4-6 in Miami. At that time, the 150 delegates attending voted to establish facilities that would promote close relationships between maritime unions on the international level throughout the free world.

Since major maritime unions in the Department—the International Longshoremen's Association, the Marine Engineers Beneficial Association and the SIU—had withdrawn from the International Transportworkers Federation, delegates felt the need to establish an apparatus whereby MTD affiliates could work effectively with their counterparts elsewhere in the free world.

The executive board meeting named Thomas L. (Teddy) Gleason,



ILA vice-president Thomas W. (Teddy) Gleason is executive director of new MTD unit.

## Special Report

This issue of the SEAFARERS LOG contains a four-page section (pages 11-14) consisting of the minutes of the MTD conference in New York on January 5. The minutes contain the following:

- Text of the resolution adopted by the MTD convention in December authorizing a global program.

- A policy statement concerning the relationships between the SIUNA and the ITF.

- The 11-point program adopted by the conference.

The policy statement describes efforts of the SIUNA and other US maritime unions to implement a policy of working to improve the standards of seamen and fishermen of all nations. These efforts were thwarted in large part because the apparatus of the Seafarers Section of the ITF was under the thumb of the National Union of Seamen of Great Britain.

general organizer and executive vice-president of the ILA, as executive director of the new division.

"This new division," Gleason declared, "will fill a long-felt need for a vehicle to develop and implement programs of mutual interest among the unions involved."

"Up to this point there was a vacuum in this area as the result of the ineffectiveness of the International Transportworkers Federation."

### Offices Planned

Plans are underway to open three offices immediately, Gleason said, with additional centers to follow. Initially, the offices will be open in San Juan, Yokohama, and Antwerp. A facility will also be set up in San Juan to serve as a clearing house for the exchange of information and to provide technical assistance.

The MTD resolution under which the division was set up took particular note of the prob-



A portion of the large gathering at the MTD conference is pictured as Leon Schacter, MTD executive board member and vice-president of the Amalgamated Meat Cutters (right), discusses point with MTD president Paul Hall.

lems of Latin America and of the eagerness of maritime workers in Latin America to work in concert with MTD unions in order to preserve free trade unions in that area and to improve conditions for all Latin American workers.

This need is particularly urgent right now because of the extensive effort by the Communist Party to seize control of Latin American labor and, in the process, thwart the "Alliance for Progress" program drafted by the United States in conjunction with the Latin-American governments.

### Step Up Fight

For the seafaring unions, the new International Division offers a medium for a stepped-up fight against Liberian-flag shipping as well as against operations of a

runaway nature under all flags. The maritime unions are particularly concerned about the exploitation of Asian, African, and Latin American crews by both American and foreign-flag runaway-type operators. This exploitation threatens the hard-won gains of organized seamen everywhere, particularly those of American and Canadian seamen.

### Separate Wage Scales

It is a widespread practice for shipowners of many nations and, in particular, British-flag operators, to pay alien crews far less than wages paid their own nationals, a practice which is unfair to all seamen. Up until now, efforts by the American unions to coordinate a program against these practices through the ITF have not been successful.

## Houston Ready To Open

**HOUSTON**—The newest hiring hall in the Union's program to provide modern facilities in all major shipping centers is due to open here next month. Seafarers who sail from this booming port will be serviced out of a completely-remodeled two-story building located at 5804 Canal Street

at the corner of Norwood.

The hall should be ready about mid-February, but not in time for the February 13 membership meeting here, which is scheduled a day late because of the Lincoln's Birthday holiday. The opening comes less than a year after completion of the brand-new New Orleans hall last April.

### Other New Halls

Other SIU halls were opened in Port Arthur, Texas; St. Louis, Mo., and Point Pleasant, West Virginia, to further Union organizing campaigns in these areas, and a hall was re-established in Tampa to service activities in Florida. Another new building was also completed in Philadelphia during the fall of 1960.

Located on a 100' x 75' plot, the new hall in Houston is 16 blocks

closer to the turning basin, main piers and grain elevator than the old SIU facility at 4202 Canal. The heart of the building, the hiring hall, is located on the main deck of the fully air-conditioned structure.

The main deck concentrates most of the Union's functions and offices in one centralized area. The top floor will be a wide recreation area which can double as a meeting and assembly hall. Besides the hiring hall, the main floor holds a

conference room, general business office, dispatch counter, agent's office and a vault to store Union records.

Seafarers who have baggage at the present hall are reminded that the new building has no facilities for a baggage room and they should pick up gear as soon as possible. In addition, the move to the new hall will not affect the location of the SIU clinic, which continues in its separate location at 605 Medical Towers.



Trying it out for size, Seafarers J. R. Prestwood, J. R. Robertson, W. Hightower and J. N. Atchison, with Houston SIU agent Paul Drozak (left), look over display board where shipping cards will be posted in the new hall. Hiring hall is located near main entrance to building.

## ILA Eyes Annual Wage Guarantee For Dockers

The International Longshoremen's Association will seek a guaranteed annual wage in this year's negotiations covering stevedoring operations in the Port of New York. The plan is being mapped out to counter "widespread evasion" by the shipping lines of a royalty fund on container cargo loaded or unloaded away from the piers.

ILA vice-president Thomas W. (Teddy) Gleason said the operators are not living up to the container royalty program, which was established to ease the affect of job losses caused by mechanization in cargo-handling. He charged that other new techniques, including increased pre-palletizing of general cargo, were designed to bypass the fund. Royalties range from 35c to \$1 per ton on container cargo.

The guaranteed wage drive would cover longshoremen with established seniority status, or about 20,000 of the 30,000 dockers now registered in the port. The ILA agreement expires next September 30 but negotiations will begin on many issues well in advance of this date.

In a separate statement, Gleason slapped down charges by the National Maritime Union that formation of the new International Division of the Maritime Trades Department would "play into the hands of the Communists." He called them "ridiculous" in a letter to NMU president Joseph Curran. "It would seem to me that before you throw such charges around you would examine your own record first on this score," Gleason stated. The ILA vice-president, serving as executive director of the new global group, said the NMU charges were "a slap in the face to the ILA" when matched to its long-standing anti-Communist record.

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Aboard the Madaket, first SIU ship to store new fresh milk product for offshore use, Seafarer Jeff Sawyer, OS (left), gets a sample of the grade A beverage from John Nash, 2nd cook. SIU food plan rep. Eric Klingvall looks on, waiting turn with his glass. Ultra-pasteurization process means milk can be stored without refrigeration.

# SIU Plan Assures Fresh Milk Supply On Offshore Runs

Pioneered by the SIU, a brand-new shipboard feeding benefit that began January 1 guarantees all Seafarers at least one pint of fresh milk daily for the full length of any offshore voyage. The new milk guarantee is in addition to the supply of fresh milk that must be available on coastwise runs and in continental US ports and that must be aboard on sailing day prior to departure from a final port.

First of its kind in maritime, the milk guarantee is an expansion of the feeding program based on the use of pasteurized grade A fresh milk packed in sterile cans.

This milk can be stored aboard ship for an indefinite period without refrigeration.

### 'Super-Heating' Process

The raw milk used is the same as milk packed in bottles except that it is super-heated during processing and then sealed in tins instead of glass or paper containers.

Recently perfected in the US, the process was first instituted in Switzerland and is known as "Uperisation."

All SIU companies are now storing the fresh milk, which is available through distributors in all port areas. The first SIU vessel to take on the new product was the

Madaket (Waterman), which was docked at the Brooklyn Army Base before heading offshore. The cases of canned fresh milk were stored away without refrigeration and will be broken out as needed.

Use of the new canned fresh milk is designed to do away with the problem of purchasing and handling milk in different foreign ports where facilities, supplies and quality are limited. The ultra-pasteurized milk tastes the same as fresh and laboratory reports specify its high butter fat content.

### Ready To Drink

The milk is ready to drink as poured from the can, but should be served chilled in pitchers since brief exposure to air gives the sterilized product an added fresh flavor. The processing method involves heating by steam injection to temperatures almost twice that of regular pasteurization, hence the "ultra-pasteurized" label. Special canning units are utilized during packaging to maintain complete sterilization.

The milk can keep for at least two years without refrigeration and samples have reportedly been kept for as long as six years without spoilage.

## PHS, Foreign Aid Rise Only Gain In New Budget

WASHINGTON—Continuing the go-slow course charted by the previous Administration, Federal budget planners have proposed a fiscal 1963-outlay of a little over \$300 million in specialized aid for the shipping industry. The total includes \$225 million in operating money and a bare \$50 million for ship construction. (See story on Page 5.)

Despite all the expectations for the first budget completely sponsored by the new Administration, the proposals show there is still no Federal recognition of the changing character of the nation's foreign trade. There was no allocation for bulk cargo operations of any kind.

The bright spots in the new budget are limited to a slight rise in the appropriation for the US Public Health Service facilities plus a \$1.1 billion increase in foreign aid.

### Cargo Share

Under a properly-administered "50-50" law, US-flag vessels can hope for an increased share of cargoes if the expanded aid program is approved. The \$50 million earmarked for the USPHS indicates no cut-back in service is planned now, reversing an earlier trend.

### Operating Subsidy

Proposals to provide \$225 million in operating subsidy funds represent an increase of \$33 million over the previous budget. The additional funds will cover higher operational costs and do not foretell any significant rise in the number of companies receiving operating aid, although there are six applicants, including Waterman and Isthmian, at the present time.

Unlike previous budgets, this one did not even go through the motion of earmarking funds for new applicants or new services, as on the Great Lakes.

### MSTS At Same Level

The budget figures also reflect continuation of the Military Sea Transportation Service at practically the same level as before and, on the domestic side, show no special concern with the shrinkage of the domestic and inland waters fleet. Tax structures were re-shuffled to provide some relief for the railroads and airlines, but, in the process, user charges are proposed on the waterways for tug and barge operators.

## SIU, MEBA Hit Charter Policy

A demand for a Government investigation of ship chartering procedures on foreign aid cargoes has been made by the SIU and the Marine Engineers Beneficial Association.

The demand was an outgrowth of the two unions' action in tying up the British-flag Salvada for 23 days at Lake Charles, La., to protest the loss of cargo by an American-flag vessel.

In identical telegrams sent on January 25 by SIUNA president Paul Hall and MEBA secretary-treasurer Jesse Calhoun to responsible officials of several major Government agencies, both unions charged that a group of five ship brokers has been handling foreign aid charters in a manner that obstructs proper enforcement of the "50-50" law.

### Loose Procedures

After detailing the loose and slipshod procedures enabling the brokers to select any ship operator they please to carry the Government cargo, the unions called for

an investigation in these areas:

- Relations between foreign missions and brokers.
- Manipulation in the assignment of Government-financed cargoes.
- Abuses of waivers allowed under the "50-50" law.
- The desirability of instituting standard sealed bidding procedures under the supervision of appropriate agencies.

The telegrams cited efforts by the brokers to dictate to the US Department of Agriculture that their services must be employed in shipping Government cargo. They also described "extremely loose methods of issuing charters which . . . open the door to irregular, informal arrangements" involving millions in US funds.

"As far as we know," the union officials said, "this is the only Federal program of expenditure which does not require a system of sealed bids. Any efforts by shipping groups to alter this bidding procedure in any shape or form have met with violent objections from the brokerage group involved."

As a result of the Salvada picketing, a meeting was held in Washington on Tuesday, January 23, under the auspices of US Secretary of Labor Arthur Goldberg. It was attended by Undersecretaries of State and Agriculture and representatives of specialized agencies involved in moving US aid cargoes overseas. AFL-CIO president George Meany also participated along with Hall and Calhoun.

At the meeting, the union representatives submitted detailed documentation about the slipshod, unsupervised handling of ship charters which has deprived "50-50" cargo from large segments of US shipping. The charges against the brokers were widely discussed at the Washington meeting.

## 5,000 Taxi Teamsters Join SIUNA

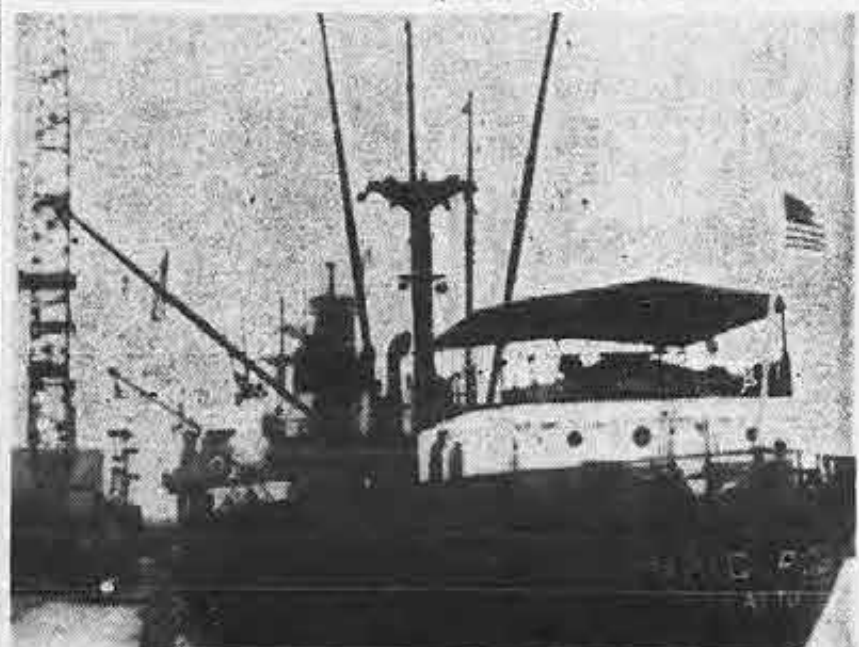
CHICAGO—The membership of the Seafarers International Union of North America rose to 75,000 this month when the international chartered a 5,000-member taxi drivers local which had left the Teamsters Union.

Chartering of the taxi local follows the affiliation of the 6,000-member Seamen's and Waterfront Workers Trade Union in Trinidad in October. Last June, the Virgin Islands Labor Union, with 1,700 members, also joined the SIUNA.

The charter was presented January 18 by SIUNA president Paul Hall to Dominic Abata, who was elected head of the taxi local in July when the union quit the International Brotherhood of Teamsters and decided to seek affiliation elsewhere.

Attempts were made by a group of IBT representatives to disrupt the meeting where the charter was being presented, but the disruption was quickly quelled.

In separate action last year, a local of milk drivers in Cincinnati voted to leave the IBT and ultimately was presented a charter by AFL-CIO president George Meany. The SIUNA charter for the cabmen means that the local retains its full autonomy and is entitled to a seat on the executive board of the international.



US-flag Olympic Pioneer is pictured at dock in Lake Charles near site of Salvada picketing. The American vessel took on part of bagged rice cargo originally marked for the British ship after the labels were changed.

## INDEX

### To Departments

- The Canadian Seafarer —Page 4
- The SIU Inland Boatman —Page 5
- A&G Deep Sea Shipping Report —Page 6
- SIU Safety Department —Page 7
- The Great Lakes Seafarer —Page 7
- SIU Food, Ship Sanitation Dep't —Page 8
- The Pacific Coast Seafarer —Page 8
- Editorials —Page 10
- The SIU Industrial Worker —Page 15
- The Fisherman and Cannery Worker —Page 16
- SIU Social Security Dep't —Page 17
- SIU Medical Department —Page 18
- Shipboard News —Pages 19, 20, 21

# SIU Crews Two More Grain Ships

Two more ships have come under the SIU banner as a result of the increase in the grain shipping business which has trickled down to American-flag vessels this winter. Seafarers crewed the Penn Exporter and the Anji in New York and took the vessels on grain runs to Pakistan and the United Arab Republic.

The Penn Exporter, owned by the SIU-contracted Penntans Company, is one of three vessels that came back under the US flag late last year. She had been under the Norwegian flag as a tanker and was converted to bulk cargo. Brought to the States by a German crew, the Exporter took on an SIU crew and then sailed to the Gulf to load grain for Karachi.

The Anji, a Liberty owned by a newly-contracted company, Seafarers, Inc., is the former W. L. McCormack. She also loaded in the Gulf and then headed for the UAR.

Grain movements have been the high spot of cargo activity in recent months, but since many tankers have abandoned the oil trade to stay in the bulk dry cargo service, more freightships are being idled. The tankers are more popular for bulk movements due to their larger cargo capacity. Despite a cold winter and expected record demands for oil, there are more than enough tankers available to handle the seasonal petroleum movement.

## A Family Time



Seafarer Casey Kaust and his family visit SIU headquarters before appointment at optical center where the whole gang was due for an eyeglass exam. Pictured (l-r) are Richard, 7; Jan, 6, Karen, 9; Seafarer and Mrs. Kaust, with Lori, 4. Dad is off the Cities Service Miami.

## Co's Urge US Halt Study, Start To Act

WASHINGTON—Citing the sharp decline in the size of the American-flag shipping fleet, the American Maritime Association has urged the Government to "stop studying and begin to act" before it's too late. "Otherwise," it warned, "some day soon, a Government study of the merchant marine will turn out to be an obituary."

In an appearance before the Maritime Evaluation Committee of the US Department of Commerce, Max Harrison, AMA president, criticized "Governmental indifference" across the board in all agen-

cies "charged with the protection and promotion of the maritime industry."

Further suggestions concerning Government aids, regulation, organization, technology and other needs of the US-flag fleet were invited by Boyd Ladd, project director of the committee set up by the Secretary of Commerce last year. The committee has been studying maritime problems as the basis for recommendations to Commerce Secretary Luther Hodges and President Kennedy.

A report covering the nation's transportation industry, including maritime, has been prepared and is expected to form the foundation for the President's special message to Congress later this winter on transportation problems.

The AMA represents shipping companies operating approximately 300 US-flag ships in the deep-sea and Great Lakes trades. It was established last year by operators under contract to the SIU and the Marine Engineers Beneficial Association to work for the improvement of the industry.

## SIU MEETINGS

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

- New York Feb. 5
- Philadelphia Feb. 6
- Baltimore Feb. 7
- Detroit Feb. 9
- Houston Feb. 13
- New Orleans Feb. 13
- Mobile Feb. 14

Monthly informational and educational SIU meetings for the West Coast membership have been authorized by the Executive Board, starting at 2:00 PM, and are scheduled in February as follows:

- Wilmington Feb. 19
- San Francisco Feb. 21
- Seattle Feb. 23

# THE CANADIAN SEAFARER



## Shipping-Wheat Combine Broadens Runaway Drive

TORONTO—The runaway shipping in the Great Lakes, which was protested by unemployed Canadian seamen during the 1961 season, is part of an ambitious program of the giant Norris Grain Company, owned by American and Canadian interests.

Two of the Norris Grain runaways, the Northern Venture and the Wheat King, became well-known during 1961 when they were effectively tied-up by picketing protest actions. The company tried to prevent picketing of the ships through court injunctions, but efforts at getting the restraining orders withdrawn were successful at Halifax, NS, and Three Rivers, Que., on separate occasions.

However, Norris Grain, through a tangle of dummy corporations, continues to register ships plying the Canadian trade under Bermuda, Liberian and British runaway flags. The latest runaway scheme of the company employs the Federal Monarch, a 27,000-ton ship built in Canada, registered under the British flag and engaged in the Canadian and US East Coast tanker trade.

### Figurehead Operator

The Federal Monarch, as many of the Norris Grain runaways, is reportedly operated through the office of J. D. Leitch of Toronto, a director of Norris Grain involved in many of the company's runaway firms. The owner of record of the Federal Monarch is Maple Leaf Mills, Ltd., a Norris subsidiary.

Other companies in the Norris complex include Upper Lakes Shipping, Leitch Transports, Do-

lisco Ltd., Canada Bread Ltd., and such runaway firms as Northern Bahamas Ltd., Island Shipping and Trans-Lake Shipping.

Earlier last year the Leitch-Norris Grain combine outfitted the 10,400-ton Hilda Marjanne, originally built in the US, for the Great Lakes trade under British registry. Protests by unemployed seamen in Canada succeeded in halting the vessel after she had made only two voyages.

## Fast Work On Rescues Saves Lives

MONTREAL — Canadian SIU crews took part in dramatic rescues in the Great Lakes and on the Pacific Coast this winter.

Outside of Victoria, British Columbia, the crew of the Kingcome Navigation tug J. S. Foley acted in time to save one of their shipmates from drowning.

The tug was bound for port when a 40-knot gale struck. The second mate, Joe Quilty, was knocked into the water with such force that his lifejacket and shoes were ripped off.

### Maneuvered Vessel

Ralph Smith, skipper of the Foley, maneuvered the vessel to the spot where the mate was floundering in the frigid water and the crew quickly pulled him aboard. The whole operation took only eight minutes.

On another occasion, the Lakes crew of the SIU-contracted R. O. Petman saved two young American duck hunters outside of Toronto just before Christmas.

The pair was spotted 12 miles offshore by the Petman's alert lookout. They were drifting in a small rubber kayak and suffering from exposure.

When the two were pulled aboard, all hands dug into their seabags to come up with a replacement outfit. Thanks to quick action by the SIU crew, the families of the two young men celebrated Christmas instead of mourning a tragedy.

Canadian Seafarers, members of the SIU of Canada, are a vital element in the maritime picture generally and in the SIU family of unions. They man ships under the Canadian flag across-the-board—deep sea off the Atlantic Coast, on the Great Lakes and the Seaway. The Canadian SIU also represents large groups of Canadian tugboatmen, dredgemen and allied crafts. The Canadian District works closely with the other SIU unions throughout North America and the mutual relationship has been of great advantage to all SIU members.

## New Ships Ready Soon

QUEBEC — Two new vessels which will be manned by SIU of Canada members are scheduled for delivery this Spring.

The Menier Spring, a new pulp carrier in the Anticosti Shipping fleet, is being built at Davie Shipbuilding yards at Lauzon, Que.

The vessel will measure 301 feet, has a 50-foot beam and will draw 15 feet. The new ship will be powered by a 1,400-hp. engine which will give it a service speed of 11 knots.

Another newcomer scheduled for launching at Spring fit-out time is a large Lakes carrier for the Hall Corporation of Canada. As yet unnamed, the Laker is also being built at the Davie yard.

## SIU Canadian District Halls

- FORT WILLIAM, Ontario.....400 Simpson St. Phone: 3-3221
- HALIFAX, N.S.....139 1/2 Hollis St. Phone 3-8911
- MONTREAL.....634 St. James St. West Victor 3-5161
- QUEBEC.....44 Sault-au-Matelot Lafontaine 3-1569
- THOROLD, Ontario.....82 St. David St. Canal 7-3212
- TORONTO, Ontario.....272 King St. E. Empire 4-3719
- VANCOUVER, BC.....289 Main St. ST. JOHN, NS.....177 Prince William St. OX 2-5431

## THE INQUIRING SEAFARER

QUESTION: What is the reaction to American travelers in foreign ports these days?

F. Camacho, engine: In some places, like St. Nazaire in France, the people aren't very friendly and don't seem to like Americans very much. But people in Bremerhaven and in Dutch ports such as Rotterdam are pretty good to Americans; they seem to welcome us. Americans are also pretty well received in Far East ports too.

Domingo La Llave, deck: India is a good place for American travelers, but Spain is the best country as far as the reaction to Americans is concerned. I've been to Ethiopia and the people there seem to like Americans and most other foreigners. In the Near East, Americans are most welcome in Iran.

Domingo Jartin, engine: Everyone likes you as long as you have some money in your pocket, no matter where you are and what nationality you happen to be. It's the same old story it's always been. If you don't spend money, the people are courteous enough, but they don't want to bother with you for long.

George Wilkey, deck: Americans are received with open arms in foreign ports. The people figure here comes a couple of thousand dollars to straighten out the local economy. I've been to Okinawa recently on a tanker, and to Singapore and Trinidad on the same run. It's hard to really know what people think if you are in port just a few hours.

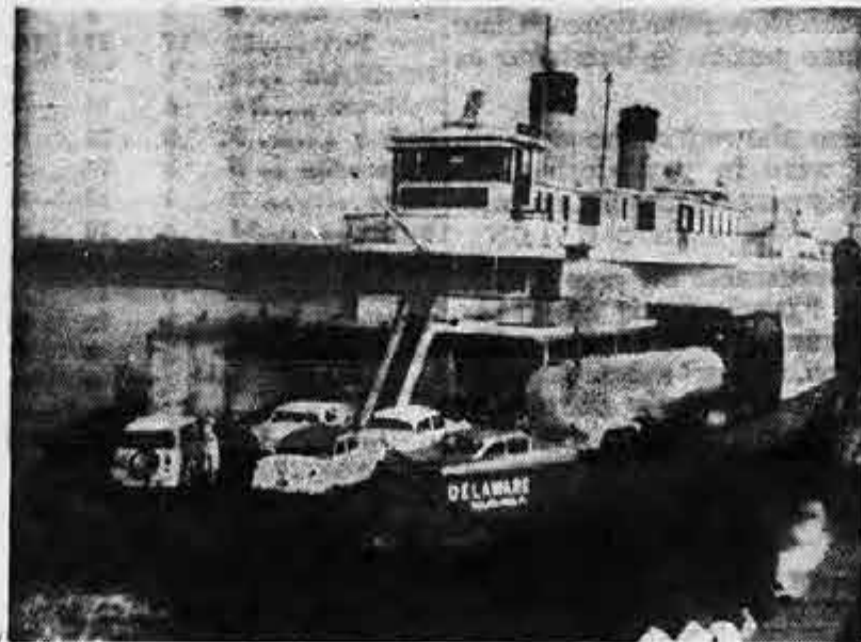
Daniel Alvino, deck: Wherever you go, the reaction to Americans is lousy. It's been that way for a long time and it hasn't changed a bit. I've gotten that impression on round-the-world runs at almost every port we have hit. South America, ditto: they don't like us.

Victor Perez, steward: It depends on the country and the port. Bombay is OK for Americans. Spain and Italy are the best, though. I've just come from there and they treat Americans very well. Egypt is not so good because the hustlers for some joints won't leave you alone. A lot of American seamen just don't go ashore in Egypt.



# THE SIU INLAND BOATMAN

## Chester Ferry Run Safe, Won't Close



Still running, the Delaware is one of two IBU-manned ferries serving Chester, Pa., and Bridgeport, N.J.

PHILADELPHIA—The life of the Chester ferries manned by the SIU Inland Boatmen's Union has been extended through 1962 pending action by the Pennsylvania and New Jersey legislatures.

Strong protests by the AFL-CIO Maritime Trades Department and aroused civic groups kept the 31-year-old service operating past two scheduled closing deadlines.

A meeting this month between political leaders and officials of the Delaware River Ferry Company reached tentative agreement on a program of state subsidies that would provide \$100,000 to keep the ferries running this year. Each state would contribute half.

Legislation has already been prepared and put before New Jersey lawmakers in order to get the emergency aid program started. An arrangement has also been worked out between the two states to provide the necessary payments since the Pennsylvania state legislature is not able to act on similar legislation this year. It is expected the IBU-contracted company will be put under the

jurisdiction of the Delaware River Port Authority starting in 1963.

Labor and civic efforts sparked continuation of service between Chester, Pa., and Bridgeport, N.J., after December 1 and then January 1 while IBU members kept running the lines two ferries.

### No Alternate Routes

Hard-pressed to find efficient alternate routes of transportation across the Delaware, civic groups from the area paralleled labor protests against the proposed shutdown.

Company spokesmen said the main factor leading to the proposed closing was the planned construction of a bridge at Chester. The company owns four ferryboats but had only been operating two, the Delaware and the Jersey Shore, in the service. At times in the past, up to seven boats were being used.

Twenty-five IBU members are employed in various capacities aboard the two ferries.

## New Wins Spur Union Pact Drive

HOUSTON—Key organizing victories and pace-setting contracts have been won by the SIU Inland Boatmen's Union for boatmen in two companies here plus three others in Norfolk and Philadelphia.

The IBU showed its strength here as employees of George E. Light & Co., Seabrook, Texas, voted by a 10-4 count for union representation in National Labor Relations Board balloting. Light operates six boats and has 18 boatmen.

### Service Offshore Oil Rigs

Its fleet services the offshore oil drilling rigs of Humble Oil, a nationwide outfit of which Esso (Standard Oil of New Jersey) is a major division. IBU has several contracted fleets which service offshore rigs in the Gulf.

Tugs, Inc. of Houston also signed the first union contract in its history after a check of IBU pledgecards. A new pact runs through April, 1965, and provides for three separate wage reopeners, beginning this July. It operates one tug.

In Norfolk, top wages and manning scales were won by the IBU at Capitol Transportation, following up an NLRB election victory in August. A two-year agreement went into effect on January 1 and calls for an across-the-board increase in July. Capitol employs 14 boatmen on one tug and two oil barges. It has announced plans to add one tug that would provide jobs for ten additional men.

### Card Check-Off Wins

Pritchard Towing of Norfolk has also recognized the IBU as bargaining agent for its boatmen after a card check-off. The company runs one tug and negotiations will begin soon.

Formerly non-union, Delaware River Lighterage in Philadelphia has signed with the IBU for an agreement expected to mean an overall 20-25 percent boost in workers' take-home pay by May of this year. Other first-time advantages include an eight-hour day, Saturday pay, overtime and welfare benefits.

## Shipbuilding Aid Slashed As Automation Gets Push

WASHINGTON—Automation at sea is gathering momentum as the proposed new Federal budget puts the brakes on new US shipbuilding. The budget proposals would cut shipbuilding subsidies in half, down to \$50 million from the \$98 million approved last year.

The Administration is counting on almost \$64 million in "carry-over" funds from 1961 to make a start on up to 18 new vessels during the fiscal year beginning in July.

Thirteen new vessels are expected to be the maximum ordered during the current fiscal period ending June 30, of which six are already on order. All of the ships involved are for existing subsidized operators.

The total would be only 31 merchant ships in two years. A minimum of 30 new ship contracts is said to be necessary every year both to keep the merchant fleet

adequately modern and the nation's shipyards operating at a minimum for national defense.

### Research Funds Cut

In the research and development section of the new budget, where automation starts, \$5.5 million has been requested. This is \$1.4 million less than last year, probably because of the completion of work on the atom-powered NS Savannah.

Heavy emphasis is being placed on developing mechanized vessels, however. Maritime has earmarked \$850,000 from unobligated funds in the last budget to develop an automated bridge control panel and hopes to start on a \$17 million fully-automated prototype cargo ship this year and put it to sea in 1965.

### Automated Japanese Ship

The Japanese already have a ship with automated controls, the Kinkasan Maru which docked in New York a few weeks ago on its maiden run. In urging development of automated cargo vessels to promote US competition with other maritime nations, Maritime Administration Administrator Donald W. Alexander noted that this ship features both remote and automatic control equipment.

"The automatic system emphasizes engine remote control and policing of various machinery in the engine room. On the bridge four decks above, the turning of a single knob can automatically shut down the plant," he stated.

## Guinea Row Hikes War Risk Rates

The increased tension between the Netherlands and Indonesia over control of New Guinea may cause a curtailment of shipping into the disputed area.

Vessels operating in Southwest Pacific and East Indian waters close to the troubled area are now subject to war risk insurance coverage, according to the underwriters.

So far there have been no sailing cancellations or diversions from the area but cargoes bound for Indonesia may now have difficulty lining up necessary tonnage. The cost of the war risk coverage may make operators think twice about committing vessels to this trade, with the situation likely to worsen at any time.

Indonesia has made no secret of its desire to take over the disputed portion of New Guinea. The reluctance of owners to commit ships to the trade also hinges on the chance that a vessel may be detained if it gets caught in a war zone.

## Future Edition To Carry Rules

Publication of the revised shipping rules under the contract between the SIU and its contracted operators has been postponed due to the pressure of other news and features in this issue of the LOG. The revised rules, incorporating all actions of the Seafarers Appeals Board to date, will be published in the future. SAB actions and copies of the rules are available and posted in all shipping halls.

## N'Orleans, New York Gather On Xmas Day



Christmas dinner was again an occasion for the traditional "spread" in all ports. At New Orleans (above and top row, right) were SIU veteran Wally LaNasa, his son, Seafarer Douglas LaNasa, and their families. Alongside (l-r), L. Manry, J. Demars, Seafarer and Mrs. D. Marine, "Scotty" McDiarmid, P. Pickard, Mrs. E. Engman.



In New York, Seafarer and Mrs. D. Blomstein and children (left), Charles and Geo. Gerczyk, Ed Misakian, J. Bewley, C. Johnson (above) were part of turn-out.



# THE GREAT LAKES SEAFARER



## Winter Runs Break Routine Of Lay-ups

DETROIT—Winter's stillness settled over most of the Great Lakes by the end of December as virtually all shipping operations ended and the annual lay-up of SIU-contracted vessels was completed.

With the exception of "winter run" vessels which are in operation throughout the year, all ships were contacted by patrolmen to settle any last-minute beefs before the mothball operation was completed in the major lay-up ports of Toledo, Buffalo, Manitowoc, Sturgeon Bay, Detroit and Sandusky.

In addition, the SIU put its union halls in Duluth and Cleveland into mothballs until the spring fit-out. The remaining halls in eight ports will continue to be open during the winter to service members and vessels.

Operating on the winter run on

Lake Michigan out of Frankfort are the Ann Arbor carferries, the Milwaukee Clipper, the Clark Milwaukee, the Tanker Detroit and the Chief Wawatan. On the Detroit-Toledo run, Boland's Ben Calvin has the winter assignment while Browning will operate the Sparkman Foster and possibly the W. Wayne Hancock, depending on business commitments.

Patrolmen urged crews to fill out the lay-up lists so that job calls at the spring fit-out would be expedited. Patrolmen will return at fit-out time to make sure that job assignments are made according to seniority within each fleet, as provided in SIU agreements.

The Great Lakes Seamen's Appeals Board is right now preparing for the annual mid-winter issuance of job seniority ID cards, which are scheduled to be mailed out by February 1, 1962. The cards will serve a double purpose by also identifying the holder as a member of the Great Lakes Seamen's Welfare Plan.

In cases where a man has accumulated seniority status with more than one company, he will have to choose which company he wants to remain with, as this is a requirement of the program. Seniority ratings will be effective for a year.

## Welfare Okays Full Benefits

DETROIT—The Great Lakes Seamen's Welfare Plan has assured SIU men who worked for the Nicholson Transit Company during 1960 that their work time is valid for welfare benefits.

While the company went out of business before the 1961 navigation season opened, the trustees ruled that all time worked aboard Nicholson vessels in 1960 is valid for benefits inasmuch as the company signed a collective bargaining agreement for that year and was also a signatory to the welfare trust agreement.

Without the trustees' ruling, seamen who had worked for Nicholson and did not accumulate 90 days of seetime with another SIU-contracted company would have been ineligible for benefits.

## Heating Beef? Get It Logged!

Seafarers are reminded that when heating or hot water beefs arise, an entry in the ship's log is good insurance until the matter can be resolved. Whenever hot water or heat runs out, the beef should be presented by the delegates to the chief engineer and the captain and recorded in the log-book. No beefs of this nature should be allowed to run over for days in port. They should be reported promptly.

## NEW ORDER TIGHTENS '50-50' CARGO RULES

WASHINGTON—A new government order tightening up procedures under the "50-50" cargo law is expected to greatly improve American-flag shipping. It provides that the US will pay the freight bill on foreign aid shipments only when they move on American-flag vessels.

The order, issued by the Agency for International Development (AID) of the State Department,

plugs up some of the loopholes in the Government's "50-50" program and in its freight payment policy, actions long sought by the SIUNA and the AFL-CIO Maritime Trades Department to bolster the US-flag merchant fleet.

The change in AID policy was announced as a step taken by the Government to ease the drain of dollars from the US economy and help correct the balance of payments.

Government agencies which generate foreign aid cargo have been advised that every effort must be made to move AID shipments on American vessels. Essentially, the new policy provides that the American Government will pay ocean transportation costs only on AID cargo shipped in American bottoms. The recipient countries will have to take care of the freight bill when cargo is shipped in foreign-flag vessels, whether their own or those of "third party" countries.

Previously, a "timely delivery" provision in the US foreign aid program was the major loophole.

In order to insure timely delivery of AID cargo, the US will advance money for shipment in foreign bottoms when convenient US-flag transportation is not available. However, the receiving country must refund to the US on demand payments made for foreign-flag shipping.

Included in the order is a reminder that host countries must move at least half of AID-financed cargo (separately as to liners, tramps, and tankers) in US-flag ships in those trades where the "50-50" law applies. Transport costs of this cargo are all paid by the US.

## SIU SAFETY DEPARTMENT

Joe Algina, Safety Director



## Home Wiring Can Be A Hazard

It's no secret that off-the-job accidents take at least as heavy a toll of life and property as work mishaps, although no one can minimize the problem of on-the-job injuries in any industry. However, it's good to keep in mind what can happen along "Main Street" because, as more and more Seafarers become established homeowners with families and a sizeable stake in community life, they run into many of the same problems shoreside workers face.

For example, consider a wiring check-up for your house. Chances are your house is inadequately wired. Four out of five houses are, according to wiring experts. If your house is five years old, it may be underwired; if it was built before 1940 it most certainly is unless you have rewired. For you are probably using twice as many appliances now as you did then.

Electrical drain can overload wires and send your house up in smoke. Wires, forced to carry heavy loads of electricity, become as red hot as those in a toaster. Eventually these heated wires leave wood and insulation between walls tinder dry. One day the hot wire may spark a smoldering fire that remains unnoticed for days, then unexpectedly bursts forth.

Think of your wiring as being similar to water piping. Regardless of how much water pressure there is, you only get a small stream from a small pipe. Wires are much the same way. How much electrical energy a wire can carry is limited by the wire's size. When you plug several appliances in one circuit, you make the wires on that circuit carry loads too large for their size. The only thing left for them to do, as Edison knew when he invented the light bulb, is to become hot and light up.

Every house needs three kinds of circuits:

(1) General purpose circuits for lights and small appliances such as radio, clock and vacuum cleaner. These items take little electricity and several can operate from one circuit. You should have one circuit for every 500 square feet of usable floor surface and if possible one for every 375 square feet.

(2) Appliance circuits for convenience outlets in the kitchen-dining area. These take appliances such as toaster, coffee maker and mixer.

(3) Separate circuits for each item of fixed equipment such as range, automatic washer, air conditioner, dishwasher, food freezer.

You can determine whether your house is wired adequately by checking the wattage on each circuit to see how it matches recommended limits. If this check-up shows your house is dangerously underwired, call a local electrician who will tell you what needs to be done. Until you do, you won't be free of the worry that potential fire is present in your house.

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

## SIU Backs Building Trades Unions



Seafarers and longshoremen take part in mass AFL-CIO picketing demonstration at General Post Office in Brooklyn in support of NY building trades beef against substandard operation by a non-union contractor. SIU president Paul Hall (center) and other Union representatives were on hand to join other NY trade unionists despite wet, cold weather.

## SIU Assist Aids IBEW, UAW Beefs

The SIU upheld its tradition of strike assistance for other unions during recent weeks when it joined the Maritime Port Council of Greater New York in separate actions involving locals of the United Auto Workers and the International Brotherhood of Electrical Workers.

UAW Local 365, with 700 members at the Harris Intertype plant in the New York Dock building, struck in November when the company refused to agree to any wage, vacation and adequate severance pay provisions in a new contract.

Located in one of the largest waterfront installations in NY, the plant was shut down tight soon after Local 365 called on the Port Council for support. SIU affiliates provided the strike committee with suggestions on picketing marine facilities, with the result that nothing is now moving in or out of the plant.

In the electricians' beef, IBEW Local 3 has been protesting a substandard job by a contractor doing renovating work at the General Post Office in Brooklyn. Seafarers and members of the International Longshoremen's Association, on behalf of the Port Council, took part in a mass union demonstration at the site to focus attention on the recruiting of workers from an "independent union" with no regard for union scale and benefits.

## Great Lakes Shipping

November 11, 1961 Through December 9, 1961

Port	DECK	ENGINE	STEWARD	TOTAL
Alpena	11	17	4	32
Buffalo	11	16	7	34
Chicago	28	10	7	45
Cleveland	3	2	—	5
Detroit	67	30	19	116
Duluth	8	5	5	18
Frankfort	39	36	18	93
<b>TOTAL</b>	<b>163</b>	<b>113</b>	<b>60</b>	<b>336</b>

# 'JINX RUN' HOLDS TRUE

ACAPULCO, MEXICO—The new owners of the runaway liner Nassau, now renamed the Acapulco and refitted for cruise runs from here to Los Angeles, were just about ready to give up on the future of the 15,043-ton ship last month—and with good reason.

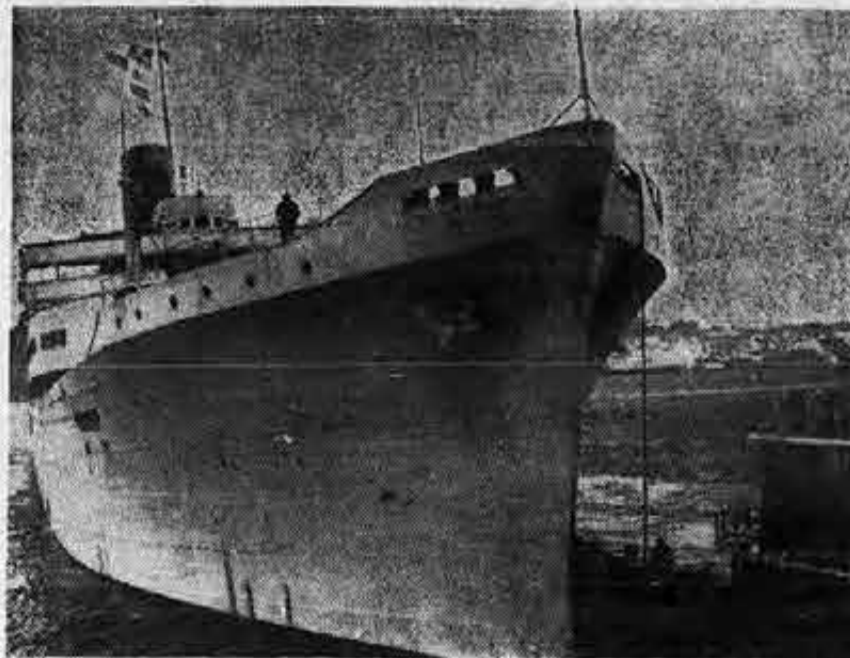
Naviera Turistica Mexicana had spend about \$1 million overhauling the vessel for the Acapulco cruise trade but, before starting this service, scheduled one Caribbean cruise out of New York. Accordingly, the ship steamed into the city just before Christmas, took aboard 450 passengers and supplies and was ready to sail until the Coast Guard stepped in and refused clearance.

The Coast Guard said the Acapulco did not meet minimum US safety standards applied to vessels of nations that had not signed the 1948 international convention on safety of life at sea. Although the company protested that Mexico had just signed the pact, the CG noted that there was a three-month waiting period before the treaty could take effect.

### No Passengers

It seemed for a while that the "jinx" on ships working the cruise trade out of this port was at work again, as the Caribbean run had to be called off, passengers were left adrift and the ship headed here empty to await developments.

In the end, the US State Department came through and advised the Coast Guard that Mexico was bound by all obligations of the international safety treaty and clearance should be extended to all its vessels, including the Acapulco. The State Department said the problem was surmounted by the signing of a separate agreement



Now trying to work the Acapulco trade, the former Ingres liner Nassau is shown under her new colors after she ran into some problems on a US Coast Guard safety clearance in New York.

between the two governments under which both nations were to consider each other immediately bound by the terms of the international pact.

Mexico will still have to wait three months before it receives similar treatment in the ports of other nations that have signed the treaty. The prompt US State Department action, which probably saved the Mexican company, contrasts sharply with its usual atti-

tude on shipping matters involving US-flag enterprises.

The Acapulco's troubles recall a previous attempt by a ship out of the Alaskan trade to work the warm weather run from here in 1955. This vessel, the Mazatlan, as noted in the last issue of the LOG, ran into all kinds of problems when the warm weather proved to be too much for its equipment. An attempt to operate originally with scab crews added to its headaches and the ship left a trail of unpaid bills until its owners had to give up.

## Most Costly Ship—Navy's New Carrier

The US Navy acquired new muscle when the new atomic-powered supercarrier USS Enterprise received her commission and joined the fleet recently.

The Enterprise is rated as the largest ship in the world, and the most expensive, costing more than 444 million dollars to build. From bow to stern, she measures more than three hundred yards.

Eight atomic engines develop more than 200,000 horsepower while driving the huge vessel at speeds over 40 miles per hour. This speed, coupled with improvements in hull and superstructure design enable the big ship to make tight turns and other evasive maneuvers, which the Navy feel will enable her to shake off any would-be attackers.

During her recent sea trials, the supercarrier was reported to have left destroyer escorts bouncing along in her wake.

Carrying more than 100 planes with tremendous fire power, the Enterprise provides a moving airfield which can cruise for five years without refueling. She displaces 95,350 tons, four times as much as World War II carriers, and is manned by 4,200 enlisted men and 400 officers.



## THE PACIFIC COAST SEAFARER



## Coast Fleets Adding 3 More Mariners

SAN FRANCISCO—Three brand-new Mariner-type ships due to be manned by members of the SIU Pacific District unions have already slid down the ways or were nearing completion this winter. They are slated to go into service for three separate Pacific District companies.

The trio of vessels is part of the ship replacement program for American Mail Line, Pacific Far East Line and the States Line, all of which are adding a number of Mariner-types to their existing fleets.

The SS Washington, a States Line Mariner, was recently launched in the Bethlehem yard at Newport News, Va., and is expected to be outfitted and in serv-

ice before the end of the summer. The Washington launching was preceded by the christening of two sister ships, the California and the Oregon. These vessels will be followed eventually by three more.

The Washington and her sister ships are departures from the standard Mariner, with six hatches instead of the usual Mariner seven. They are being equipped to carry cargo in both container and conventional stowage.

American Mail Line's Philippine Mail just went into the water at Todd Shipyards, San Pedro, Calif., and is the third of three such vessels built for the company.

Another new vessel just completed in the Bethlehem shipyard here is Pacific Far East Line's new Mariner, the China Bear. This vessel, together with a sister ship, the Philippine Bear launched last August, will go into operation in cargo and passenger service between the US West Coast and Far East ports. The new vessels complete PFE's all-Mariner fleet.

## Hotelship Deal Still In Works

SEATTLE—Other ships may yet become a World's Fair attraction here although the deal to use the retired French liner Liberte as a floating hotel has fallen through.

A drop in shipbreaking prices appears to have killed off the plan to use the Liberte and it has finally been sold off as scrap by the French Line itself.

Earlier, the giant liner was considered for hotel use at the fair beginning in April. Port interests had intended to buy the vessel and then sell it off as scrap after the fair.

Once the scrap prices fell, the group was unable to come up with sufficient money to clinch the purchase. The French had not been too eager on the deal anyway, not wishing to have the Liberte around while the SS France, its new superliner, was coming out.

Meanwhile, other companies are negotiating for ships smaller than the Liberte to be used at the fair. One firm wants to buy a 229-foot passenger vessel to use as a floating hotel, and another is working on a deal which would bring a second ship to Puget Sound for use as a cruise vessel based at the fair grounds.

Although neither deal has been settled, SIU Pacific District unions are keeping in close touch with the situation with an eye to manning the vessels in the event they do come to the fair.

## Fight Alaska Run Invasion

SEATTLE—SIU Pacific District representatives have won a delay in local port commission hearings on a proposal to permit foreign-flag ship operations in the domestic trade on the West Coast. The proposed run would be between Puget Sound and Alaska.

Union spokesmen declared that port interests should encourage American-flag shipping in the trade instead of bringing in new foreign-flag entries. They noted that the domestic trade between American ports had been reserved to ships flying the American flag and manned by American seamen for the past 40 years.

The Seattle Port Commission had been considering a resolution calling for the support of Washington's Congressional delegation on an amendment to the Merchant Marine Act of 1920. The proposal under discussion was designed to bring Canadian-flag ships into the Alaskan service.

## SIU FOOD and SHIP SANITATION DEPARTMENT



Cliff Wilson, Food and Ship Sanitation Director

### Menu Planning Means 'Plan Ahead'

Planning a meal is an important part of the steward's job and, in planning advance menus, he should consult with the chief cook on the supplies, facilities and other factors that affect the choice of the foods to be served. The balanced meal that results from a well-thought-out menu does not require reference to complicated tables of mineral and vitamin requirements.

Knowledge of the elements of the "Basic 7" food groups and the use of foods from each group every day will provide proper nutrients for feeding a hungry crew. Proper use of the "Basic 7" leaves a steward with a wide choice of items to be served and almost unlimited choice in methods of preparation.

The "Basic 7" food groups and the minimum suggested servings from each are:

- Group I. Green and yellow vegetables. Two servings each day.
- Group II. Oranges, tomatoes, grapefruits, raw cabbage and salad greens. Two servings per day.
- Group III. Other vegetables and fruits. Two servings and one potato a day.
- Group IV. Milk and milk products. One pint or its equivalent each day.
- Group V. Meat, fish and fowl. One serving and one egg per day.
- Group VI. Bread, flour and cereals. A serving with each meal.
- Group VII. Butter and margarine equal to at least two ounces daily.

The key words in planning each meal are variety and contrast. As many types of foods as possible should be included to avoid monotony. No single food should be served more than once in any meal. Although certain combinations of foods are more popular than others, an element of surprise gives a meal variety. Menus should be planned to provide variety and contrast in flavor, texture, color and form.

The flavors of food are contrasted by serving savory or tart foods with bland ones. Texture variety is provided by serving crisp and soft foods together. Colorless foods should be offered in combination with colorful ones to give the plate "eye appeal."

Interesting meals are a high spot in the crew's daily routine and crewmembers' palates should be tempted by preparing and serving foods they like. Stewards should also realize that external factors such as weather conditions and climate affect crew appetites and meals should be planned accordingly. In hot weather, crisp foods and ice cold beverages will be appreciated. In cold weather, warm dishes can be contrasted by serving substantial hot foods.

All menus should be within the capacity of the galley crew, equipment and supplies. The galley crew should be experienced enough to prepare the food and the most perishable items should be used first. Some dishes will always be popular and require seconds; others will naturally require fewer portions. Plan ahead so that the galley has ample time to prepare the meal. Menus should be designed using no more than two dishes which require long or difficult preparation.

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

## Pacific District Shipping

Port	SUP	MFOV	MC&S	TOTAL
	11/15 to 12/11	12/1 to 12/31	12/1 to 12/31	
San Francisco	568	158	568	1294
Seattle	109	55	25	189
Portland	123	74	40	237
Wilmington	307	(no hall)	109	416
New York	42	54	28	124
New Orleans	11	—	19	30
Honolulu	16	17	19	52
San Pedro	(no hall)	76	(no hall)	76
<b>TOTAL</b>	<b>1176</b>	<b>434</b>	<b>808</b>	<b>2418</b>



# SIU LIFEBOAT SCHOOL



**T**HE SIU Lifeboat School has compiled a near-perfect record of 97 percent in qualifying almost 600 men from all departments for Coast Guard lifeboat tickets in its three years of expanded operations in the Port of New York. The Union's program is fully accredited by the CG, and trainees need only three months' seetime for a lifeboat endorsement instead of the usual year.

The only school of its kind on the Atlantic and Gulf Coasts, it provides a minimum of 15 hours of classroom work and 30 hours of actual experience in the water. Films, booklets and charts plus dry runs in rigging, boat-handling procedures and commands provide background for the actual testing and work in the water.

Experience in the boat is designed to weld the trainees into a crew of Seafarers able to give and execute the commands that may, one day, save lives. The program has also been expanded to include instruction covering inflated lifeboats, which are now CG-approved.

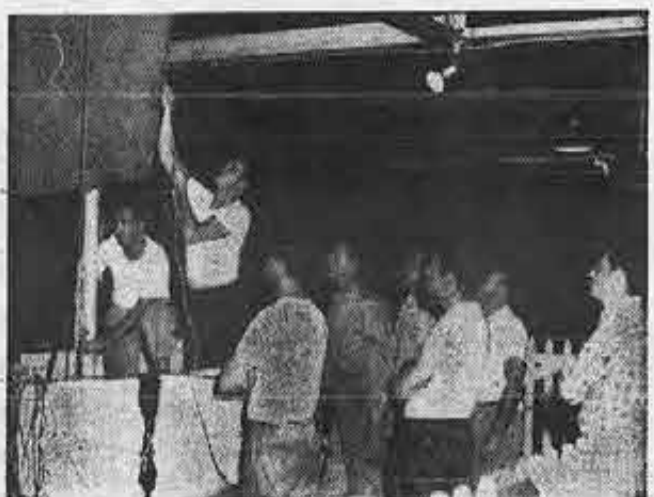
Coast Guard records for a one-year-period indicate that about 70 percent of those taking the test in NY harbor are successful. Seafarers make up the largest group of seamen passing, due to the effectiveness of the training they receive.



SIU instructor explains use of sea anchor on blackboard during a classroom session.



Dry run instruction on rigging boat's sail will help when trainees hit the water.



Trainees at SIU school first learn all about rigging and boat-handling in classroom.



Boat is hooked to dock at end of a day's work in the water for prospective SIU lifeboatmen.



Another class takes to the water with instructor, SIU bosun Dan Butts, at the tiller.

## 'A New Broom'



As all Seafarers know, maritime workers have a community of interest which is far more intimate than that of any other industrial group. This has been true almost since the first ocean-going vessel ventured forth. As the world shrinks in terms of modern communications, it becomes more of a factor day by day.

One of the basic facts of life of the shipping industry is that all ships compete on relatively equal terms in a world-wide market, bidding on the same cargoes—yet the wages and conditions of seamen manning the world's ships show an extreme range. On the one hand, there are the superior terms of employment won by American and Canadian seamen. The other side of the coin is the exploitation of some seamen at wages as low as \$25 a month or less.

The ship operator, knowing he is in a worldwide business, has gotten together with other operators all over the world. He sets up conferences in which operators in that trade agree on standard rentals for their ships in the dry cargo liner and passenger trade. Similarly, on commercial bulk cargoes, relative uniformity of freight rates at any given time is the general rule.

While the rate end of the shipping business is regulated, either by agreement or by business conditions, the seamen who man these ships are subject to an enormous variety of wage scales and terms of employment.

It is simple common sense for seamen everywhere to cooperate for their mutual benefit—otherwise, the way is left open for operators to recruit seamen wherever they can at the lowest possible wages, to broaden the gap between the wages they pay and the freight rates they receive.

The worst conditions are characteristic of

the runaway ship. This is the vessel which either flees its own flag for a special arrangement under another nation's registry or, while continuing to fly its own flag, recruits crews in the world's lowest wage areas. Operators such as these set up a caste system with Asians, Africans or Latin Americans getting a far lower wage than Europeans manning identical ships under the same flag.

Seamen of all nations, the better paid and the poorer paid, suffer alike from such a situation. Up until now, there has not been an effective sustained attack on this all-important problem by any international labor grouping in the maritime field. The new International Division of the Maritime Trades Department intends to make just such a sustained attack by mobilizing the energies of seamen and waterfront workers throughout the free world for this purpose.

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## The Party Line

The recent announcement that Communist China and Albania propose forming a joint shipping operation is of special interest to everyone in maritime. It points up the realization by all Soviet bloc nations of how important merchant shipping can be as an instrument of national policy.

In part, the pooled shipping enterprise is a gesture of defiance aimed at the Kremlin, which has denounced the Albanians as "deviationists." This naturally provoked the commissars in Red China, since they are the tiny Balkan country's closest allies.

Both countries have thus split with the Kremlin over the latest Party line, but they do go along with Moscow on one issue: They recognize the importance of being able to handle their imports and exports on vessels under their own flag, instead of relying on other countries to provide the tonnage.

## SIU LEGISLATIVE DEPARTMENT



**US TRAVEL SERVICE.** Thirty-six prominent individuals connected with the travel industry have been appointed by Secretary Luther H. Hodges to serve as a Travel Advisory Committee for the Department of Commerce's United States Travel Service (USTS). The agency was established by act of Congress on June 29, 1961, to increase tourism to the United States. The Secretary said that experts in travel, and related transportation, sales and marketing industries had been brought together "to help the Department shape meaningful and effective policies and operations in this area which is new to the United States Government." Appointment to the committee is for one year extending through next January. Of the 36 advisory committee members, four are representatives of private airlines or airline organizations and two are from the steamship industry, one representing US Lines and the other American President Lines. An official of the United Auto Workers is the sole labor representative on the group.

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**RESEARCH AND DEVELOPMENT.** The world's first nuclear-powered buoy is reportedly passing all tests so far in Arundel Cove, Baltimore, off the Coast Guard station where she has been blinking since she was "launched" in December. The buoy was built at the Curtis Bay Coast Guard yard, while its mechanism was produced by Martin Marietta Corporation for the Atomic Energy Commission. The visual part of the buoy looks the same as any other. It's only the controlling mechanism—the important part—that is so outstanding in the world. It is a flashing buoy and should still be flashing as brightly some 30 years from now. This is compared to the normal buoy, which must be recharged every three months.

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**LABOR DEPARTMENT.** A "simplified, streamlined" one-page report form has been mailed out to almost 40,000 unions required to file financial reports under the Landrum-Griffin Act, the Labor Department has announced. There are more than 52,000 reporting labor organizations in the country. Commissioner John L. Holcombe of the Bureau of Labor-Management Reports said the new revised form, LM-3, may be filed by labor organizations whose total receipts were less than \$30,000 in the 12-month period covered by the report provided the organizations were not under trusteeship at the end of their fiscal year. Formerly the limit was \$20,000.

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**FEDERAL MARITIME COMMISSION.** The rate-making practices of three steamship conferences operating between the Great Lakes and Europe have been upheld by an examiner for the Federal Maritime Commission. Rates from Erie, Buffalo, Rochester, Oswego and Ogdensburg which are the same as rates from Cleveland, and higher than rates from Toronto and Hamilton, to various foreign areas, do not operate to the detriment of commerce of the United States and are not otherwise unlawful, according to an initial decision. Such rates had been published by the US Great Lakes, Scandinavian and Baltic Eastbound Conference, the US Great Lakes-Bordeaux/Hamburg Range Eastbound Conference, and the Great Lakes-United Kingdom Eastbound Conference. "Distance is but one of several considerations in formulating a rate which is reasonable for a shipper and yet profitable to a carrier," the decision noted.

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**TRADE FAIR SHIP.** Establishment of a "floating American trade fair" in the form of an American-flag merchant ship which would call at foreign ports throughout the world and display US products has been proposed in the House by Rep. Pucinski of Illinois. Provision would be made to take orders on the spot in the various world ports for products exhibited on the ship. The Congressman estimated that the cost of putting a "Floating American Trade Fair" into operation would be approximately \$4,000 per day for a "Mariner-type ship of the 13,000-ton class." "The Secretary of Commerce," he said, "is authorized under this bill to charge a nominal fee to help defray the cost of this Floating American Trade Fair, but I think it should be perfectly clear to all of us that if we are going to make a concerted effort to put American products into world markets, some financial assistance will have to be forthcoming from the Federal Government."

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**STATE DEPARTMENT.** Agreements with foreign governments having the effect of extending the validity period of foreign passports an additional six months regardless of the expiration date indicated in the passports, have been concluded by the Department of State. The agreements broaden provisions of the Immigration and Nationalization Act to allow holders of valid passports a longer stay in this country. The nations covered are the following: Australia, Austria (Reisepass only), Bahamas, Belgium, Bolivia, Brazil, Cambodia, Canada, Ceylon, Chile, Colombia, Cuba, Cyprus, Dominican Republic, Ecuador, Ethiopia, Finland, France, Germany (Reisepass and Kinderreisewels), Greece (issued in Greece only), Guatemala, Guinea, Honduras, Iceland, India, Ireland, Israel, Korea, Laos, Lebanon, Luxembourg, Malagasy Republic, Malaya, Mexico, Monaco, Netherlands, Pakistan, Peru, Philippines, Portugal, Spain, Switzerland, United Arab Republic, United Kingdom of Great Britain and Northern Ireland, Venezuela.

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**COAST GUARD.** The President has nominated Rear Admiral Edwin J. Roland, USCG, to the post of Assistant Commandant of the US Coast Guard with the rank of Vice Admiral. He succeeds Vice Admiral James A. Hirschfield, USCG, who retires February 1 to assume duties as vice-president of the Lake Carriers' Association, an organization comprising about 85 percent of the major bulk shippers in the Great Lakes area. Admiral Roland is currently Commander of the Third Coast Guard District and Commander, Eastern Area, positions he has held since July 1, 1960. As Commander of the Third Coast Guard District, he is responsible for Coast Guard activities in New York, New Jersey, Pennsylvania, Delaware, Connecticut and Vermont. In his capacity as Commander, Eastern Area, Admiral Roland is concerned with search and rescue and flood relief work in the Eastern two-thirds of the United States and the operations of US ocean stations in the Atlantic Ocean.

# THE INTERNATIONAL DIVISION OF THE MARITIME TRADES DEPARTMENT, AFL-CIO

The following pages carry a full report on the founding of the International Division of the Maritime Trades Department, AFL-CIO, at an MTD Conference on January 5, 1962. It carries the text of the Conference minutes plus supporting documents adopted at that time.

## MARITIME TRADES DEPARTMENT CONFERENCE

*Manhattan Hotel, New York City*

*January 5, 1962*

**M**ARITIME TRADES DEPARTMENT president Paul Hall called the meeting to order at 2:00 PM. The official call for the meeting read as follows: "In accordance with MTD Constitution, we are herewith calling an Executive Board Luncheon Meeting to be held at the Manhattan Hotel, in New York City, Friday, January fifth at two PM in reference to the International Resolution adopted at the recent convention of the MTD, AFL-CIO. Would appreciate it if you would arrange your schedule to attend and if unable to do so please designate a representative from your organization to participate in meeting. Please advise immediately.

Paul Hall, president  
Peter M. McGavin, executive secretary-treasurer,  
Maritime Trades Dept., AFL-CIO"

The President then announced that the Resolution as

referred to, which had been adopted unanimously, was as follows:

**"Resolution Re:**

**"Assistance To Latin-American Trade Unions**

"WHEREAS, Communist and other totalitarian forces are attempting to infiltrate and seize control of the labor movement throughout Latin America; and

"WHEREAS, Latin American trade unionists are waging a valiant fight to defeat these totalitarian designs and to ensure the advancement of the workers' social and economic progress through the democratic process; and

"WHEREAS, Through our frequent contacts with maritime unionists and workers in Latin America we are acutely aware of the situation and their struggle; and

"WHEREAS, The fight by any group of workers to preserve free and democratic trade unions is the re-

sponsibility of all free trade unionists; therefore be it  
"RESOLVED, That the Maritime Trades Department, AFL-CIO, and its affiliated unions take all possible steps to assist our brother trade unionists in Latin America in their struggle for freedom and progress and,

"That in order to implement this program, the MTD consider establishment of appropriate facilities in Latin America and that it also consider establishment of facilities in other parts of the world where such facilities would be beneficial in promoting close relationships between our Department and other maritime labor groups."

This conference has given consideration to this Resolution as well as the contents of the record of the MTD Convention in Miami and we concur in both.

This conference further has given consideration to the report which is attached entitled "Policy Statement—Re: SIU-ITF", as follows:

### **Policy Statement Re: SIU-ITF**

**S**INCE ITS founding in 1938, the SIU of North America has had a direct and continuing interest in cooperation with groups of seamen, fishermen and maritime workers throughout the world. The very nature of the maritime industry makes such a policy an essential one for any successful maritime organization.

An initial concern of the SIUNA was to combat the worldwide activity of the Communist Party on the waterfront, an activity to which the Soviet Union has always assigned top priority. In the economic arena, the SIUNA wanted to protect the gains it had won from being undermined by inferior standards elsewhere, and, for that purpose, desired to work closely with other unions on mutual problems affecting the livelihood and working conditions of seamen and fishermen. These other unions also had a direct interest in seeing to it that US union standards were not undermined because the US level of wages and working conditions was a measuring stick whereby they could bring up their own standards.

After World War II, the SIUNA was able to implement its international policy more effectively. In 1944, before the war had ended, the SIUNA had joined the International Transportworkers Federation, becoming the first American union in the ITF. Subsequently, other AFL unions followed suit, particularly after the AFL executive

council, in 1946, called upon all unions in the transportation field to affiliate with the ITF, a proposal strongly supported by the SIUNA. Accordingly, numerous American unions joined the appropriate sections of the ITF. Relationships in these other sections between US unions and their foreign counterparts have been close and harmonious for many years.

At that time, the World Federation of Trade Unions was the only international organization outside of ITF in the union field. It admitted representatives from Communist-dominated unions and Communist countries, falling under total Communist control. Consequently, the ITF became the meeting ground and rallying point of non-Communist transportation and marine unions until December, 1949. At that time, the AFL participated in the establishment of the International Confederation of Free Trade Unions to counter the WFTU on a broader scale. ICFTU has done an enormously successful job in this area. The ICFTU did not supersede ITF since its membership consists of national union federations of the free world. ITF continued to function as the medium of international relationships between individual trade unions in free world countries.

In these postwar years, the growth of the runaway ship problem became a major issue of concern to seamen every-

where. American- and European-owned vessels were registering in increasing numbers under flags of such nations as Panama and Liberia to escape legitimate union activity and tax obligations. In addition, some of the established maritime nations were invading services and trade routes which had no connection with the flag nation involved. European-flag ships in considerable number penetrated the American and Canadian trades, many never calling at any European ports. Both of these problems were recognized as such by ITF member unions. If, as a result of this activity, American and Canadian unions were weakened or destroyed, then the wage scales and standards of seamen everywhere would suffer severe setbacks.

As far back as 1946 the ITF had discussed possibilities of a boycott against Panamanian and Liberian runaway vessels. Subsequently, in 1948, the ITF voted for a worldwide boycott of these runaways, but was never able to put the program into effect because of numerous difficulties, legal and otherwise.

This did not stymie all efforts to act on runaway problems. On its own initiative, the SIUNA conducted organizing and protest activities. In 1950 the SIUNA-affiliated Sailors Union of the Pacific won a contract on the Panama-flag SS *Pho Pho*. The contract was equal to US  
(Continued on page 12)

# THE INTERNATIONAL DIVISION, MARITIME TRADES DEPARTMENT, AFL-CIO

## Policy Statement Re: SIU-ITF

(Continued from page 11)

standards in every respect. In 1952, the SIUNA assisted striking crewmembers of the Liberian-flag *Riviera*, and, in 1956, the Sailors Union won a second runaway-flag agreement with the Liberian-flag pulp tanker *Duncan Bay*. Here again, the SUP negotiated an agreement which matched the best in the US. In that same year, the SIU Canadian District obtained a top Canadian contract on a British-flag cable ship, the *John W. McKay*. The Canadian labor authorities upheld the contention that the Canadian SIU had jurisdiction because the ship operated in Canadian waters exclusively, and the Canadian SIU was able to negotiate a Canadian contract. In addition to this, the ITF and other of its affiliates were also active in this field. The ITF conducted actions in US, Scandinavian and continental European ports against runaways. It succeeded in numerous instances in minimizing abuses on runaways and winning improved conditions. As a result, a practice developed whereby owners of runaway ships could receive ITF sanction by signing agreements to abide by certain minimum standards and making payments of \$2.80 per month (one pound) toward seamen's welfare. As it turned out, the money for this purpose was sent directly to the ITF and was distributed to seamen's welfare organizations, such as the British seamen's club in New York and similar organizations elsewhere.

The SIUNA and other US unions disapproved of this system because in their view any benefits negotiated on runaway ships should be given directly to the seamen. Or if funds were to be allocated for any other purpose, they should be to provide manpower and offices around the world to enforce conditions on these vessels and provide representation for the crews, as well as for additional organizing efforts in this area.

Despite disagreement on this point, cooperation between the SIUNA and other maritime unions in ITF proved effective in many areas, including counter-action against activities of Communist waterfront organizations. Strikes of member organizations received full ITF support both in the US and throughout the free world.

However, by the late 1950s, it was apparent that more forceful action was needed on the runaway issue. The tide of runaway registration was increasing and the ITF agreements, while they may have swelled the welfare fund, did little to resolve the problems of runaway crews. In July and November, 1958, ITF meetings set up machinery for implementing the worldwide boycott. The pressure of the runaways had become so great that a calculated risk was taken to picket these ships in the face of possible legal reprisals.

One event made the boycott more practicable in 1958. Late in June, the National Labor Relations Board, which administers US labor relations law, had issued a decision upholding the right of the SIU to organize crewmembers of a Liberian-flag passenger ship, the *SS Florida*. The Board ruled that the SIU had jurisdiction because the ship was an American-controlled vessel in American commerce, even though it flew a runaway flag. Clearly, in the United States at least, this implied the right of US unions to take action against runaways.

Therefore, the ITF affiliates in America worked out an across-the-board program for the boycott. The action, December 1 to 4, 1958, was most effective in the United States and Canada, but relatively spotty elsewhere. Owners of a number of ships picketed in the US during the four-day demonstration protested that they should be exempt from such picketing because they were paying the one pound British (\$2.80) a month to the ITF welfare fund, even though their crews suffered under typically inferior runaway conditions. Some shipowners approached the US unions offering to pay the one pound British (\$2.80) to escape the boycott. They were under the illusion that this payment would enable them to purchase a permanent exemption from any union organizing or protest campaign. US unions refused to agree to their proposals.

The SIUNA and the other American unions in ITF then acted to capitalize on the initial success. At a meeting of

the ITF Seafarers Section in London, January 1959, two important issues were acted on:

(1) On January 22, 1959, over the objections of some unions and with the reluctant approval of other affiliates, the American unions pushed through a strong policy statement on runaways. The ITF agreed that unions of the nation possessing a vested control of the ship had the right to organize that ship for the purpose of providing the crew, regardless of its nationality, with the wages and conditions of that nation. Previously, it had held that unions of the country crewing the ship had jurisdiction. It should be noted that the new resolution was in line with the NLRB findings in the Florida case. The resolution was the green light for American unions to organize American and Canadian-owned or controlled vessels which had run away from those countries.

(2) On January 21, 1959, a written agreement was reached between the National Union of Seamen of Great Britain and the SIUNA dealing specifically with the long-standing problem of Canadian runaways under the British flag. The agreement is as follows:

### "MEETING OF CANADIAN AND BRITISH SEAFARERS' LEADERS

"A meeting between representatives of the Canadian SIU and the three British seafarers' organizations was held at the head offices of the ITF, in London, on 21 January. The meeting, which discussed the question of transfers of Canadian ships to foreign registers, including the British, was attended by the following:

"Paul Hall, president of the SIU; Hal C. Banks, secretary-treasurer of the SIU Canadian District; T. Yates, general secretary, National Union of Seamen of Great Britain; D. S. Tennant, general secretary, British Merchant Navy and Airlines Officers' Association; H. O'Neill, general secretary, British Radio Officers' Union.

"During the exchange of views which took place it was noted that the Canadian merchant navy had dwindled considerably since the end of World War II as a result of transfer of ships to foreign registers. These transfers were mainly due to the desire of Canadian operators to avoid the wages and working conditions won for Canadian seafarers by collective bargaining. In most of the cases, ships owned and operated by Canadian interests had been transferred to runaway flags, but there were some cases where ships had been transferred to the British flag and where Canadian crews earning Canadian wages and conditions had been displaced by British seamen on much lower British wages and conditions.

"The major problem of preventing transfers to flags of convenience was being discussed at the four-day talks which were taking place in London concurrently. The purpose of the talk between Canadian and British seafarers was to seek a solution of the British-Canadian question.

"The British spokesmen went unanimously and emphatically on record that they would have no part in attempts to use British registry to undermine Canadian seamen's conditions. Reference was made to the 66-ship fleet of the Sagunay Group. A very small part of these were operating under legitimate bareboat charters—eleven of them British flag, others Norwegian or Dutch—but the bulk of them were Canadian-built, financed and controlled and their proper place was under the Canadian flag. These ships often carried mixed crews and paid as little as \$45 to the able seamen.

"The British spokesmen, whilst re-emphasizing that they were resolved to support the SIU Canadian District in its struggle, and that they wanted nothing to do with ships which did not visit UK ports, observed that there were cases where the presence of ex-Canadian ships under the British flag was not improper. Ships of Canadian Pacific Steamships, whose effective management was in the UK, had been on the British register for many years past and this could not be regarded as part of the evasive manoeuvre of shipping capital. There were also cases of ships of subsidiaries which were genuinely registered and controlled from the UK and in which ships traded from UK ports. Such ships also did not come under the indictment.

"The ships specifically referred to by the Canadian District of the SIU are five Canadian 1,000 ton ore transport vessels named *Sept Isles*, *Ruth Lake*, *Knob Lake*, *A. T. Wood* and *West River*. These ships, the Canadian delegates

maintained, are not genuine transfers and are owned and operated in Canada and for the greater part of the year ply exclusively between Canadian and US ports. The British delegates agreed that this did seem to be a manoeuvre to avoid Canadian standards. For the reasons mentioned above, i.e., control and sphere of operation, these ships should be brought under Canadian jurisdiction, and it was agreed that the British unions would seek to end British crew agreements at the earliest possible opportunity.

"The British representatives spoke of the difficulty which existed where a ship was on the Bermuda register, which was a part of the British register in a wider sense. Such a ship could become part of the British employers' federation, which meant that it came under the collective agreement which that body signed collectively with the British maritime unions and that it had to be crewed under the British pool system. However, the British representatives declared that they would seek to end the membership of such ships and that they would oppose such transfers into the British pool in future.

"With reference to the Sagunay fleet, mention was made of a claim that the British NUS was party to an agreement in respect of one of their ships. This, however, was a misrepresentation of the position.

"The meeting unanimously accepted the following conclusions of the discussion:

(1) Canadian seamen do not seek to encroach in any way on British shipping operations based on genuine registry and control.

(2) Canadian shipowners who have expressed, publicly or otherwise, their intention to transfer to the British flag without change of ownership with the object of evading Canadian conditions will not be manned by British crews.

(3) Canadian-owned and operated ships plying in the Caribbean ore-carrying trade should come under the complete jurisdiction of the SIU Canadian District.

(4) Statements that the British union has an agreement with the Sagunay Group are not true. The Sagunay Canadian-owned ships come under the jurisdiction of the Canadian SIU, and a similar position applies to the Markland Shipping Company, which is Canadian manned, owned, operated and controlled and exclusively engaged in trading in North American waters.

London, 21 January 1959.

Signatures:

S/ Paul Hall, President of the SIU  
S/ Hal C. Banks, Secretary-Treasurer of the  
SIU Canadian District  
S/ T. Yates, General Secretary, National  
Union of Seamen of Great  
Britain  
S/ D. S. Tennant, General Secretary, British  
Merchant Navy and Airlines  
Officers' Association  
S/ H. O'Neill, General Secretary, British  
Radio Officers' Union."

It was agreed then that the NUS would not crew such vessels and would recognize the jurisdiction of the Canadian SIU over these ships. At the request of the British union, this matter remained a private agreement between them and the SIUNA and was not part of the official record of the ITF. The SIU had sought, in an official ITF Seafarers Section meeting in London, to make it an ITF matter but the British insisted on a private agreement outside the ITF framework. This, as will be explained later, was used as an escape hatch by the NUS to nullify the agreement.

Following the ITF action, United States unions then proceeded to set up the International Maritime Workers Union for the purpose of implementing the ITF program in reference to organizing of runaways. This organization was approved at a later date by the ITF after thorough debate and discussion, and commenced action in the field.

The IMWU functioned effectively. On the other hand, no progress was made to implement the agreement between the British and the Canadians. At a meeting of the ITF in December, 1959, the SIUNA raised complaints about

the failure of the NUS to implement the 11-month-old agreement. NUS had continued to supply crews to those British-flag ships which the British had agreed rightfully came under SIU Canadian jurisdiction. This was a direct violation of their written agreement. At the insistence of the British, the SIUNA was then informed by the ITF that it would not take up the complaint against the NUS. Instead, ITF instructed the SIUNA to resolve its differences with NUS outside of the ITF framework. The SIUNA then concluded that it would deal with this issue in the most effective manner possible. It informed the ITF that British crews were working in the Canadian economy under vastly inferior conditions and that this situation could not be ignored.

At the same time, the SIUNA made a direct approach to the NUS on the issue. In addition, the SIUNA raised a specific question concerning the disposition of a group of 35 ships transferred from Canadian to British registry in violation of the agreement between the British and Canadian SIU. The head of the NUS, Sir Thomas Yates, would not concede that these vessels came within the scope of the agreement. He characterized them as being under Greek management, out of London, with Asiatic or African crews, although admittedly flying the British flag. Since Sir Thomas would not concede the issue, the Canadians had no way of providing any protection or securing any improvements for these underpaid and maltreated crews.

The IMWU, in the meantime, had implemented its program to the extent of setting up headquarters in New York, field offices in various ports, and putting organizers in the field. It had met with visible signs of success in various actions against runaway shipowners. Despite this progress, in May, 1960, the ITF suggested that another approach be taken on the runaway issue. Greek shipowners, who operate many runaway vessels, and the unions with whom they had contracts, took steps toward this "new" approach. They attempted to persuade the American unions to approve the British pound (\$2.80) payment as a substitute for organizing runaway vessels. It became clear at this point that the Americans and Canadians were the only unions actively interested in organizing these vessels.

It was against this background that another important development arose. Originally, accepting Sir Thomas Yates' agreement in good faith, and in attempting to implement this agreement with the British union, the SIU in Canada had established contacts with crews of British-flag vessels in Canadian trade. The crews, of course, welcomed the possibility that they might obtain for themselves improvements comparable to those on Canadian ships. This attitude on the part of British-flag crews was understandable because Canadian wages and conditions were threefold those under British contract.

Meanwhile, Sir Thomas had negotiated a new agreement with British shipowners on behalf of the NUS. The terms of the agreement were so inadequate that it resulted in an extensive wildcat strike on British ships.

The wildcat strike led to public acknowledgement by NUS of the inferiority of its contract. NUS was forced to reopen the agreement to secure more money. During this wildcat strike, members of the NUS in Canada appealed to the SIU for relief and assistance. The SIU responded to this appeal.

The NUS leadership seized on the strike as an opportunity to repudiate their January, 1959, agreement with SIU for all time. To accomplish this end NUS preyed on fears of other ITF affiliates that their memberships might be stirred to protest against inadequate conditions. Since a number of these other unions were already under considerable pressure from their memberships, this British approach was successful in lining up these ITF affiliates to support the suspension of the SIU.

The NUS had now traveled the full circle. Where it had previously insisted that its dispute with the Canadians was a private matter outside the ITF framework, now, because of the embarrassing position it was caught in with its own membership, and the fact that it obviously intended to violate its agreement with SIU, it resorted to parliamentary trickery in order to escape the agreement it had made. In doing so, it improperly used its influence in the ITF to make this possible.

The device used was to prefer charges against SIU which ITF accepted, on the basis of alleged SIU violation of the

ITF constitution. It is well to remember that when the SIU attempted to press a complaint against NUS on the same subject, ITF refused to entertain it on the basis that it should be settled outside of the ITF's framework.

Despite a series of communications in which the SIUNA attempted to settle its differences with NUS, all parties were notified of an ITF meeting in January, 1961. The meeting was to take up an NUS demand for suspension of SIUNA.

At this time, the SIU, the Masters, Mates and Pilots and the Marine Engineers Beneficial Association, all ITF affiliates, were involved in a major railroad strike in New York harbor. The strike was being conducted against all the major roads serving the city with the basic issue being the railroads' adamant insistence on the right to abolish jobs at their pleasure. The unions involved were determined to protect the rights of their members and of the members of the railroad brotherhoods, since this was clearly a test as to whether the railroads could obtain a free hand to destroy jobs in all categories of railroad work. New York harbor was the testing ground for this issue.

Thanks to the support the marine unions received from the brotherhoods, the strike was 100 percent effective on and off the waterfront. It tied up rail service from New York as far as the midwest by halting eleven railroads, including the Pennsylvania, New York Central, Baltimore & Ohio, New Haven & Hartford, Lackawanna and others.

In the course of the strike, the unions were confronted with a problem of threatened retribution against members of the railroad brotherhoods by these major roads, which were desperately trying to establish the right to unilaterally destroy railroad jobs. Consequently, the following communication was received by the striking unions from George Harrison, grand president of the Brotherhood of Railway and Steamship Clerks, on January 17th:

"Dear Sirs and Brothers:

"I have just learned that Mr. Fred Diegtel, Assistant Vice-President of the Erie-Lackawanna Railroad, has informed our General Chairman, Brother Schreur, that our members who respect your picketlines at other than waterfront locations will be considered as absent from duty without permission and will not be returned to service.

"I ask that you bear this in mind and that the agreement you reach in settlement of this dispute contain a provision requiring that all employees who observe your picketlines be returned to service without reprisal or retaliation of any kind."

In response, the following wire was sent to Harrison by the SIU:

"Received your letter informing us of Erie-Lackawanna Railroad's attitude toward members of the brotherhood who respect our picketlines in the current railroad marine workers strike. Be assured that any completed agreement between this union and the railroad companies will necessarily preclude any reprisals or retaliation in any form."

In view of the complexities involved in this strike, the following wire was sent to the ITF on the 22nd of January by the striking unions:

"Railroad marine sections of SIU, MMP and MEBA currently in 11th day of strike against 11 major railroads. Cannot leave until major issues are resolved. At present appears delay in arrival at Antwerp for Wednesday, January 25, meeting is inevitable. Will advise further of developments and time of arrival."

ITF Secretary General De Vries wired back as follows:

"Regret news of your cable 22nd. Please send later advices care of belgische transportbedrersbond, Paardenmarkt 66 Antwerp."

While agreement was reached on January 23 to return to work, there were numerous unresolved issues, including the railroads' attempts to wreak vengeance on the brotherhoods for their support and to prepare the ground for the next assault on railroad workers' job rights. Consequently, on January 26th, the three striking unions sent a second wire to ITF as follows:

"Situations arising out of railroad marine strike, including many important meetings with AFL-CIO, Central Labor Councils, State Federations and the various railroad brotherhoods require continued presence in New York for next several days. This would make it impossible

for us to arrive in Antwerp in time for meeting before end of week at earliest. In view of this unavoidable circumstance, please advise as to next best possible date for meeting."

The ITF sent the following answer to this request: "Your cable unfortunately received too late to cancel conference as delegates already on way to Antwerp. Conference was attended by 34 delegates from 12 countries. Regretted your absence deeply but felt that reference from executive committee should be dealt with. After long discussion, saw no alternative but to adopt following statement:

"Seafarers section meeting Antwerp 26th January had under consideration problems arising from interference by SIU in domestic affairs of British NUS during unofficial seamen's strike in United Kingdom during summer, 1960. Having regard to undisputed facts, it was unanimously agreed to recommend that executive committee of ITF should at its next meeting suspend SIU from membership of ITF unless; point one, SIU immediately ceases all interference in internal affairs of British NUS; point two, SIU expresses and publishes apologies for its breach of good trade union practice; point three, SIU pledges its full adherence to ITF constitution in future; point four, gives satisfactory assurances, of which ITF executive committee shall be judge, that there shall be no further interference by SIU in domestic affairs of British NUS or any other ITF affiliate."

Pieter De Vries"

As the record clearly shows, the SIU was tried in absentia. No attempt was made to investigate the validity of the charges made by the NUS, nor to establish any evidence. The ITF merely accepted the charges and made a predetermined ruling of SIU guilt.

The SIUNA recognized that this entire matter was one of paramount importance and consequently took it up at its own convention in March, 1961. As a result of convention authorization, the following cable was sent to the ITF:

April 7, 1961

"Pieter De Vries, General Secretary  
Intransfe  
London, England

"With respect to the dispute between the SIU and the National Union of Seamen of Great Britain, please be advised that the recent Convention of the SIU of North America, meeting March 13 to 17, took the following action: That a Committee be appointed to represent the International Union to deal with this matter, with the Committee being given full authority to resolve the issues involved. This Committee has been appointed and is ready to act on this question. In view of the Convention action and in view of the misunderstandings which have arisen in this complex and many-sided dispute, we urge the Executive Committee of the International Transportworkers Federation to refer the issue back to the Seafarers section so that it may explore solutions to the problem with the SIUNA Committee. We feel that in this manner a satisfactory settlement to this dispute can be achieved without disturbing the structure of the ITF or preventing our continued participation in the support of the ITF program.

Paul Hall, President  
Seafarers International Union of North America"

In addition, the American longshoremen, represented by the International Longshoremen's Association, sent the following message to the ITF general secretary:

April 13, 1961

"Peter De Vries, General Secretary  
International Transportworkers Federation  
Tadmor Hotel  
Herzlia, Tel Aviv, Israel

"Any attempt to suspend SIU from ITF can only lead to immediate deterioration of ITF structure in North America. Strongly recommend this matter be referred back to Seafarers section in effort to resolve issues. This is in best interest of all sections of ITF.

Thomas Gleason  
General Organizer  
International Longshoremen's Association"

The Executive Secretary-Treasurer of the Railway Labor Executive's Association, A. E. Lyon, sent the following communication to the ITF General Secretary:

(Continued on page 14)

# THE INTERNATIONAL DIVISION, MARITIME TRADES DEPARTMENT, AFL-CIO

## Policy Statement Re: SIU-ITF

(Continued from page 13)

April 5, 1961

"Mr. Pieter De Vries, Gen'l Secretary  
Int'l Transport Workers' Federation  
Maritime House, Old Town  
Clapham, London S W 4  
England

Dear Brother De Vries:

"Inasmuch as the date for the E.C. meeting is not far away, and in view of the fact that I cannot attend either the E.C. or Regional Affairs Committee meeting, I would like to put some thoughts on paper, at least on two subjects.

"First, I am greatly concerned regarding the threat of suspension or voluntary withdrawal which could remove the SIU from ITF affiliation and from participation in ITF affairs. If this should occur at this time it would mean the loss of at least three other affiliates, I believe.

"I believe that careful consideration of the matter could prove that long and serious consideration should be given the subject before any such action is permitted.

"From reading the press, and especially the SIU publication, I got the distinct impression that the action taken on this matter at the recent SIU Convention in Puerto Rico indicates the seriousness with which the SIU is approaching the possibility of separation from the ITF. This seriousness in turn indicates that Brother Hall and others consider ITF affiliation to be important—otherwise they would have taken action to voluntarily disaffiliate.

"In view of the fact that the SIU has appointed a committee to seek a solution to this problem, with Brother Hall as chairman, I insist that the ITF must give much more consideration to the matter, postponing a decision until Brother Hall and the SIU committee can attend a sectional conference or appear before the EC.

"Suspension of the SIU, even though they may be at fault, will not solve the problems that exist. The ITF should play an important role in resolving such conflicts, and this role cannot be played by separating itself from one of the participants. We should have learned a lesson from the air line pilots affair. The action taken in that case was a mistake which solved nothing.

"The SIU has been affiliated to the ITF longer than any US union. It appears to me that it can and will exercise an increasingly important and helpful influence in ITF regional affairs, especially in the western hemisphere, and it would be folly to permit such an unfortunate situation as we have had in Canada to terminate such potential influence.

"If the EC believes it must take some action more positive than deferral, I suggest the possibility of the EC sending a small delegation (or a sub-committee) to the US and Canada to pursue an adjustment.

"I regard this matter as one of the greatest possible importance. I ask that you and the EC carefully consider my considered and strongly-held opinion.

"I also want to touch one other subject briefly—that of the future activity of the ITF in Latin America. I hope that you will do everything possible to encourage the Regional Affairs Committee, as well as the EC, to give maximum support to the efforts of Azana on behalf of the ITF. I think all will agree that results to date warrant this. I would like to see the ITF extend itself to the maximum to accelerate activities in that part of the world, securing as quickly as possible the manpower needed to assist Azana, and authorizing the expenditure of funds in sufficient quantity to maintain and increase the ITF effectiveness which Azana is now bringing about. Azana should not be discouraged or starved out as result of the ITF being too rigid on financial affairs in connection with the Latin American operation.

"Fraternally,  
S/ A. E. Lyon  
Executive Secretary"

Copies to:

R. Dekeyser

T. Nishimaki

H. J. Kanne

S. Klinga

H. Duby

Shortly after the ITF Executive Committee meeting in Tel Aviv in April, the SIU received on April 17 a letter from ITF General Secretary DeVries dated April 13, informing the SIU that the Executive Committee had suspended it on recommendation of the Seafarers Section.

The following cable was sent to DeVries from the SIU, Masters Mates & Pilots, Marine Engineers Beneficial Association and the International Longshoremen's Association:

April 17, 1961

"Peter DeVries, General Secretary  
International Transportworkers Federation  
Maritime House, Old Town, Clapham  
London, England

"In view of the precipitous action taken by the ITF Executive Committee in Tel Aviv in suspending the SIU as a result of the dispute between the SIU and the British National Union of Seamen, particularly after a request by American Unions that this question be referred back to the Seafarers Section for resolution was ignored, we hereby record our dissatisfaction with the unfair manner in which you have acted. In light of the ITF action, the undersigned organizations have no alternative but to advise you of their withdrawal as member organizations of the ITF and that consequently they can no longer be bound by ITF policy and procedure. Our withdrawal is effective as of date of this message.

S/Cal Tanner  
Seafarers International Union of North America

S/Charles M. Crooks  
Master, Mates and Pilots

S/William Bradley, Pres.  
International Longshoremen's Association

S/Raymond McKay  
Marine Engineers Beneficial Association"

### CONCLUSION

The ill-considered action of the ITF in bowing to the desires of the British seamen's organizations has obviously rendered a great disservice to the seamen's movement generally and has weakened the structure of the ITF. The unions remaining in ITF might well examine this record and take corrective action so that there can be no repetition of such a sorry episode.

In the meantime, the problems in the international field persist. The Communist Party is mounting a very vigorous offensive, particularly in Latin America. US and Canadian seamen face continued pressures on their standards as a result of Panamanian, Liberian and even European-flag runaway ship operations. Seamen on many European-flag vessels, many of them recruited in Asia, Africa and Latin America, are being compelled to work in the Canadian and American trades at wages and conditions substantially beneath the standards prevailing in those countries.

The SIUNA has no intention of abandoning its responsibilities to its own members and to all seamen in the free world. To discharge these responsibilities it will propose to the American sea unions, the members of the MTD and free trade unions throughout the world, that they cooperate in a program to deal effectively with the problems confronting all maritime workers.

We look forward to the time when all organizations throughout the free world will cooperate on a program of mutual aid truly concerned with preserving and improving the wages and conditions of maritime workers and thwarting the Communist effort to undermine and replace the free trade union institutions.

THIS conference concurs in this report. In consideration of the adoption of these matters, and to implement those recommendations contained therein, this conference therefore goes on record for the following:

(1) An Executive Committee shall be elected from this conference consisting of three members who shall serve as the Executive Committee of the "INTERNATIONAL DIVISION OF THE MARITIME TRADES DEPARTMENT, AFL-CIO." This committee shall be responsible for the adoption of whatever rules or procedures that may be necessary to implement the program as adopted by this conference in any detail that may be necessary or required. This policy shall be consistent

with the MTD, its Convention Procedures and the AFL-CIO.

(2) This committee shall take immediate steps for the appointment of a financial officer who shall open a bank account in the name of this committee in a bank in a city to be designated by the committee. Such persons so designated shall take the proper steps as to arrange for an accounting system and a method of payment for debts as incurred. No such expenditures shall be made, under any circumstances, without the approval of the Executive Committee of the International Division of the Maritime Trades Department.

(3) Affiliated unions of the MTD shall be notified of this action and those organizations wishing to participate directly by financially aiding this committee shall make checks payable to the fund so established. All such funds and the expenditures thereof shall be accounted for by a Certified Public Accountant. Full accounting of same is to be made to the Executive Board of the MTD and shall be in keeping with law.

(4) The Executive Committee shall immediately designate a European representative of the IDMTD who shall forthwith establish offices in or around the City of Antwerp, Belgium. His duties shall be to represent the committee and to establish and maintain contact with all trade unions within that area with special emphasis on those in the marine and marine transport industries. He shall further implement programs and the desires of the Executive Committee as they are made.

(5) The Executive Committee shall immediately designate a Latin America and Caribbean area representative of the IDMTD who shall forthwith establish offices in or around the City of San Juan, Puerto Rico. His duties shall be to represent the committee and to establish and maintain contact with all trade unions within that area with special emphasis on those in the marine and marine transport industries. He shall further implement programs and the desires of the Executive Committee as they are made.

(6) The Executive Committee shall immediately designate a Far East representative of the IDMTD who shall forthwith establish offices in or around the City of Yokohama, Japan. His duties shall be to represent the committee and to establish and maintain contact with all trade unions within that area with special emphasis on those in the marine and marine transport industries. He shall further implement programs and the desires of the Executive Committee as they are made.

(7) The Executive Committee shall, consistent with the carrying out of this program, as well as in keeping with the assets of this committee, open such other regional offices as they may deem necessary.

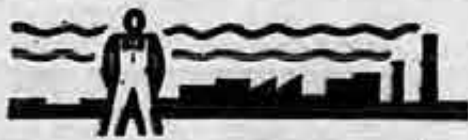
(8) The committee shall immediately cause to be established in or around San Juan, Puerto Rico, an Institute of Labor Relations whose purpose it shall be to serve as a center of operation for bringing together trade union representatives from the Western Hemisphere with particular emphasis on those representatives from the Latin American and Caribbean areas, so that each can familiarize himself with the operations and the problems of their counterparts in all other countries in the Western hemisphere. An effective program and curriculum shall be established to carry out this purpose. The Executive Committee shall in the future, consistent with its assets and needs as it may determine, establish similar institutes in any other regions where the committee maintains offices.

(9) The Executive Committee shall take the proper steps to see that information bulletins, etc., are made available in the appropriate language for use in the various regions which are to be established. This information is to be disseminated among interested groups.

(10) The Executive Committee shall request that MTD conference meetings be held immediately in the Great Lakes, Atlantic, Gulf and Pacific regions by the Port Councils in each area, for the purpose of developing ways and means of assisting this program, in whatever manner as may be necessary, such as strike action against unfair ships, etc., and assistance to unions with whom we have established relations.

(11) The Executive Committee shall request officers of the various affiliates of the MTD, wherever possible, to visit those areas in which the Division is actively engaged in carrying out this program.

**THE SIU INDUSTRIAL WORKER**



**Union Wins Major Gains In Highway Trailer Pact**

NEWARK, NJ—Backed by the unanimous UIW vote of shop employees in July, union negotiators have hammered home a pace-setting, one-year contract at Highway Trailer Industries here. A contract package featuring a 27-cent hourly pay increase has been enthusiastically ratified by the company's employees.

Part of a new and expanding industry, Highway Trailer is engaged in the sales, repair and servicing of new and used over-the-road truck trailer bodies and cargo containers used for merchant vessels.

Membership ratification of the new working agreement, which is retroactive to last October 1, put a ten-cent-per-hour wage increase and other major gains into effect. The contract calls for the payment of overtime after eight hours of work and establishes the full UIW welfare program including clinic coverage in the shop. Some 20 employees are now involved.

Gains won by the union also included up to a 40 percent hourly boost for a number of employees after a detailed reclassification study of job duties was completed. The pact likewise spells out full guarantees of job security and grievance rights, which are standard features of all UIW agreements.

In winning the balloting conducted by the National Labor Relations Board last summer, the UIW chalked up a unanimous victory among the 17 workers who took

part in the voting. The triumph capsized efforts to make headway in the plant by District 50 of the United Mine Workers. District 50 has been defeated by SIU and its affiliates on several occasions.

Contract negotiations formally got underway late in September after the presentation of written UIW demands. The election of a rank-and-file committee of Highway Trailer men to help in the bargaining talks assisted in the successful wind-up of the contract drive.

**Jay Kay Job Rules Pay Off**

Seniority provisions of the UIW contract with Jay Kay Metals of Long Island City have produced a smooth changeover from the company's usual year-end production schedules for the first time in its history. Jay Kay came under UIW contract last June.

UIW representatives report more workers than ever before on the payroll during the entire holiday period, many working on overtime right up to Christmas eve in order to fill last-minute gift orders.

Jay Kay, which employs some 650 UIW members at peak production, traditionally shifts its major production efforts from electrical appliances to summer picnic and barbecue equipment each winter. The changeover has previously meant layoffs of up to 40 percent of the work force several weeks before Christmas.

This year, however, with the union on hand to enforce hard-won contract conditions and the resulting stabilizing of production, Jay Kay was able to keep a large force on hand right up to the holidays.

**Philly Exports**



Perched on top of crate, UIW member John Fabiani cranes up load of machinery for export out of the A. A. Gallagher warehouse in Philadelphia. Fabiani is shop steward at the UIW plant.

**Phony Rig Under Fire In US Suit**

Rejected by workers in several New York area plants and expelled from the AFL-CIO for signing back-door agreements with employers, "Amalgamated Local 355" has now been hauled into Federal district court by the US Department of Labor for violating Federal labor law.

A so-called "independent union," "Local 355" is cited by US Labor Secretary Arthur Goldberg with failing to conduct an election of officers in 1960 as stipulated in its own constitution.

The case history of "Local 355" is well-known to UIW members and representatives, since its action helped form the basis for unfair labor charges by the UIW against two Staten Island oil distributing concerns.

At the National Labor Relations Board, formal hearings were held January 8 regarding UIW unfair labor practice charges against Salmins Oil. The company is charged with coercing employees on behalf of the "independent union" after they had already joined the UIW. Similar charges against Fiore Brothers have been processed by the regional NLRB office and are now up for a ruling.

Operating as a "cut-rate" outfit, "Local 355" has already sustained several defeats by the UIW in recent organizing campaigns. It was whipped by the UIW this fall when Staten Island Petroleum Company employees and Richmond Burner workers solidly supported the UIW.

**Bull C-4s Almost Ready**

SEATTLE—Bull Line has ordered \$3 million worth of cargo containers for the two C-4 vessels starting in its NY-Puerto Rico service on about March 1. The ships are now being converted for container use at Todd's Shipyard here.

The new equipment will beef up the container service Bull began about two years ago with its fleet of C-2 cargo ships. The modified C-4s, which will serve as combination container and break-bulk ships, come

out of the Suisun Bay, Calif., reserve fleet anchorage.

A traveling crane is being installed on the two ships aft of the midship house to handle loading and discharging of cargo containers from the two after hatches. The four forward hatches and their regular cargo gear will remain as is and be used for conventional break-bulk cargo.

Each C-4 will be able to carry 168 35-foot containers plus 400,000 cubic feet of break bulk cargo, about as much break bulk as a C-2 carries at present. In addition, the C-4s are about 1½ knots faster and have three decks, offering more space for automobiles and other deck cargo which are prominent items in the Puerto Rico trade. The company believes that the combination of container and break-bulk service is ideal in the Puerto Rican trade.

Bull obtained the C-4s from the Maritime Administration by trading in two Libertys, the Angelina and Carolyn. The C-4s, formerly the Marine Panther and the Marine Fox, had been used as troopships by the military. The Panther has been renamed the Alecia, and the Marine Fox the Dorothy. The present Dorothy, a Liberty, will be renamed the Margaret.

**The Gang's All Here**



A visit to the Steel Architect at Isthmian's Brooklyn terminal caught the gang together before the ship paid off. Pictured (l-r) Seafarers Eric Basla, Costa S. Dayos, Kenneth Murphy, Charles Huriburt, Ivar Anderson, G. P. Maddow, with Frank Borst, AB (kneeling), in the foreground.

**YOUR DOLLAR'S WORTH Seafarer's Guide to Better Buying**

**Medical Costs Go Into Orbit; Check On Health Insurance**

There seems no way to stop those soaring medical and hospital bills, or at least, the available ways aren't being fully used. The latest price index shows that costs of medical care again jumped over three percent this year compared to less than one percent for overall living costs. In all, medical costs now are up 62 percent since the 1947-49 base period, compared to 28 for the general cost of living.

As a result of the hardships caused by orbiting medical charges, unions and other community groups are driving for more comprehensive health insurance, with an increasing number even setting up their own health-care facilities.

Some insurance counselors advise that groups should get competitive bids from at least six companies and as often as every year. Of course, the group must calculate whether the new acquisition won't outweigh any savings.

If competitive bids are so important to a group, it's equally vital that your family compare offerings from several companies if you buy insurance individually. The only economical way to buy is in a group. But many families still buy individual policies, often to supplement their group insurance.

Here are features to check, summarized from suggestions by a number of medical and insurance experts, that can be useful to both groups and individuals.

In general, it's more important to look for broad basic benefits than high "maximums." One policy may offer benefits "up to \$20,000," another a maximum of \$10,000. The higher maximum is not necessarily preferable. What's more vital is how much is allowed for specific care, and what proportion of a more-typical sickness bill will be covered. (Also observe whether the maximum applies to your entire family or, preferably, to each member.)

Especially compare these specific benefits: **Hospital Care:** Note how much is provided for hospital bed and board. Some plans may allow only \$10 a day, in comparison to typical charges of about \$21 for a semi-private room. Others may provide full payment.

Compare the allowance for "ancillary" costs—the hospital extras such as drugs, dressings, X-rays, operating room, lab tests and so on. These now often come to as much as room and board.

Further, is out-patient care provided? There is a trend towards nursing-home or home-care provisions to ease the demand for high-cost hospital beds. But many policies do not provide for such care.

**Doctors' Allowances:** Some policies give high allowances for relatively-rare operations but only low amounts for common ones, reports a Social Security Administration medical economist. Compare the allowance for the more-common operations like appendectomies. You should also observe whether doctors' services are provided for in the hospital only or also in office and home, and whether diagnostic services outside the hospital are covered—a valuable provision.

**Compare The "Deductible":** With insurance companies now promoting "major medical" policies, it's vital to compare how much of the bill you would have to pay before the insurance pays. Note whether the deductible applies to each family member or, preferably, the whole family, and whether to each illness or, preferably, to "each benefit period," and how long the "benefit period" is.

**Income Limitations:** Some plans stipulate that only families under a specified income limit have their doctor bills paid in full. Union insurance directors advise that you observe whether the limit is high enough so you won't have to pay additional fees.

**Dependents:** Note whether your family gets the same benefits as the breadwinner, which is the current trend; until what ages your children are covered, and the amount of maternity benefit and waiting period.

**Conversion:** More attention is being given to provisions for converting to individual coverage when leaving a job. Many people lose their coverage when they need it most—when income is reduced.

**Policy Restrictions:** Especially in buying individual policies, make sure that:

- (1) The policy is guaranteed renewable and non-cancellable, not only for the term of the policy but for your lifetime.
- (2) That the policy won't carry any "elimination endorsement" excluding coverage for existing conditions or illnesses for which you had recent attention.
- (3) That the "period of contestability," during which the insurer can contest a claim, is not more than two years from date of issue.
- (4) That "disability" is not defined as confinement to your home.

(Ed. note: In all cases where Seafarers or their families may decide to purchase private hospital-surgical-medical insurance, they are advised to check first on the full benefits and coverage provided under the SIU Welfare Plan.)

# See Big Harbors, Canal Via Controlled A-Tests

Seafarers may one day find themselves calmly sailing through canals and harbors blasted into existence by controlled atomic explosions that can quickly do massive earth-moving jobs at relatively low cost. Recent US atomic tests already point the way to one possible use—a new "Panama Canal."

Talk of a new canal to accommodate today's supertanker tonnage has been going on since the war due to the limitations imposed by the 1914-built waterway.

Possibilities opened up by one underground US atom test indicate that within the next few years, the building of Panama-type canals, harbors, tunnels and channels could be speeded by nuclear energy. Scientists have found that the enormous pressure built up by atom blasts and their accompanying shock and heat waves can do bigger excavating jobs faster and cheaper than ever before.

### Alaska Harbor Job

The next experiment in this area is expected to take place next year in an isolated area along the Alaskan coast when attempts are made to blast out a huge navigable harbor by using a series of atomic devices.

Properly controlled, the new technique also suggests solution to

the long-debated proposals for a direct link between England and France across the English Channel. In various forms, a bridge or tunnel project to span the 23 sea miles across the Channel has been under serious discussion for almost 160 years.

Interest is again focused on the idea because of the growing interdependence involving Great Britain and the continent plus the vast rise in Channel passenger and freight movements. A decision is becoming imperative for financial reasons since the British and French face heavy outlays for renovating transport facilities on both sides of the channel. They must soon decide whether to go ahead with major improvements or just do necessary repairs pending the completion of a direct link.

However, no agreement between interests in both countries is yet evident on whether a tunnel or bridge is more desirable. The techniques made possible by recent atomic experiments could speed a decision on a matter under discussion since Napoleon's day.

## Hammer Away



Assortment of hammers for stowage in deck locker keeps Seafarer H. Galphin busy on the Robin Goodfellow. Galphin was carpenter on recent trip.

## Lost In '42

# Map Plans To Salvage Ore Cargo

A shipping concern has announced plans to salvage the cargoes of two SIU-manned ore ships torpedoed off Cape Hatteras in the early days of World War II.

Eighteen Seafarers plus the skipper and radio operator lost their lives in the sinking of the Venore. The entire Marore crew was able to get away safely before the ship went down just 20 years ago.

The proposed salvaging operation has been disclosed by the Stefanich Shipping Company, which indicated it was ready to undertake the salvaging work within the next few weeks, with Morehead City, NC, serving as its base.

Both the Venore and the Marore were eventually replaced in service by two other vessels that carry their names and are still being manned by Seafarers as part of the Ore Line fleet.

Under the terms of its reported contract with Bethlehem Steel, owners of the Ore Line, Stefanich will attempt to salvage some 23,000 tons of high grade iron ore from the two ships. Bethlehem would receive a share of the gross profits from the sale of the ore recovered. The Venore sinking was on January 25, 1942 and the Marore was lost a month later.

# THE FISHERMAN and CANNERY WORKER

## Congress Aid Urged Against Runaways

WASHINGTON—A Congressional committee has been told that a lack of balance in US Government policies covering the tuna fishing and canning industries may eventually drive the American tuna fleet off the high seas. Controls on canned tuna imports are not the answer, according to SIUNA fishermen.

Present import duties on canned tuna work only to the advantage of domestic canners, declared John Calise, secretary treasurer of the SIUNA-affiliated Seine and Line Fishermen's Union of San Pedro, while the flight of America tuna boats to other countries continues. A spokesman for the boat owners paralleled Calise's testimony.

Protected against canned im-

ports, the major canners brought in huge quantities of raw and frozen tuna from Japan in a move to depress prices and keep new, smaller US canning companies from expanding. This built up a consumer following for the Japanese product until Japanese producers had a 60 percent share of the market and were able to raise prices, they pointed out.

The West Coast fishing representatives said domestic tuna can be purchased by American canners for \$40 a ton less than Japanese imports, but the canners are now seeking new sources that will enable them to depress prices again.

US fishermen are caught in a squeeze as a result of these practices and expect a new flood of imports "to the almost total disregard of the American producers," the Congressmen were told.

Both the union and the boat owners called for legislation that would allow fresh or frozen tuna into the US only if shipped from the country of origin, as a means of discouraging more runaway tuna clippers from competing with heavily-mortgaged American boats. They also proposed adding duties on frozen or raw tuna as an aid to domestic fishermen.

Among unions in the SIU are a number of groups of commercial fishermen on all coasts, as well as shoreside fish canneries and processors. They are involved in such widely-diversified fishing operations as scalloping, tuna fishing, salmon fisheries, cod, halibut and many others. Groups involved include the New Bedford Fishermen's Union, Atlantic Fishermen's Union, Alaska Fishermen's Union, tuna fish and cannery unions operating out of California ports and groups in Bristol Bay, Kodiak, and elsewhere in the far northwest Pacific.

## LABOR ROUND-UP

The first labor union in the southern Mississippi town of Picaune was established last month when the International Woodworkers of America won an election at the St. Regis Paper Company. The union won despite an aggressive campaign by the town's chamber of commerce and industry to defeat IWA organizing. . . . More than 100 actors, singers, and other entertainers, all members of the AFL-CIO Associated Actors & Artists, entertained US servicemen overseas with USO shows during the Christmas holidays.

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The International Typographical Union, moving its headquarters to Colorado after 72 years in Indianapolis, donated its large statue of Benjamin Franklin to Franklin College near Indianapolis. . . . Communist domination of the unaffiliated International Union of Mine, Mill and Smelter Workers was charged by a federal examiner of the Subversive Activities Control Board. The examiner recommended that the union be listed as subversive. If the findings are adopted, the union would lose its rights under the National Labor Relations Act. The case is the first one against a union under a 1950 law. Mine-Mill and ten other unions were expelled from the old CIO on charges of Communist-domination.

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Local 1100 of the Retail Clerks in San Francisco has won its strike against the J. C. Penney Company in that city. The department store local, which signed a three-year pact with wage raises with the company, notified all AFL-CIO unions which supported its action that the strike is over. . . . The month-long-strike of United Auto Workers against Trallmobile, a Cincinnati subsidiary of Pullman, Inc., ended in December when workers accepted a 42.3 cent package offer in a three-year contract.

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A New Year's Day strike on New York City subways was averted when the Transport Work-

ers Union signed a new two-year contract covering 28,000 transit workers. The Transit Authority agreed not to lay off workers during the life of the pact. . . . Another "runaway" plant, American Spring Co., which left the small community of Holly, Mich., for North Carolina in 1960, will try to return to its old site. Lack of skilled labor in North Carolina was given as the reason for the return. A year ago, the C.M. Hall Lamp Company returned to Detroit from the South for the same reason.

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Dan Lewis, Detroit Lions football star, must have inherited his strength from his father, Douglas, a member of the International Ladies Garment Workers in Freehold, NJ. The senior Lewis saved a fellow worker who was glued to a machine with a 220 volt current by wrapping a pair of pants around the victim and yanking him free.

## Beached At Waikiki



Crewmen of the grounded Japanese tuna boat Hiroshima Maru No. 2 swim and wade ashore after they had to abandon ship near Waikiki, off Honolulu, Hawaii. The fishing boat ran hard aground on a coral reef while trying to dock for fuel and cut a hole in the engine room. All 30 crewmen escaped unhurt from the vessel (background).

## King Crab Booms Alaska

KODIAK, Alaska—Last year's catch of Alaska king crab has outstripped 1960 production and has built extra financial muscle into the Alaska fishing industry.

Fishing for the huge, ugly crustacean has provided more economic stability for fishermen in Alaska waters whose earnings previously depended solely on the success of the short summer salmon season.

The king crab boom has benefited many fishermen who are members of SIUNA-affiliated unions in Kodiak Island, Bristol Bay and in the Bering Sea area. Most king crabs, however, come from the icy waters around Kodiak Island.

When mature, the crab weighs as much as 24 pounds before being cooked and cleaned. The light shell is red topside and white underneath and the longest legs may stretch nearly five feet from tip to tip.

The thin leg shells can be easily stripped away leaving a solid piece of delicious meat nearly two inches thick and six or seven inches long.

The continuing growth of the king crab market in all parts of the US makes fishing it worth while, particularly because there is little waste. This is fortunate because fishermen around Kodiak brave rough weather to gather the crabs in traps or trawls.

## Seek Ban On Out-Of-State Fishing Boats

NEW BEDFORD—Seeking to protect jobs in the Massachusetts fishing industry, the New Bedford Fishermen's Union has gone on record in favor of closing Vineyard Sound and Nantucket Sound waters to any out-of-state dragger.

The SIUNA affiliate supported the move to bar out-of-state vessels from fishing waters off the Massachusetts coast in action at its December membership meeting.

At the same time, the union membership backed a proposal that Vineyard and Nantucket Sound waters be open 24 hours a day to fishing vessels registered in Massachusetts.

Other action at the NBFU meeting included the adoption of an amendment to the union constitution granting honorary membership to disabled members drawing disability benefits.

The amendment was passed by a margin of almost 97 percent in secret balloting earlier. The meeting voted unanimously to accept a tallying committee's report and to grant honorary membership to disabled fishermen who qualify under the new amendment.





# SIU SOCIAL SECURITY DEPARTMENT

## SOCIAL SECURITY REPORT

Joseph Volpian, Social Security Director



### Drug Industry Abuses Under Fire

A sidelight to the whole issue of medical care for the aged is the situation involving the American drug industry, which clearly stands in need of a remedy for abuses that seem to have made US drugs the highest priced in the world. Due to the widespread existence of abuses, few consumer issues have so aroused the public as the Kefauver committee's exposure of the industry.

The problems revealed by the committee are economic, medical and moral. The study indicated, on the economic side, that the structure of high drug prices rests on a system of patent monopolies and restrictive licensing agreements, plus brand-name specialization and heavy advertising outlays.

On the medical side, basic advances in drug research have been subordinated to the development of minor drug derivatives and new combinations of existing substances, frequently valueless, which can be sold at a "rewarding profit." The abundance of often useless drugs accompanied by unsubstantiated claims poses a danger to the public.

In the light of all the facts developed during the hearings, the proposed remedies set forth in bill S. 1522 represent minimum reforms. The committee itself, after lengthy hearings and testimony from scores of witnesses, expressed the belief that no one should "make a monopoly profit" or have the right to withhold from the public products which "may spell the difference between life and death."

The committee also showed that new drug products are put on the market with bewildering rapidity each year as each company strives to get ahead of its competitors by coming out with the latest. Medical authorities have sharply questioned the need for such a torrent of products.

The Kefauver committee report found that leading prescription drugs generally sell at much lower prices abroad than in the US. In its report it said that manufacturing costs for 22 companies in 1958 were 32.1 percent of the sales dollar while selling expenses were 24.8 percent, profits 13 percent and research—the factor heavily stressed by US companies in explanation of their prices—6.3 percent of the sales dollar.

Drug industry abuses are not the only problem that consumers and the Government have to face in this field, as some commercial pharmacists also seem to have engaged in questionable activities. The latest news in this area is a Food & Drug Administration crackdown on the illegal resale of physicians' free samples of drugs.

Included in a recent seizure of repackaged samples valued at \$1,100 was a container labeled with the name of a combination tranquilizer and diuretic drug, but which actually contained tablets of a different drug. Three other seizures of repackaged samples obtained from doctors and drug detail men were also reported by the FDA. In each case, the agency said, important information required by the Federal Food, Drug & Cosmetic Act was not transferred to the new packages.

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

### S&A Payments



Sickness and Accident benefits keep mounting as Seafarers Eric Dale (top, right), John Mueller (center, right) and Francis Wherrity (above, left) receive checks from SIU representatives in Wilmington, New York and Philadelphia. Payments represent \$56 per week in Union welfare benefits for outpatients.

## SIU CLINIC PROGRAM SET FOR PHILADELPHIA STARTING FEBRUARY 1

PHILADELPHIA—The SIU's free medical examination program will be extended to this area for the first time on February 1, when Seafarers and their dependents become eligible to use the Union Health Center of the AFL-CIO International Ladies Garment Workers Union. Arrangements for SIU use of the long-established ILGWU facilities are now being completed.

Expansion of SIU diagnostic medical services to this port fulfills a long-standing objective of the Union's medical program, which operates its own clinics in New York, Baltimore, Mobile, New Orleans and Houston. SIU use of the ILG center here, at 925 North Broad Street, is on a similar basis to the arrangement in Baltimore, where garment workers and their families utilize the services of the Seafarers clinic in the Baltimore SIU hall.

Recognized as one of the finest union health centers in the country, the ILG installation here is one of sixteen maintained by the garment union in various parts of the country. It will provide the same type of comprehensive head-to-toe exam now being given at other SIU clinics.

Arrangement With ILGWU  
Union and company trustees of the SIU Welfare Plan recently decided to seek an arrangement with the ILG as the easiest way to get the SIU medical program established in this port for servicing of Seafarers and their families.

Now in its 18th year, the ILG Health Center maintains 19 separate medical departments and specialized services in a modern, four-story building. It provides all necessary services for the complete diagnostic care sought under the SIU program.

As in the other ports, visits to the clinic will be arranged by appointment to allow for orderly scheduling of examinations. The facilities will be open available for SIU men on Monday, Wednesday and Friday mornings and for dependents on weekday afternoons, evenings and Saturday.

mornings. Dr. Samuel C. Stein, who has 32 physicians under his direction, is the center's medical director.

## Two Oldtimers Go On Pension

The number of veteran Seafarers retired on SIU pensions during 1961 hit 50 when two more oldtimers were added to the pension ranks by trustee action just before the New Year began.

Latest recipients of the lifetime \$150 monthly pensions now being paid to well over 200 Seafarers are oldtimers Luciano Toribio and George Edward Godwin.

Joined In 1941  
A 20-year veteran of the SIU, Brother Toribio joined the Union in Boston in 1941. The 65-year-old Seafarer was born in the Philippine Islands and sails in the deck department. He paid off his last ship, the Del Mar (Mississippi), on June 29, 1961. A brother, Marcelano Toribio, of Luzon, Republic of the Philippines, is listed as next of kin.



Godwin



Toribio

Brother Godwin, a World War I navy veteran, first shipped with the SIU from Baltimore in 1944. He paid off his last ship, the Ames Victory (Victory Carriers), two years ago. The 67-year-old engine department member resides with his wife, Myrtle, in Baltimore.

### Watch Vacation Rights

## Can't 'Cash' Discharges Twice

Seafarers who expect to have a year's continuous service on the same vessel after October 1, 1962 and who are figuring on applying for the new \$800 SIU Vacation Plan payment should be sure to hold all their discharges until that time.

### Proud Papa



New arrival for the New Year is Isabel Gregoria Serrano, proudly shown off by dad, Seafarer Felix H. Serrano, shortly after birth in New York Hospital on January 9.

Rules for the \$800 continuous service vacation payment require that all discharges covering a year's sailing on one ship have to be held until the year's seetime is up. At that time, they can be turned in as usual with the application for vacation benefits.

They will then be processed in the regular manner to provide the \$800 benefit. If the discharges cover more than a year's time due to an extended voyage, benefits will be pro-rated at the \$800 figure for the rest of the time covered. Payments at the \$800 rate can only be collected if the Seafarer actually pays off and leaves the vessel.

New Calendar Quarter  
The question arises since January 1 marked the start of a new calendar quarter and Seafarers accustomed to applying for vacation each time they accumulate

90 days service on discharges may begin doing so again. Those who do and still remain continuously on the same vessel thereby jeopardize their chances of receiving benefits at the \$800 rate later on.

Present Discharges Once  
This is so because the same discharges cannot be presented more than once in applying for vacation benefits. Seafarers cannot apply once for benefits at the \$400 rate and then come back later with the same discharge to collect \$400 more.

The \$800 benefit for continuous service can only be applied for and collected in one lump sum. The \$400 rate, covering time on more than one vessel or for more than one company, can be collected either in a lump payment or periodically each time a Seafarer has discharges covering at least 90 days. No one need leave a vessel to collect benefits at the \$400 rate.



Site for the SIU medical exam program starting in Philadelphia is the modern health center of the International Ladies Garment Workers Union. Arrangement with the ILGWU makes it possible to begin the program right away.

**SIU MEDICAL DEPARTMENT**



Joseph B. Logue, MD, Medical Director

**Oh Doctor! My Foot!**

This is the cry that is being heard with increasing frequency as the effects of modern living and stylish, pointed-toed shoes with pencil heels take their toll, especially with the ladies.

The evil that men do live after them. The effects of the modern type shoe will have its effects for years to come, and more and more will the ladies and men report for orthopedic care, chiropodist treatment and podiatrist guidance.

Through the millions of years of evolution of the human being, the foot has eventually developed into a masterpiece of architectural construction, delicately balanced for use in this age of terrestrial activity. The anterior, posterior arch, as well as midtarsal and metatarsal arches, have all been developed for resiliency and cushioning effect when one walks.

The unfettered foot then is a highly-developed cushion for man's locomotion, and still maintains the grasping power which was necessary during the evolutionary period. The human foot was not developed for walking on hard, flat surfaces, nor was it intended for incasement in rigid, unyielding footwear. Therefore, most of the foot trouble of today is caused by environmental factors.

The Indian, with his soft-soled moccasins, could walk for miles with no foot trouble. The barefoot country boy had no trouble with his feet except traumatic. When a person's environment is changed, as from the farm boy to the soldier, a large number of them develop definite foot trouble, and this was a major cause of rejection during World War II.

The case is related of the Tennessee hill boy who was from Gelch's Gulch, 35 miles from the Selective Service office. He left home early to arrive at the office by foot by 9 AM and there was rejected for flat feet. He allowed he would have to start back for home by noon as he had to arrive there in time to do the chores, such as feeding and milking the cows and getting in wood.

According to one authority, who has done research on the structure of the foot, the usual type of arch trouble is directly caused by mechanical stresses and strains, and is therefore primarily traumatic both in origin and nature. These at times also might be introduced through acute traumatism of a sudden accidental sprain.

However, the great majority of the cases of foot strain represent the chronic accumulative traumatism resulting from uneven weight distribution and faulty movements of stresses through the foot. In either type, the nature of these disorders are traumatic and mechanical. The presence of other factors as toxic arthritis might be a complicating source of symptoms.

The most frequent type of foot disorder is that of metatarsalgia (neuritis of the plantar nerves) which is said to be due to a shortening of the first metatarsal or elongation of the second metatarsal bone so that the weight is thrown on the head of the second metatarsal bone, instead of there being equal distribution over the heads of all the metatarsal bones. From this unequal pressure, there develops thickening of the skin over the head or distal end of the second metatarsal, eventually developing into callous formation or corn.

The stress and strain produces inflammatory swelling of the soft tissues in this area, causing irritation of the plantar nerves with excruciating pain. This condition requires rest to the part, and an inner sole for the shoe to correct the weight distribution.

Callouses and corns, both hard and soft, develop from pressure usually due to improperly fitting shoes. These can be adequately cared for by relieving this pressure and by hygienic foot care.

Plant warts are often troublesome, and, if neglected, require proper surgical care for correction. The cause of this painful and often disabling condition is not definitely known, but probably is improper foot care.

Structural deformities include flat feet, Hallux Valgus and hammer toes. The flat feet develops from improper pronation of the feet and improper stance, plus inadequate musculature, or abuse of proper musculature such as overweight or an occupation which requires long standing on hard surfaces. Flat feet is frequently found in waiters, policemen, nurses or others who spend long hours on their feet. This condition can be prevented and/or improved with proper motivation, instruction and footwear, including proper weight distribution.

Hallux Valgus and hammer toes,

except occasional congenital hammer toes, are the result of improper footwear, and, once developed, will require orthopedic surgery for correction.

Women who have worn high heels for years, find that they have difficulty accommodating to lower heels due to contraction of the leg muscles, the result of elevation of the heel.

Foot care is not a crash program. Proper foot hygiene and sensible shoes are essential for foot comfort. Will we do it? Of course not. The shoe stylist sets the pace.

Now, I will take my exercise. One, two, three, four—thirty—now, I will blink the other eye. (Comments and suggestions are invited by the Department and can be submitted to this column care of the SEAFARERS LOG.)

**SIU SOCIAL SECURITY BULLETIN BOARD**

**SEAFARERS IN DRYDOCK**

The following is the latest available list of Seafarers in hospitals around the country:

**USPHS HOSPITAL BRIGHTON, MASS.**  
 George Braal  
 Lawrence Chapman  
 Alfred Duggan  
 Donald Leight  
 Florence Letis

**USPHS HOSPITAL GALVESTON, TEXAS**  
 G. W. Alexander  
 Richard Bohn  
 A. J. Bullard  
 O. L. Cline  
 R. D'Ferraiet  
 M. W. Grant  
 Walton Gilliam  
 James W. Gordon  
 Burt Hair  
 H. F. Holmes  
 William Hay

**USPHS HOSPITAL SEATTLE, WASH.**  
 Bill E. Divina  
 Leon Hebert  
 Vincent Hooper  
 Juan Lalgo

**USPHS HOSPITAL NEW ORLEANS, LA.**

Arvo Antilla  
 James Armstrong  
 Paul Arthofer  
 Felipe Basalida  
 Paul Bates  
 Percy Bover  
 Clyde C. Brown  
 Lester Brown  
 Daniel Brown  
 Albert Cantler  
 Thomas Dalley  
 C. DenOnden  
 Joaquin Dimas  
 Albert Doty  
 Alan Doulet  
 John East  
 George Edmondson  
 Harry Emmett  
 James Franklin  
 Julio Gale  
 Needem Galloway  
 Alfonso Gonzales  
 Lee Harvey  
 Henry Hill  
 Andrew Howard

**USPHS HOSPITAL BALTIMORE, MD.**  
 Frank Bane  
 Kenneth Brown  
 Richard Cody  
 Charles Crockett  
 Millard Cutler  
 Edward Denchy  
 John Drummond  
 Ignacio Eislerio  
 James Faust  
 Louis Firlie  
 Patrick Foy  
 Robert Fravel  
 F. Gonzalez  
 James Helgoth  
 Daniel Hill  
 L. Holbrook  
 Paul Huggins  
 Phillip Jeffers

**MOUNT WILSON STATE HOSPITAL MOUNT WILSON, MD.**  
 George Gass  
 Theodore Valmas

**VICTOR CULLEN STATE HOSPITAL CULLEN, MD.**  
 Alvino Terrazas

**USPHS HOSPITAL SAVANNAH, GA.**  
 C. G. Brown  
 John H. Morris

**USPHS HOSPITAL SAN FRANCISCO, CALIF.**  
 Ernest Anderson  
 William Brause

Charles Lane  
 Harry Lowther  
 Phillip Mason  
 Robert Mentelam  
 C. Neukirchner

**USPHS HOSPITAL NORFOLK, VA.**  
 Allen Burke  
 C. O. Saunders  
 J. W. Short

**USPHS HOSPITAL STATEN ISLAND, NY**

Ahmed Abdo  
 John Andringa  
 George Berry  
 I. Bugajewski  
 Fructuos Comacho  
 Antonio Carrano  
 Ho Yes Choc  
 Thomas Connell  
 John Coughlin  
 Thomas Cox  
 John Dern  
 George Foley  
 Fred Fondila  
 Paul Foy  
 Sam Grendl  
 Hemsley Guinler  
 James Helms  
 Chan Hon  
 John Jelletta

**SAILORS' SNUG HARBOR STATEN ISLAND, NY**  
 Henning Bjork  
 Alberto Gutierrez

**VA HOSPITAL WEST HAVEN, CONN.**  
 James Gorman  
 Henry Smith

**USPHS HOSPITAL MEMPHIS, TENN.**  
 Albert De Forest  
 Clarence Shively

**USPHS HOSPITAL FORT WORTH, TEXAS**  
 Ben Delbler  
 Carl E. Gibbs  
 Abe Gordon  
 Thomas Leahy  
 Max Olson

**VA HOSPITAL IOWA CITY, IOWA**  
 Eric Hoffman

**PINE CREST HAVEN COVINGTON, LA.**  
 Frank Martin

**US SOLDIERS HOME WASHINGTON, DC**  
 William Thomson  
**VA HOSPITAL KERRVILLE, TEXAS**  
 Willard T. Cahill

**Physical Exams—All SIU Clinics**

November, 1961

Port	Seamen	Wives	Children	TOTAL
Baltimore	84	11	4	99
Houston	65	10	3	78
Mobile	48	5	2	55
New Orleans	148	17	14	179
New York	326	44	22	392
<b>TOTAL</b>	<b>671</b>	<b>87</b>	<b>45</b>	<b>803</b>

**SIU Blood Bank Inventory**

December, 1961

Port	Previous Balance	Pints Credited	Pints Used	TOTAL ON HAND
Boston	5	0	0	5
New York	97	38	23	112
Philadelphia	84	11	10	85
Baltimore	38½	8	1	43½
Norfolk	16	0	2	14
Jacksonville	32	1	0	33
Tampa	2	0	0	2
Mobile	30	0	0	30
New Orleans	17	1	0	18
Houston	8½	14	0	17½
Wilmington	20	6	0	26
San Francisco	(14)*	6	6	(14)
Seattle	15	0	0	15
<b>TOTAL</b>	<b>346</b>	<b>83</b>	<b>42</b>	<b>387</b>

\* Figures in parenthesis ( ) indicate shortage to be made up.

**SIU Welfare, Vacation Plans**

Cash Benefits Paid  
 November 16 - November 30, 1961

	CLAIMS	AMOUNT PAID
Hospital Benefits (Welfare)....	3490	\$17,067.46
Death Benefits (Welfare).....	11	16,000.00
Disability Benefits (Welfare)..	221	33,080.00
Maternity Benefits (Welfare)..	17	3,400.00
Dependents Benefits (Welfare)..	94	24,927.72
Optical Benefits (Welfare)....	169	1,689.51
Outpatient Benefits (Welfare)..	240	20,027.00
<b>Summary (Welfare) .....</b>	<b>4242</b>	<b>\$116,191.69</b>
<b>Vacation Benefits .....</b>	<b>795</b>	<b>\$127,046.11</b>
<b>TOTAL WELFARE, VACATION BENEFITS PAID THIS PERIOD...</b>	<b>5037</b>	<b>\$243,237.80</b>

**Lighting Up The Holiday**



Christmas eve photo shows Seafarer W. Mellon (left) and MEBA engineer Joseph Paex enjoying smokes at the USPHS hospital, Staten Island. SIU welfare rep. had been around earlier that day distributing \$25 Xmas bonus plus a carton of cigarettes for hospitalized Seafarers. The same yule tradition was carried out in all SIU ports for the holiday.

### Claims Dangers In Oil Pipelines

To the Editor:  
For many years the petroleum industry has transported oil from the Gulf of Mexico to various US seaports in tankers. These shipments are made to isolated storage tanks, properly equipped with foam-smothering apparatus and other safety devices adequate to

get to visit with each other once in a while.  
My son is shipping in the SIU now and probably will make the East Coast for a visit. Luck to all.

James F. Barrett

### Thoughts Still With Union

To the Editor:  
I have just recently moved and am sending you my new address so that I may continue to receive the LOG. I stopped sailing in 1953 but, as an old-timer, my thoughts are still with the Union.

I hope someday to make another trip with the SIU, possibly as night cook and baker or chief cook, the rating I sailed before. Until then, I wish all smooth and safe sailing and a very happy New Year.

Arthur Brazil

### Cites Need For Clear S & A Rules

To the Editor:  
I am writing about the SIU Sickness and Accident welfare benefit which recently went into effect. The \$8 per day is very good but, as with a lot of the other benefits, will only help a certain amount of the membership.

The ones who live near a USPHS hospital will be alright, but how about a member who lives inland? For example, a person becomes sick who lives 150 miles from a USPHS hospital and who lacks the customary and needed 60 days aboard ship in the last 90 to get into the hospital. How can he get the \$8 per day?

I understand you must have an "unfit for duty" before you can collect it. Would you please explain this in the LOG.

John Cadigan

(Ed. note: If you are ill or injured ashore, are not receiving maintenance and cure and are able to meet the Basic Eligibility Rule of the Welfare Plan by showing one day's seetime in the previous six months plus 90 days in the last calendar year, you qualify for S&A benefits. A letter from any approved hospital or a letter from a licensed physician on his letterhead is sufficient to establish proof of an illness or accident.)

### Offers Thanks For Welfare Aid

To the Editor:  
My wife and I wish to thank the SIU Welfare Plan for its continuing payments for our daughter's hospitalization since her transfer to Willowbrook State School on Long Island.

Because of the Plan's generous financial aid we are better able to fulfill our obligation to our other child.

With best wishes to all for the holiday season.

Carl McDaniel

# Ex-Seafarer's Canoe Trip On Amazon 'Easy As US 1'

A former Seafarer who made a 2,200-mile floating trip on the Amazon in a thatched native canoe says he found the river route "disgustingly civilized—practically the US 1 of South America." Now back in the States, Charles Wills is planning another jungle river trip in Ecuador as soon as he can get some money and equipment together.

Traveling without motor or sails in a 21-foot native craft dubbed "El Vagabundo," Wills had only a small dog as a companion on the Amazon voyage. He recounted his adventures during the nine-week-escapade on a TV show but has had some trouble selling the story to a magazine.

His story so belittles the dangers of the jungle route and the lack of "headhunters" that publishers have so far shown little interest in the feat.

Barely 5'6" tall and a 125-pounder, Wills did battle violent storms and narrowly escaped death several times, according to his account.



Wills

Most of this was due to some bad brushes with nature, however, so he passed off the dangers of traveling the Amazon as so much nothing.

The sandy-haired Seafarer began sailing with the SIU in 1958, generally on deck, which proved useful in handling "El Vagabundo" in the course of his travels.

It cost him \$100 to build and equip the boat, which took him from the head waters of the Amazon at Iquitos, Peru, over the 2,200-mile unplanned route. Sailing solo with the dog, named "Soldato," he was lost for a number of days when the current swept him into a "blind" lake and he had a time finding another outlet back to the Amazon.

This apparently was the worst of his experiences, though his trip earned him an invite to the select Adventurers Club, which he'd been reading about for years.

He carried lots of antibiotics, aspirin, disinfectants and surgical needles on the trip, and he dispensed these freely to the natives as he went along. These actions probably served as a "safe con-

duct" to get him from place to place, once it became clear he meant no harm to anyone.

Wills admits to no prior medical training, but he did get "fees" from the natives on occasion in the form of a stalk of bananas or some dried fish. He lived simply and economically on such gifts, plus beans and rice and what game he could shoot with a single shot 16-gauge shotgun. Monkeys and parrots made up most of the game.

As long as he was able to get on in this fashion, it wasn't until he was within 200 miles of the river's mouth, where the waterway broadens out into a vast sea with 12-foot tides, that Wills put the craft aboard a river steamer and ultimately headed home.

The dog was left with some Brazilian Baptist missionaries who fell in love with the pooch. It was given to Wills by some Brazilian soldiers, which explains the name.

He had planned to make another trip at the end of last year, but his boat was broken into and most of his equipment and medical supplies were stolen. He is now trying to obtain some financial help, according to a former shipmate, galley gang Seafarer Robert E. Hartley, so that he can return. Seafarers who might like to have a hand in getting Wills on the way again are asked to contact him at 1908 Karen Street, Burbank, Calif.

When Wills does make a return voyage, he plans on including an amateur magician's kit along with his medical supplies. "I found that these primitive people love a little entertainment," he explained. "The most rudimentary trick enthralls them and, if you can treat a few of their wounds and infections after that, you're in."

### Good Looking



Latest addition to the LOG's family picture gallery is Frank (Piggon) Flint, Jr. He's nine years old and lives in Baltimore, Md. His father, Seafarer Frank Flint, sails steward.

## LETTERS To The Editor

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eliminate out-of-control fires in the event of explosion.

Experts agree that, due to their huge capacities, these tankers are as economical as the cross-country pipelines, except that pipelines can be run direct to inland cities and save the cost of barges or overland carriers.

Let the loss of many jobs remain beside the point, as this seems to be the current trend. However, can the people of this nation be complacent and unprotesting while a network of pipelines, loaded with volatile inflammable liquids, slowly encircles their communities?

There is no doubt in my mind that the Russians and Red China possess exact locations of these ideal targets, the bombing of which may well bring about the destruction, by fire, of this nation, should a shooting war begin.

This is the time for the American people to call a halt on the construction of these pipelines by writing their Congressmen in protest.

Frank F. Reid

### Injured Seafarer Keeps In Touch

To the Editor:  
Will you please send the LOG to me at my home address. I miss it very much.

I had a bad fall from a boom while on the Alcoa Pilgrim and injured both heels. While I've made some recovery I seem to have hit a standstill point, although I have by no means given up. Now it seems to be in the hands of the doctors.

I keep busy by reading and seeing old buddies though, of course, just sitting and reading isn't exactly the best thing for a Seafarers' nerves. I did get the LOG while I was in the San Francisco Marine Hospital. I was saddened to hear about Blondie Johnson. Sammy Joseph is still in rough shape but better than he was and we

## Steel Rover Crew's Kindness Is Remembered By Officer

The little kindnesses that remain after deep sorrows often count the most. A case in point occurred on the Steel Rover (Isthmian) recently, when the mother of third mate Frank Jones died.

When the crew learned of this, the ship's delegate, passenger utility Bartolo Cruz, put up a notice on the board:

"Mr. Jones mother died recently. Anyone who wishes to con-

tribute a small sum of money for flowers may do so. Give the money to the ship's delegate who will make the necessary arrangements."

In their turn, the officers similarly responded and sent a letter to Jones "expressing their deep regrets."

When he was able to, Jones posted the following on the ship's bulletin board:

"I cannot find words to express my thanks and gratitude to all for their kindness to me when I got word of my dear mother passing away a few days ago.

"The memory of what you have done will always linger in my heart. I shall never forget your kindness. Once again permit me to thank all from the bottom of my heart."

This routine exchange on the Rover, which occurred well before the holidays, again simply demonstrates the "Brotherhood of the Sea" on all occasions.

### Notify Union On LOG Mail

As Seafarers know, copies of each issue of the SEAFARERS LOG are mailed every month to all SIU ships as well as to numerous clubs, bars and other overseas spots where Seafarers congregate ashore. The procedure for mailing the LOG involves calling all SIU steamship companies for the itineraries of their ships. On the basis of the information supplied by the ship operator, four copies of the LOG, the headquarters report and minutes forms are then airmailed to the company agent in the next port of call.

Similarly, the seamen's clubs get various quantities of LOGs at every mailing. The LOG is sent to any club when a Seafarer so requests it by notifying the LOG office that Seafarers congregate there.

As always the Union would like to hear promptly from SIU ships whenever the LOG and ship's mail is not delivered so that the Union can maintain a day-to-day check on the accuracy of its mailing lists.



# Aboard Ship At Sea Or Ashore, Seafarers Have Good Holiday

The 1961 holiday season has come and gone, but the memories—and the calories—linger on. Tradition has been upheld once again in making the recent celebrations the "best ever" so far for Seafarers in all corners of the world.

Most of the efforts naturally centered around the ship-board steward departments as the point of production for holiday feasts and preparations in true SIU style. As usual, judging from the menus and comments from a variety of ships, the galley gangs tried and succeeded in outdoing each other.

Many a holiday treat was the outcome of months of previous

planning, since a large number of ships hadn't touched Stateside ports for long periods prior to the holidays. They had to stock up well in advance to make sure the necessary edibles and trimmings were aboard in time.

Fortunately for those not in the culinary department, they could just sit back, enjoy the results and not even worry about doing the dishes.

## Trees And Wreathes

Christmas trees and wreathes were well in evidence on many ships, sometimes due to careful advance planning and often because of last-minute foraging in far-off places. On some vessels, as on the Robin Trent (Robin), it also became a matter of question after the holiday to determine who had to take down the trimmings

and when was the right time to tackle this task. The issue was resolved amiably, however, in keeping with the spirit of the season.

## Day Before Christmas

On the Rocky Point (Bull), the festive board had to be laid out a day early, once the steward pointed out that the ship was scheduled to transmit the Panama Canal on December 25. Thus, Christmas dinner came to the Rocky Point on December 24, when the galley could put forward its best efforts.

A couple of ships doubtless got caught in the act of passing the International Dateline just around the holiday, so it's even possible one or two completely "missed" the holiday or theoretically had two of them as they sailed East or West over the Dateline.



The Steel Traveler (Isthmian) spent its Thanksgiving holiday at sea in the Pacific, but chief cook E. Gates (left) and steward A. Dormal were on hand in the galley prepping up a meal to help the gang forget they weren't ashore or back home. A. H. Schwartz, DM, sent in the snapshot.



Preparing to cut a succulent Thanksgiving ham on the Beauregard (Sealand), chief cook Cristobal De Jesus stopped for just a moment while Joe Fried, oiler, shot this picture. A turkey was next.



Down in Trinidad, West Indies, the missile ship E 42-1836 (Suwannee) featured this holiday greeting display created by John J. Naughton. Walter Lesco-vich sent in pix.



Aboard the Madaket (above), Thanksgiving dinner scene includes Jim Mehan, bosun; steward Esperseto; Robert Roberson, MM; F. E. Taylor, Bob McGonegal, ABs; Burns Winfield, galleyman; Harry Hammond, BR; Eddie O'Bryant, 3rd cook; Jim Rimpotti, OS. It was Auld Lang Syne time far from home for this quartet off the Alcoa Pilgrim (top, l-r) as E. J. Carovona, V. T. Garvey, J. Bednar and A. Levine welcomed in the New Year at the Seamen's Club in Okinawa.



What is Christmas without a tree? To make sure that the Santore (Ore Navigation) would celebrate the holiday properly, steward D. M. Wood purchased some trees before the ship left Houston, Texas. They were set up in the crew's mess (above) and in the officer's mess. All hands agreed that the Christmas affair aboard the vessel was one they will long remember and thanked the galley gang for efforts.

## Wants Nuclear Cargo Rules

To the Editor:

There is much being written and said in protesting the recent series of above-ground Soviet nuclear tests which included the explosion of a 50-plus megaton bomb.

Almost all the nations of the world, including the United States, either appealed or pro-

## LETTERS To The Editor

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tested the tests to the United Nations or direct to the Soviet Union in an attempt to halt the tests which added massive amounts of radioactive fallout to the atmosphere and served only to jeopardize the health and well-being of the world.

It stands to reason that if a nuclear test 6,000 miles away in Siberia can effect the air we breathe, the food we eat, damage our reproductive organs and effect the health of our families for generations to come, then radioactivity from a reactor carried just forward of the midship house on a ship would mean either death or excruciating agony to anyone approximate to it in case of an accident. Those approximate to it are the crew and officers, of course.

True, the reactor that was carried by the Steel Artisan during parts of October and November, 1961, was shielded, but it was on a trailer mounted on wheels alongside No. 3 hatch, which is a very vulnerable position in rough weather.

Luckily we had no rough weather during the 30 days we had this trailer with the reactor aboard ship. But it gives you something to think about. This trailer could have been shaken loose by a sea hitting it broadside, or some other piece of deck cargo could have gone adrift and damaged it by ramming or else the stevedores might have created a disaster by mis-handling it. None of these things are uncommon.

In the future it is to be expected that more and more radioactive material will be shipped aboard American vessels. It seems proper that the Union and ship operators would take into consideration the dangers involved in transporting this material and draw up penalty or compensation clauses and working rules to cover cases where this type of cargo is carried.

Crew, SS Steel Artisan

(Ed. note: The above letter was signed by 33 Seafarers aboard the Steel Artisan.)

## Appreciates Aid Given In Hospital

To the Editor:

May I take this opportunity to thank the Union and particularly the A&G District for the kindness shown me while I was the Staten Island Marine Hospital from November 3 until December 1, 1961.

I also wish to thank the SIU for the welfare aid given me by the representative who called at the hospital every Wednesday and who also spread good cheer among the

Seafarers there. In closing, I wish the Union and all its members a very happy New Year.

Vincent J. Hoesel  
Great Lakes District

## Thanks Brothers For Condolences

To the Editor:

I would like to take this opportunity to thank the entire crew of the Transwarren for the respect and condolence they offered me when they heard that my mother had passed away.

There are no words of praise that I can say to show my gratitude to the crew when, during my time of grief, they came and offered help so that I could be present when my mother was buried. Unfortunately, when I reached port I was told by my son that my mother had already been buried.

Once again Seafarers have shown what the words Brotherhood of the Sea mean: Your fellow brothers are ready and willing at all times and in all places to give a helping hand to their fellow seamen.

My family and I are very grateful and cannot find words enough to express our thanks or show our gratitude. As for myself, I hope to sail again with these brothers and try in some way to show them that I will never forget the kindness and consideration shown to me when I needed it most. I thank them all from the bottom of my heart and extend to them my best wishes.

Ramon Aguilar

## Chatham Seeks Library Variety

To the Editor:

Having been elected by my shipmates to act in the capacity of ship's librarian aboard the Chatham, I am assuming the privilege of writing to you concerning the books that have been placed aboard our vessel.

With all due respect for past efforts, I humbly request more books of a technical nature that are suitable for all hands. Books on hobbies of any kind that are applicable to our particular environment are most desirable.

Of help to the man that is honestly trying to create a home for himself, his wife and his children, are books on home hints, even though these may not be of interest to all.

In addition, books and magazines are welcome on such subjects as photography, archery, science, mechanics, law, credit bureaus, economics, history, etc. In short, books are needed on anything at all that will really occupy the mind during the days and nights at sea.

Daniel D. Backrak

## Airlines Help On Home Travel

To the Editor:

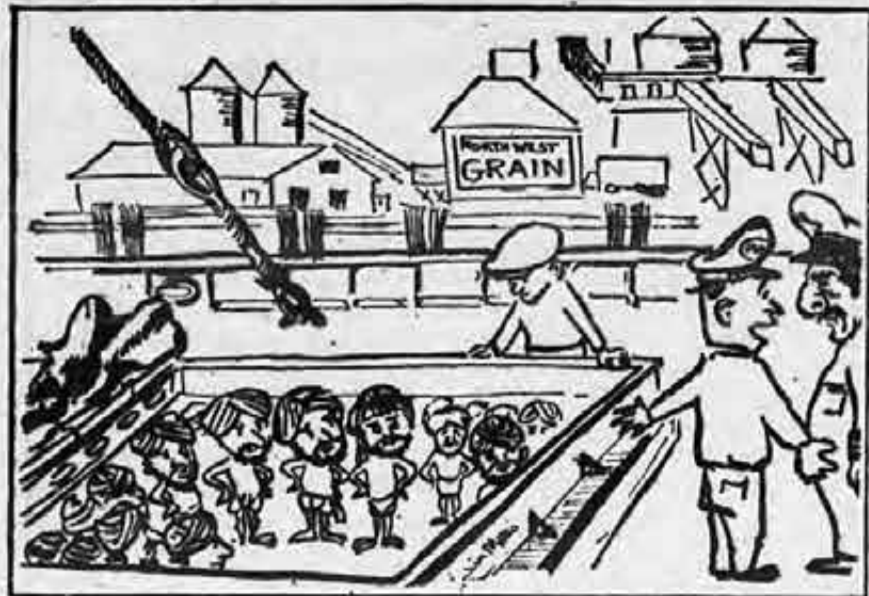
Seafarers may be interested in knowing the following when they have to fly to their home ports after returning from an overseas voyage. In many cases, they may be given consideration on luggage weight by showing their discharge papers.

In many instances, they also may be able to carry from 10 to 15 pounds over the weight limit without paying for the extra weight. Many airlines show this consideration to seamen and Seafarers will appreciate knowing this bit of information.

Arthur F. Beard

### Shipsape

by Jim Mates

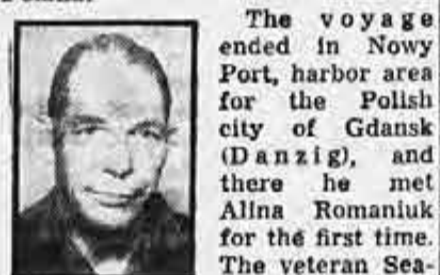


"But Captain! The bosun said the hold was cleaned and battered down back in Calcutta..."

## Seafarer's New Year's Present - Polish Bride Coming Here

Seafarer Clyde LaVerne Van Epps is waiting for an unusual New Year's present: Sometime in January his Polish bride is expected to obtain the necessary papers that will enable her to join him in League City, Texas.

Van Epps' story of happiness at home sprinkled with a little red tape, goes back to 1960 when he shipped out as a chief electrician on a grain run to Poland.



Van Epps

The voyage ended in Nowy Port, harbor area for the Polish city of Gdansk (Danzig), and there he met Alina Romaniuk for the first time. The veteran Seafarer didn't say if it was love at first sight, but they corresponded for a year until he returned aboard the Titan (Overseas Oil), on another grain run to Poland, to get married.

Even then it seemed that his

marriage was not to be.

Certain papers required by Polish law still had to be obtained in the US, so Van Epps had to postpone the wedding and return home alone. Finally after getting the proper documents, he flew back to Poland, arriving on November 28. Two long days later, he married Alina.

Van Epps' happiness was again stopped short when he learned that he couldn't immediately return home to Texas with Alina and her six-year-old son, Waldemar, due to more red tape. Again he returned home alone.

As he waited, he said he enjoyed his visits in Poland very much. Shipping with the SIU since 1954, he reported that he found Poland to be one of the friendliest nations in the world.

He may be a little prejudiced but, after all, he has a reason.

## From the Ships at Sea

Even with the coming of the New Year, the time-worn subjects of weather, taxes and TV have been the chief topics of conversation aboard the ships at sea.

Freezing winter weather has hit the nation and offshore it's even colder. Every little bit of warmth is appreciated and crews have tried many ways to conserve heat. The latest innovation is being tried on the Raphael Semmes (Sea - Land) where two solid doors are being installed aft to keep the heat in. As soon as the crew reports on the success of this method, the information will be passed on.

~ ~ ~

Down in the South Pacific, the problem isn't cold weather—it's tropical heat. Seafarers on the Steel King (Isthmian) have been raiding the ice trays it seems, and ship's delegate H. Bergine is going to see if the chief engineer can't have ice pulled twice a day. Of course, if the crew really wants to cool off, a number of ships could tell them where to go.

~ ~ ~

It's almost income tax time and consider the problem of the steward on the Arizpa (Waterman). He writes that he would like to have his name spelled right on the payroll, as he's had to pay income tax on another Seafarer's vacation pay. The name is C. Garner, not C. Gardner. Got that, Bureau of

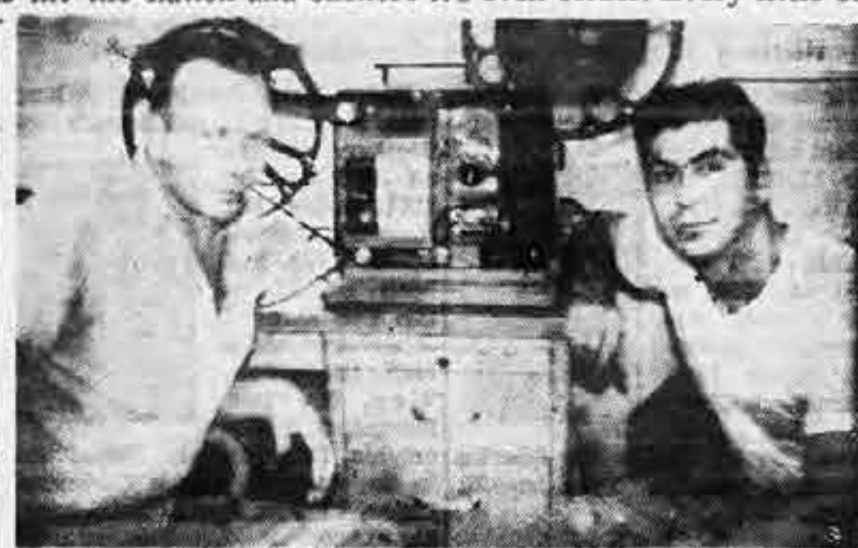
### LOG-A-RHYTHM:

#### To A Seafarer

By Lucy M. Tallman

We often think of you,  
Away out on the ocean blue.  
Bound for various ports afar,  
We cannot know just where you are.

Foreign sights and folks there will be,  
So many interesting things to see.  
God bless and keep you well, we pray,  
May He guide you all the way.



The Erna Elizabeth (Albatross Tanker) gave a vote of thanks to the two black gang members who have been operating the ship's movie projector (l-r) Charles Varn and Joseph Falasca.

Internal Revenue? C. Gardner, oops... sorry, C. Garner.

~ ~ ~

TV or not TV is the question on the Bethflor (Ore Navigation). The crew is considering chipping in two dollars so a set can be picked up in Houston. The money will be collected as the ship sails south. If a converter is needed, a dollar will be collected on the way back north. Hum...

Pay TV hasn't quite made it ashore, but it may be the big thing on the Bradford Island (Cities Service), where \$40 is still owed on the crew's set. They're planning to make contributions at the payoff to wipe out the deficit.

~ ~ ~

Washing machines are very useful to Seafarers, however, like all machines these wear out and have to be checked. If this isn't done in time, then the washer will start to tear light clothing full of holes. That's what happened on the

Kyska (Waterman) and the crew is now working on replacing the old machine with one that's a bit less energetic.

~ ~ ~

In a more serious vein, the Penn Challenger (Penn Shipping) hasn't forgotten safety. The latest ship-board meeting included a reminder to Seafarers not to wear steel plates on their shoes. It's too easy for a spark to ignite a ship loaded with oil, the gang reasons.



Send 'em to the LOG

**OCEAN EVELYN** (Maritime Overseas), Sept. 17—Chairman, S. M. Ramonoff; Secretary, W. E. Oliver. Two men hospitalized. Report sent to Union. Black gang would like some action on painting of quarters. One man logged for going to hospital. \$220 in ship's fund. Disputed OT and OT from last trip to be taken up with patrolman. Crew would like to get some action on passes at the Army Base. Black gang needs some cleaning gear.

**USAF SWORD KNOT 1852** (Suwannee), Aug. 27—Chairman, Joe Bremer; Secretary, Roy Efford. Company dropped order for new crew refrigerator. Letter to be sent to headquarters regarding changing one year requirement on missile ships to six months for transportation home. \$31 in ship's fund used for new crew library. No beefs reported by department delegates. Crew asked to keep messroom clean. All fishermen urged to throw old fish over the fantail. Bring coffee cups in from hatches, etc. Have deck toilet repaired. Vote of thanks to steward department.

**ORION CLIPPER** (Colonial), Sept. 2—Chairman, Joseph D. Bartlett; Secretary, Frank Naklicki. Temporary delegate resigned. Captain has been charging Hawaii tax on cigarettes. Three men logged in deck department; one was at doctor's office. Morris Berlowitz nominated ship's treasurer. Anyone who wants to donate \$1 to do so. Deck department reported beefs with captain. One man in steward department quit before sailing; messman with 3rd cook endorsement used as replacement and new messman was hired. Prices of slopchest will be posted and a letter will be sent to headquarters regarding same. Delegate to see captain about subsistence due for travel to Hawaii. Hot water and sanitary system not working right. All cups to be returned. Night lunch will be improved.

Aug. 26—Chairman, J. R. Wilson; Secretary, Frank Naklicki. Ship's delegate said anyone who wants a hospital slip should see him at once. The payoff will be through the 24th. One man logged. Two men missed ship and 12 hospitalized. Two paid off by mutual consent. Everyone asked to clean their rooms before payoff. Will see patrolman about room money for the two days chipping in Sasebo and Yokosuka. \$22.55 in ship's fund. Few hours disputed

OT in deck and engine departments. Patrolman should check slopchest and condemn it. Agreed to let the ship's delegate keep the balance of ship's fund. Requisition for all new mattresses and cots sent in from Japan. Chief cook dissatisfied re split of missing third cook's pay. John Allman wants to thank the deck department for help. No LOGs received in six months and none available anywhere in Japan.

**ROBIN LOCKSLEY** (Robin Line), Oct. 14—Chairman, A. Lake; Secretary, F. J. Ray. Messhall needs painting. Heat on port side not working. OT for engine department held over to next trip. Doors on vegetable box



need safety books. Water overflows on to deck from passenger pantry. New steps needed on catwalk. Fishing good at Ascension Islands.

**FLORIDA STATE** (Everglades), Oct. 26—Chairman, Joseph Leslie; Secretary, Druward Moller. No beefs reported by department delegates. Vote of thanks to steward and his department for good job.

**OCEAN DINNY** (Maritime Overseas), Sept. 5—Chairman, Paul L. Whitlow; Secretary, Norman DuBols. Crew reminded that time off is a departmental issue and should not involve the whole ship. Plywood cut for the bunks should be kept there and not used for carpentry in the fo'c'sles. Safety committee formed with one man from each department. No beefs reported. This crew is 100% against the new vacation pay benefit and would like to see it remain on a prorated basis. Motion made to drop the age limit on pension as a man should be able to retire after 15 years' seafaring. Letter on this is being forwarded to the SEAFARERS LOG. Suggestion made that glasses be kept

out of the pantry sink. Cooperation requested in keeping the doors on the main deck locked while in port. Noise in the passageways during AM hours should be curtailed due to the watches still sleeping.

**BETHFLOR** (Ore), Oct. 28—Chairman, Henry Schwartz; Secretary, Charles Bedell. No beefs reported. Lyle Williamson resigned as ship's delegate. Lorenzo Ranildi elected by acclamation. Crew asked to use ashtrays for cigarettes in recreation room instead of the deck. All hands should cooperate to keep shoregangs out of pantry.

**ALCOA POLARIS** (Alcoa), Oct. 24—Chairman, B. Gary; Secretary, O. Lopez. Crew to be sure to give 24-hour notice of intention to get off. All hands urged to cooperate in keeping messroom clean. Bring all beefs to delegates. Motion to have ship pay off on day of arrival. T. Magras elected new ship's delegate for next voyage.

**ELIZABETH** (Bull), Oct. 8—Chairman, George A. Leach; Secretary, R. Hernandez. Ship's delegate reported no major beefs except the continual chipping on deck while men off watch try to sleep or rest. Some disputed OT in deck and engine department.

**Kathryn** (Bull), October 4—Chairman, P. Errazo; Secretary, Mont Merrobby. \$29.00 in treasury. No beefs reported by department delegates. No one should be in messhall during meal hour without proper clothing.

**SEATRIN LOUISIANA** (Seatrains), October 17—Chairman, T. Buckley; Secretary, Edward C. House. \$75.50 in treasury. No beefs reported. Next time money is loaned from fund, call meeting and state reason for same. Ship's delegate to see food committee about sailing short on food.

**JACQUELINE SOMECK** (Peninsular Navigation), September 16—Chairman, A. Michele; Secretary, D. Sachor. Patrolman to be notified about lateness of the company in giving adequate emergency aid. Mail service very poor. \$9.75 in ship's fund. No beefs reported by department delegates. Requested that this ship be sent safety literature. Motion to start a safety program with a member from each department to submit findings and suggestions to department

heads for action. Detailed report will then be given to boarding patrolman at payoff. Crew urges all repairs be done prior to sign-on.

**ALCOA PIONEER** (Alcoa), October 29—Chairman, W. C. Bolouz; Secretary, W. J. Miles. No beefs reported by department delegates. Suggestion made that all members of the crew use ash cans for cigarettes and help keep messroom clean.

**OVERSEAS ROSE** (Maritime Overseas), August 12—Chairman, J. B. King; Secretary, R. Donnelly. Everything running smooth. Vote of thanks to all department delegates especially to the engine room delegate, Charles J. Welborn, for a job well done. \$13.85 in treasury. Vote of thanks to Captain Matland for going all-out to help the crew reclaim articles that customs officials confiscated in India. Left one man in Calcutta hospital.

**JEAN** (Bull), October 28—Chairman, J. Slavin; Secretary, E. Kaznowsky. No beefs reported by department delegates. Motion made to have settee cover in crew messroom repaired. See chief engineer about having leak in crew pantry sink repaired.

**COE VICTORY** (Victory Carriers), October 28—Chairman, B. Fimovic; Secretary, G. DeMeo. Ship's delegate reported no LOGS received. Everything running smoothly. Repair lists turned in. Discussion on food problems. Request for fan in recreation room. Electrician will take care of it.

**MAIDEN CREEK** (Waterman), October 8—Chairman, Robert O. Smith; Secretary, Johnny P. Baldy. Ship's delegate reported that everything is running smoothly. A few men logged, but these may be lifted if the men behave accordingly. Ship's fund \$402. Foc'sles that need painting must be painted before arrival.

**PENN TRADER** (Penn Shipping), October 12—Chairman, D. DiSel; Secretary, J. F. Austin. Most repairs were completed. All who put in for mattresses were furnished with same. \$1.73 in treasury. Vote of thanks to ship's delegate for a job well done. Crew asked to be sure and cut off washing machine when finished with it.

**BARBARA FRIYCHIE** (Liberty Navigation), Nov. 12—Chairman, C.

Quinnt; Secretary, R. Schaeffer. No beefs. Vote of thanks to the ship's delegate. This has been an unusually smooth trip and all hands should be commended for getting along so well and making the delegate's job easier. Discussion about new mattresses. The steward should try to get at least ten new ones plus new pillows.

**TRANSINDIA** (Hudson Waterways), Oct. 1—Chairman, Ezeb Manuel; Secretary, Raymond L. Perry. Crew informed that travellers checks would be issued in port instead of currency. Keys are being sent to the captain for crewmembers' rooms; deposit will be required. Louis Everett elected new ship's delegate. Stove is not working properly; it is impossible to prepare food properly. Fans to be put in rooms.

**TRANSYORK** (Transwestern), Nov. 2—Chairman, V. Shook; Secretary, R. Marrero. Disputed overtime and subsistence to be turned over to patrolman on arrival. Request \$50 from each man for ship's fund. Ship's delegate to see about icebox handles being repaired. All men with beefs about other departments should see their own delegates.

**EAGLE TRAVELER** (Sea Transport), Oct. 1—Chairman, J. Lewis; Secretary, R. A. Ray. Wrote letter to New York for clarification on new vacation plan and about getting cots. No beefs reported by department delegates. Request each new member to give \$1 to ship's fund. Leftover food in the refrigerator should be covered. Buss in flour and sugar. All delegates and steward to see captain and find out why we can't get fresh fruit and vegetables.

**PENN CHALLENGER** (Penn Shipping), December 21—Chairman, B. C. Adkins; Secretary, M. C. Willey. Willey elected new ship's delegate. Warning to men wearing steel plates on shoes. Beef on steward bring men and ordering replacements without the department and ship's delegates knowing. Steward asked about the poor condition of food and general condition of same. He answered he was feeding up to standard and walked out of meeting. Crew voted unanimously to retain the two men involved. Delegates to notify captain about decision. Chief cook and reason meat is tough is that it is thawed out and refrozen.

SIU ARRIVALS and DEPARTURES

The deaths of the following Seafarers have been reported to the Seafarers Welfare Plan and a total of \$33,500 in benefits was paid.

Melton Manuel, 28: Brother Manuel died in an automobile accident on December 17, 1961, in Lake Charles, La.



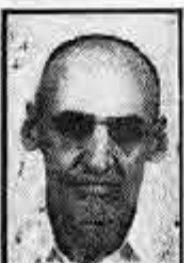
Peter De Vries, 55: A heart attack was fatal to Brother De Vries on May 29, 1961, at the USPHS Hospital, Baltimore, Md.



Frank Ellis Hagin, 48: A heart ailment was fatal to Brother Hagin on November 6, 1961, in the Heidelberg Hotel, Baton Rouge, La.



William Augustus Wilcher, 63: Brother Wilcher died of pneumonia on November 11, 1961, at Mercy Hospital, Baltimore, Md.



Ronald Peter Hannigan, 49: Brother Hannigan died of pneumonia on December 14, 1961, in Seattle, Wash.



Andrew Stauder: The trustees of the SIU Welfare Plan have approved full payment of \$4,000 death benefits to Mrs. Evelyn Stauder of New Orleans, La., widow of Seafarer Andrew Stauder, who died of a heart condition on September 1, 1961, in New Orleans.

Pedro Jayler Harayo, 63: A lung ailment caused the death of Brother Harayo on October 19, 1961, in the Civil Hospital, Bilboa, Spain.



Donald Blackwell Atkinson, 19: Brother Atkinson died of a skull fracture suffered in an automobile accident, on November 28, 1961, in St. Luke's Hospital, Jacksonville, Fla.



Frank Daniel Lillie, 59: Brother Lillie died of natural causes on December 7, 1961, at the Long Island College Hospital, Brooklyn, NY.



STEEL APPRENTICE (Isthmian), Oct. 10—Chairman, R. Masters; Secretary, J. Curlew. \$23.03 in treasury. Few hours disputed overtime. No beefs reported. R. Fitzgerald elected new ship's delegate.

HURRICANE (Waterman), Sept. 14—Chairman, Tom Hill; Secretary, Eugene Ray. \$11.65 in treasury. Tom Hill elected new ship's delegate.

FLOMAR (Calmar), October 22—Chairman, P. "Jiggs" Jeffers; Secretary, T. A. Jackson. No beefs reported. Delegate to check with Union to see how much tomatoes and fresh bread should be on board prior to sailing from the last port for sea.

John William Serget, 40: Pneumonia was the cause of death of Brother Serget on August 31, 1961, at the Baltimore City Hospital, Baltimore, Md.



Daniel Baca Cerment, 63: Brother Cerment died of natural causes on December 10, 1961, at the USPHS Hospital, Staten Island, NY.



Lawrence Gerold Talley, 29: Brother Talley died of a kidney ailment on November 7, 1961, in the Centre Hospital, Saint Nazaire, France.



STEEL ROVER (Isthmian), October 25—Chairman, Hans Schlect; Secretary, Keith Richardson. No beefs. All low seniority men shipping for 90 days instead of the usual 60.

RAPHAEL SEMMES (Sea Land Service), November 1—Chairman, K. Lynch; Secretary, M. McClure. No beefs reported by department delegates.

MANKATO VICTORY (Victory Carriers), October 1—Chairman, F. Travis; Secretary, E. Walker. No beefs reported by department delegates.

All the following SIU families have received a \$200 maternity benefit plus a \$25 bond from the Union in the baby's name, representing a total of \$5,200 in maternity benefits and a maturity value of \$650 in bonds:

- William Chavers, born April 15, 1961, to Seafarer and Mrs. Frank Chavers, Whistler, Ala.
Deborah Celkos, born September 1, 1961, to Seafarer and Mrs. Edward Celkos, Philadelphia, Pa.
Alma Nidda Pacheco, born August 10, 1961, to Seafarer and Mrs. Francisco Pacheco, Brooklyn, NY.

NOTICES

(Continued from page 23) Satchell (4), John W. Singer (2), William L. Strike, Harold Tombocon, Charles Walsh (4), Ying Ming Wei (2), Ah Sai Wong (2), Ding Hai Woo.
Leon Kane: Anyone wishing to contact the above may reach him c/o American Consulate, Haifa, Israel.

30982 Reg. Commonwealth of Massachusetts LAND COURT
To the City of Boston, a municipal corporation located in the County of Suffolk and said Commonwealth: Mary R. Edwards of said Boston; Philip A. Rand, Inc., a duly existing corporation having an usual place of business in said Boston.

DIGEST of SIU SHIP MEETINGS

BRADFORD ISLAND (Chies Service), December 13—Chairman, Adolph Capote; Secretary, Billie Padgett. No communications received from headquarters in two months.
BETHFLOR (Ore Navigation), December 11—Chairman, Henry Schwartz; Secretary, Charles Sedell. No beefs reported by department delegates.

# US Tax Deadline Coming —Log All Extra Income

WASHINGTON—With the April 15 deadline for filing 1961 Federal income tax returns coming up fast, Seafarers should keep in mind a number of important items which may save them time and difficulty later. (The SEAFARERS LOG will carry a complete guide on filing Federal tax returns next month.)

Data processing centers are being established throughout the country by the Internal Revenue Service to check all returns by electronic means. To assist in this processing, the law now requires every taxpayer to have a number which, in this instance, is also the taxpayer's Social Security number. The new Commissioner of Internal Revenue is also increasing the staff of agents in an effort to curb tax return abuses.

Accordingly, this year will be marked by a tightening of controls and at least one area sure to receive a close going-over is undeclared income from sources other than wages subject to withholding.

Such income as dividends and interest from stock, mutual funds, building and loan associations, credit unions, savings accounts (including postal savings accounts),

life insurance, corporate bonds and notes are all subject to income tax and must be reported.

Interest on US Government bonds, notes or other obligations are also subject to tax, except that reporting of interest on series E, F and J US savings bonds may be deferred until the bonds are actually cashed. Many taxpayers have failed to realize in the past that the above items are all subject to income tax.

Government statistics show that during 1959 approximately \$24.4 billion in income was not reported as it should have been at a cost to the treasury of about \$4 billion in revenue. Of the amounts that should have been reported, 34 percent was on interest paid to individuals and eight percent was on dividends.

The balance included 28 percent on business and farm profits, but only three percent on wages and salaries where deductions are made before the average working-man even sees his check.

## PERSONALS and NOTICES

**Adrian "Dutch Harry" Vader**  
Get in touch with Mrs. Ethel Maxwell, 53 South Bayou St., Mobile, Ala.

**Harry H. Darrah**  
Contact Sol H. Berenholtz, attorney, 1209 Court Square Building, Baltimore 2, Maryland, or telephone LE 9-6967.

**John H. Murray**  
Important. Contact your son at Brownwell Street.

**Francisco Nichols**  
The above-named, also known as "Francisco Eduardo Nichols Williams" or "Illinois Nichols Wil-

liams" is asked to contact his son Eddie Nichols and daughter Hilda Dorothy Nichols at Isabel Andrew de Aguilar No. 5, Fajardo, PR.

**John Ross Sutton**  
You are asked to contact Capt. James Carter, 810 St. Mary's St., New Orleans, La., immediately by wire or letter.

**William M. West**  
Contact your mother at 512 Maycox Ave., Norfolk 5, Va.

**Audy Foster**  
Mrs. Rose Foster sends season's greetings.

**Franz R. Schwartz**  
Mother would like to hear from you. Write V. V. Van Gordon, St. Josephs Hospital, Room 203, Bremerhaven, Germany.

**George Bryan**  
Get in touch with J. J. "Scotty" Davies, Castle Apartments No. 305, 2132 Second Avenue, Seattle, Washington.

**William C. Bedgood**  
Anyone knowing the whereabouts of the above-named is asked to contact his wife Arlene Bedgood, 72 Broad Street, Albany, NY.

**Louis Flax**  
**Lewis Williamson**  
Get in touch with Mrs. Carl Chiavone, 133 N. Christiansen St., Houston 3, Texas.

**Mike Savino**  
Phone Steve Papisas, TE 9-0959 or see him at 301-100th St., Brooklyn, NY.

**Manuel L. Fernandez**  
**Oley Mansson**  
**Carl Engelbrechten**  
**William B. Faultz**

Contact Dr. A. Lillienfeld at John Hopkins University, School of Hygiene and Public Health, 615 N. Wolfe St., Baltimore 5, Maryland.

**Ex-Penn Shipper**  
Anyone having information concerning Patrick Henry McNally contact Thomas J. McNally, 930 N. 66th St., Lincoln, Neb.

**Michael Allen Abernathy**  
Important papers are being held for you in headquarters. Contact John C. Brazil.

**Money Due**  
Moise Chapman and Ernest Mishens should contact Hill, Betts & Nash, 26 Broadway, New York,

## SIU BULLETIN BOARD

**FINANCIAL REPORTS.** The constitution of the SIU Atlantic, Gulf, Lakes and Inland Waters District makes specific provision for safeguarding the membership's money and Union finances. The constitution requires a detailed CPA audit every three months by a rank and file auditing committee elected by the membership. All Union records are available at SIU headquarters in Brooklyn. Should any member, for any reason, be refused his constitutional right to inspect these records, notify SIU President Paul Hall by certified mail, return receipt requested.

**TRUST FUNDS.** All trust funds of the SIU Atlantic, Gulf, Lakes and Inland Waters District are administered in accordance with the provisions of various trust fund agreements. All these agreements specify that the trustees in charge of these funds shall consist equally of union and management representatives and their alternates. All expenditures and disbursements of trust funds are made only upon approval by a majority of the trustees. All trust fund financial records are available at the headquarters of the various trust funds. If, at any time, you are denied information about any SIU trust fund, notify SIU President Paul Hall at SIU headquarters by certified mail, return receipt requested.

**SHIPPING RIGHTS.** Your shipping rights and seniority are protected by the contracts of the SIU Atlantic, Gulf, Lakes and Inland Waters District, and by Union shipping rules, which are incorporated in the contract. Get to know your shipping rights. If you feel there has been any violation of your shipping or seniority rights, first notify the Seafarers Appeals Board. Also notify SIU President Paul Hall at headquarters, by certified mail, return receipt requested.

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

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

**PAYMENT OF MONIES.** No monies are to be paid to anyone in any official capacity in the SIU unless an official Union receipt is given for same. Under no circumstance should any member pay any money for any reason unless he is given such receipt. If in the event anyone attempts to require any such payment be made without supplying a receipt, or if a member is required to make a payment and is given an official receipt, but feels that he should not have been required to make such payment, this should immediately be called to the attention of SIU President Paul Hall by certified mail, return receipt requested.

**CONSTITUTIONAL RIGHTS AND OBLIGATIONS.** The SIU publishes every six months in the SEAFARERS LOG a verbatim copy of its constitution. In addition, copies are available in all Union halls. All members should obtain copies of this constitution so as to familiarize themselves with its contents. Any time you feel any member or officer is attempting to deprive you of any constitutional right or obligation by any methods such as dealing with charges, trials, etc., as well as all other details, then the member so affected should immediately notify SIU President Paul Hall by certified mail, return receipt requested.

**RETIRED SEAFARERS.** Old-time SIU members drawing disability-pension benefits have always been encouraged to continue their union activities, including attendance at membership meetings. And like all other SIU members at these Union meetings, they are encouraged to take an active role in all rank-and-file functions, including service on rank-and-file committees. Because these oldtimers cannot take shipboard employment, the membership has reaffirmed the long-standing Union policy of allowing them to retain their good standing through the waiving of their dues.

## SIU HALL DIRECTORY

### SIU Atlantic, Gulf Lakes & Inland Waters District

**PRESIDENT**  
Paul Hall

**EXECUTIVE VICE-PRESIDENT**  
Cal Tanner

**VICE PRESIDENTS**  
Claude Simmons      Lindsay Williams  
Earl Shepard          Al Tanner

**SECRETARY-TREASURER**  
Al Kerr

**HEADQUARTERS REPRESENTATIVES**  
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Ren Dickey, Agent      Eastern 7-4900

**BOSTON**      278 State St.  
John Fay, Agent      Richmond 2-0140

**DETROIT**      10225 W. Jefferson Ave.  
Vincewood 3-4741

**HEADQUARTERS**      675 4th Ave., Bklyn  
HYacinth 9-6600

**HOUSTON**      4202 Canal St.  
Paul Drozak, Agent Capital 3-4089; 3-4090

**JACKSONVILLE**      2608 Pearl St., SE.  
Jax William Morris, Agent      ELgin 3-9957

**MIAMI**      744 W. Flagler St.  
Ben Gonzales, Agent      FRanklin 7-3564

**MOBILE**      1 South Lawrence St.  
Louis Neirs, Agent      HEMlock 3-1754

**NEW ORLEANS**      630 Jackson Ave.  
Buck Stephens, Agent      Tel. 529-7546

**NEW YORK**      675 4th Ave., Brooklyn  
HYacinth 9-6600

**NORFOLK**      416 Colley Ave.  
Gordon Spencer, Acting Agent      625-6505

**PHILADELPHIA**      2604 S. 4th St.  
Ray Oates, Acting Agent      DEWEY 6-3819

**SAN FRANCISCO**      450 Harrison St.  
Douglas 2-4401

**SANTURCE PR**      1313 Fernandez Juncoas  
Ston 20

Keith Terpe, Hq. Rep.      Phone 723-0063

**SEATTLE**      2505 1st Ave.  
T. B. Bkowski, Agent      Tain 7-414

**TAMPA**      312 Harrison St.  
Jeff Gillette, Agent      24-3471

**WILMINGTON**      505 N. Marine Ave.  
Ked Humphries, Agent      Terminal 4-2528

NY, regarding money due from the salvage of the MV TB Radar.

Harry Dedolchaw, Salvatore Gruffre, James Curran, Daniel Clapp and Eugene Roszko should contact Hill, Betts & Nash regarding money due from the salvage of the barge Blue Stack.

Robert S. Arnold, J. D. Sanchi-jarto, F. T. Reynolds, Manuel De J. Urrea, Edward H. Barber and Jacob Fahl should contact Hill, Betts, Yamoaka, Freehill & Lang-scope, 26 Broadway, NY, regarding monies due from salvage of the SS Katherine Maersk.

**Alfred Thomas**  
Get in touch with Mary T. Spray, 40-40 203rd St., Bayside, LI, NY.

**John Miller**  
Contact Esther G. Kreh at 2256 N. Claiborne Ave., New Orleans, La.

**Charles Brinton**  
Get in touch with Rosalie, PO Box 1455, Norfolk, Va.

**Oscar Kaelep**  
Get in touch with Walter Ne... at 656 Wilcox Ave., Bronx 65, ...

or telephone any afternoon TA 3-9517.

**Income Tax Refunds**  
The following Seafarers should contact Jack Lynch, Room 201, SUP building, 450 Harrison St., San Francisco, Calif., regarding in-

come tax refund checks:  
Margarito Borja, Dao King Chae, Cheung Soa Cheng (2) Ho Yung Kong, John Misiklan, Elmer J. Moe (3) Potenciano Paculba, Clifford A. Ferreira, Marvin E. (Continued on page 22)

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

I would like to receive the SEAFARERS LOG—  
please put my name on your mailing list.  
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TO AVOID DUPLICATION: If you are an old subscriber and have a change of address, please give your former address below:

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## 1961—the SIU and Maritime

The Union's campaign for Seafarers' job and economic security was the keynote of a busy 1961 as the SIU continued to expand its organizational activity, won important welfare, vacation and contract gains for SIU men and their families, extended its shoreside building program and embarked with other unions on a long-range program to upgrade the US-flag merchant marine. Despite the general decline in the industry, Seafarers enjoyed better than usual shipping during the year.

These gains were paralleled in other sections of the Union, on the Lakes, in the tugboat and allied field and in Puerto Rico, as the entire District completed its first full year under a new constitutional structure. The last 12 months were also a time of adjustment for the whole shipping industry, as it waited out the development of national policy by the new Administration in Washington and the shaping of programs upon which future progress in maritime would depend.

### Joint Bargaining

Joint efforts by the SIU and other maritime unions to institute a unified national approach to collective bargaining in the industry got underway for the first time in 1961. The unions established the National Committee for Maritime Bargaining and mapped out a far-reaching program to deal with basic industry problems. The NCMB program called for common expiration dates in one-year contracts which acknowledged the unions' right to organize US-owned runaway-flag shipping and recognized labor's stake in the future development of the industry.

Within 48 hours after the June 15 contract deadline, Alcoa and Bloomfield were the lone major holdouts among SIU companies, which had all agreed to the full NCMB program plus a four percent money gain for pensions, vacations and welfare. However, Atlantic and Gulf shipping was tied up for 18 days by disputes involving other unions, until the US stepped in with a Taft-Hartley injunction on July 3. By the time the injunction was finally lifted in September, all outstanding SIU contracts were completed and the SIU and the Marine Engineers Beneficial Association were the only unions which had held firm on the runaway-ship issue. Agreements of SIU Pacific District af-



Trinidad union joined SIUNA.

filicates, which did not expire until later, were still under negotiation at the end of the year.

### Pension, Welfare \$

Seafarers won immediate gains under the one-year agreement signed with the operators. It produced \$150 monthly pensions for oldtimers, a new \$800 continuous service vacation benefit and an important Sickness & Accident Benefit program which established 39 weeks' coverage combining hospital benefits of \$8 per day plus a first-time outpatient benefit of \$56 weekly for off-the-job illness or injury. Other welfare gains last year included extension of the optical benefit program to all SIU dependents and the start of Union blood banks in all ports.

Earlier, a new travel and subsistence pay policy went into effect. The contract revision provided for cash transportation payments at the payoff equal to first-class air fare plus a day's pay and subsistence from a payoff port in one area back to the original port of engagement in another. The former provision allowed for rail travel only.

### Fight On Runaways

There was recognition in 1961 that action on runaways was finally nearing a climax and that pressure was increasing on the whole range of runaway operations. Rulings by the National Labor Relations Board first extended NLRB jurisdiction over all American-owned runaways in the case of the Liberian-flag SS Sea Level, a former Seatrain. The SIU then won two other key rulings in a row when the board upheld SIU bargaining rights covering the Liberian SS Florida and backed the Union's right to organize the runaway SS Yarmouth. There were similar rulings covering shoreside plants which had jumped from state to state to escape legitimate union contracts and organizing by other AFL-CIO unions.

In the global arena, efforts by the SIUNA to work out a forthright anti-runaway organizing program within the framework of the International Transportworkers Federation had been frustrated for some time. British union uneasiness over Canadian SIU assistance to British seamen stranded in Canada led to the suspension of the SIUNA from the ITF at a meeting where no SIUNA representative was present. This precipitated withdrawal by the SIUNA and other American maritime unions from ITF and set the stage for later action by American unions.

### Domestic Trade

Despite some easing by the Interstate Commerce Commission of earlier favoritism toward railroads at the expense of domestic shipping, coastal and inter-coastal shipping continued to lag during the year. Two more long-established operators, Luckenbach and Pope & Talbot, were forced to quit the field, leaving Sea-

train and Sea-Land as the only full-time carriers in the domestic trade.

Sea-Land purchased some ships and entered the intercoastal service and was converting others for service in 1962. A Seatrain vessel, the New York, went offshore for the first time since 1942 to haul a special cargo of railroad stock and equipment over to Liberia. In separate action, Bull Line was sold to another SIU operator and meanwhile acquired two C-4s to try and beef up its New York-Puerto Rico service.

### Rail Tug Beef

An historic strike started off 1961, after SIU railroad marine workers had exhausted all available procedures under the Railway Labor Act during 15 months of negotiations. The RMR pulled the pin on 11 major Eastern roads which were trying to use the tugmen to set a precedent for a job-cutting program aimed at the nation's shoreside railroad workers.

Unwilling to bow to any unilateral job cuts on the railroad-operated boats, the RMR launched a 13-day strike that idled all rail activity in New York harbor and spread into a five-state-area. Seafarers actively joined in the picketing which ultimately shut down the entire NY Central and the NY, New Haven & Hartford and was ready to tie up the Pennsylvania RR system as well. By making a stand, the tugmen upheld their job security rights, won broad union welfare protection they had never had before and completely stymied the railroads' bid for a job-cutting precedent to be used against other workers.

### SIUNA Growth

For the SIUNA, 1961 was marked by an impressive 10th biennial convention at San Juan in March and vast membership growth. The international added a new 1,700-member group, the Virgin Islands Labor Union, to its roster of affiliates in June and in October affiliated 6,000 more members in the Caribbean by issuing a charter to the Seamen's and Waterfront Workers Trade Union in Trinidad. The International's base in the Caribbean, including 5,000 members in Puerto Rico, now topped 13,000 and pushed its overall membership above 70,000.

Organizing gains continued to highlight SIU activities on the Lakes, inland waters and in other areas of the SIU's jurisdiction. In the Great Lakes-Seaway area, although foreign-flag shipping handled the bulk of all cargo movements, the SIU solidified its earlier triumphs in unorganized fleets and won a shipowner-paid welfare plan plus a broad-scale revision of the freight agreement.

The SIU Inland Boatmen's Union made heavy inroads among unorganized fleets in the Hampton Roads area and in the Gulf, and eliminated catch-all District 50 of the United Mine Workers as a factor in the Port of Norfolk. In Puerto Rico, highlight of the year was the signing of workers at Esso and Texaco refinery installa-

tions, who joined Socony and Shell Oil workers already under the SIU banner.

### News Roundup

There were many other newsworthy items . . . The new hall opened in New Orleans and work began on another Union hall in Houston . . . A Seafarer and the children of four SIU men won the '61 SIU scholarship awards worth \$6,000 each . . . Results of the first Union election of



Rail tug beef made headlines.

officers under the new District constitution went into the record books . . . The SIU completed a decade of growth since moving its headquarters from Manhattan's Beaver Street and commemorated its 23rd anniversary at the same time.

The Soviet bloc merchant fleet took further strides in surpassing the size of the US-flag fleet . . . Piracy hit the sea lanes as Portuguese revolutionaries took over a passenger liner in mid-Atlantic and somehow no one was able to find the ship for days . . . The Pentagon finally agreed that 440,000 tons of coal to be shipped to US Army bases in Germany was really Government cargo subject to "50-50" . . . The British government offered Cunard Line aid in building a replacement for the Queen Mary but the company turned it down . . . The Alcoa Pioneer found that an eel had plugged a hole in its bottom and served as a handy "patch" until the vessel got to a shipyard . . . Tattoo parlors became taboo in New York due to health restrictions . . . Experimental weather satellites were rocketed aloft by the US to locate hurricanes and other storms that spell danger to ships at sea . . . The atom-powered NS Savannah remained in the testing stage . . . Hydrofoils and "hovercraft" took the spotlight on the drawing board.

Vital statistics for 1961 reflect a marked change in activity as reported in the SEAFARERS LOG. The number of jobs shipped was up 3,000 over a comparable 1960 period and 2,000 above 1959, although changes in the reporting system may have accounted for part of the rise. Similarly, new arrivals totaled 409 for the year, compared to an average of 325 for three years in a row.

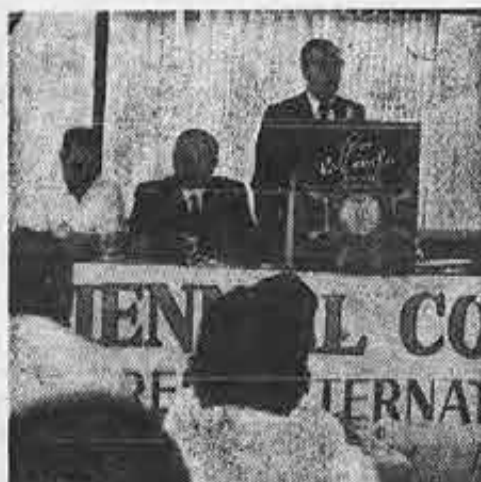
No bright spot at all was the notice of 147 "final departures" carried in the 1961 LOG, as against 113 in 1960. A considerable number of the 1961 claims paid covered deaths in 1960, however, so no sharp conclusion can be drawn. A number of well-known oldtimers and officials passed on, including James Sheehan, Al Stansbury, Lou Goffin, Leon "Blondie" Johnson, Charles "Whitey" Tannehill, Claude Fisher, William C. McCuiston and others. Among SIU affiliates, West Coast cannery workers lost oldtimer James Waugh and the Marine Cooks and Stewards mourned the loss of Louis Foyt, MCS assistant secretary-treasurer.



Hall opened in New Orleans.



Picketing contract holdout.



SIUNA convention in San Juan.





**TEXT OF**

**SIU**

**CONSTITUTION**

*For SIU Atlantic, Gulf, Lakes And Inland Waters District*

# CONSTITUTION

## THE SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA—

### ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT

Affiliated with American Federation of Labor — Congress of Industrial Organizations

(As Amended May 12, 1960)

#### PREAMBLE

As maritime and allied workers and realizing the value and necessity of a thorough organization, we are dedicated to the forming of one Union for our people, the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, based upon the following principles:

All members shall be entitled to all the rights, privileges and guarantees as set forth in this Constitution, and such rights, privileges and guarantees shall be preserved in accordance with its terms.

We declare that American seamen are entitled to receive their employment without interference of crimps, shipowners, fink halls or any shipping bureaus maintained by the Government.

We affirm that every worker has the right to receive fair and just remuneration for his labor, and to gain sufficient leisure for mental cultivation and physical recreation.

We proclaim the right of all seamen to receive healthful and sufficient food, and proper forecabin in which to rest.

We defend the right of all seamen to be treated in a decent and respectful manner by those in command, and,

We hold that the above rights belong to all workers alike, irrespective of nationality or creed.

Recognizing the foregoing as our inalienable rights, we are conscious of corresponding duties to those in command, our employers, our craft and our country.

We will, therefore, try by all just means to promote harmonious relations with those in command by exercising due care and diligence in the performance of the duties of our profession, and by giving all possible assistance to our employers in caring for their gear and property.

Based upon these principles, it is among our objects: To use our influence individually and collectively for the purpose of maintaining and developing skill in seamanship and effecting a change in the maritime law of the United States, so as to render it more equitable and to make it an aid instead of a hindrance to the development of a merchant marine and a body of American seamen.

To support a journal which shall voice the sentiments of maritime workers and through its columns seek to maintain their knowledge of, and interest in, maritime affairs.

To assist the seamen of other countries in the work of organization and federation, to the end of establishing the Brotherhood of the Sea.

To form and to assist by legal means other bona fide labor organizations whenever possible in the attainment of their just demands.

To regulate our conduct as a Union and as individuals so as to make seamanship what it rightly is—an honorable and useful calling. And bearing in mind that we are migratory, that our work takes us away in different directions from any place where the majority might otherwise meet to act, that meetings can be attended by only a fraction of the membership, that the absent members, who cannot be present, must have their interests guarded from what might be the results of excitement and passions aroused by persons or conditions, and that those who are present may act for and in the interest of all, we have adopted this Constitution.

#### Statement of Principles and Declaration of Rights

In order to form a more perfect Union, we workers in the maritime and allied industries, realizing the value and necessity of uniting in pursuit of our improved economic and social welfare, have determined to bind ourselves together in the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, and hereby dedicate ourselves to the following principles:

In promoting our economic and social welfare, we shall ever be mindful, not only of our rights, but also of our duties and obligations as members of the community, our duties as citizens, and our duty to combat the menace of communism and any other enemies of freedom and the democratic principles to which we seafaring men dedicate ourselves in this Union.

We shall affiliate and work with other free labor organizations; we shall support a journal to give additional voice to our views; we shall assist our brothers of the sea and other workers of all countries in these obligations to the fullest extent consistent with our duties, obligations, and law. We shall seek to exert our individual and collective influence in the light for the enactment of labor and other legislation and policies which look to the attainment of a free and happy society, without distinction based on race, creed or color.

To govern our conduct as a Union and bearing in mind that most of our members are migratory, that their duties carry them all over the world, that their rights must and shall be protected, we hereby declare these rights as members of the Union to be inalienable.

#### I

No member shall be deprived of any of the rights or privileges guaranteed him under the Constitution of the Union.

#### II

Every qualified member shall have the right to nominate himself for, and, if elected or appointed, to hold office in this Union.

#### III

No member shall be deprived of his membership without due

process of the law of this Union. No member shall be compelled to be a witness against himself in the trail of any proceeding in which he may be charged with failure to observe the law of this Union. Every official and job holder shall be bound to uphold and protect the rights of every member in accordance with the principles set forth in the Constitution of the Union.

#### IV

Every member shall have the right to be confronted by his accuser whenever he is charged with violating the law of this Union. In all such cases, the accused shall be guaranteed a fair and speedy trial by an impartial committee of his brother Union members.

#### V

No member shall be denied the right to express himself freely on the floor of any Union meeting or in committee.

#### VI

A militant membership being necessary to the security of a free union, the members shall at all times stand ready to defend this Union and the principles set forth in the Constitution of the Union.

#### VII

The powers not delegated to the officers, job holders, and Executive Board by the Constitution of the Union shall be reserved to the members.

### CONSTITUTION

#### Article I

##### Name and General Powers

This Union shall be known as the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District. Its powers shall be legislative, judicial, and executive, and shall include the formation of, and/or issuance of charters to, subordinate bodies and divisions, corporate or otherwise, the formation of funds and participation in funds, the establishment of enterprises for the benefit of the Union, and similar ventures. This Union shall exercise all of its powers in aid of subordinate bodies and divisions created or chartered by it. For convenience of administration and in furtherance of its policies of aid and assistance, the Union may make its property, facilities and personnel available for the use and behalf of such subordinate bodies and divisions. A majority vote of the membership shall be authorization for any Union action, unless otherwise specified in the Constitution or by law. This Union shall at all times protect and maintain its jurisdiction.

#### Article II

##### Affiliation

Section 1. This Union shall be affiliated with the Seafarers International Union of North America and the American Federation of Labor—Congress of Industrial Organizations. All other affiliations by the Union or its subordinate bodies or divisions shall be made or withdrawn as determined by a majority vote of the Executive Board.

Section 2. In addition to such other provisions as are contained herein, all subordinate bodies and divisions seeking a charter from and/or affiliation with this Union, shall be required to adopt, within a time period set by the Executive Board, a constitution containing provisions as set forth in Exhibit A, annexed to this Constitution and made a part hereof. All other provisions adopted by such subordinate bodies and divisions as part of their constitutions shall not be inconsistent therewith. No such constitution or amendments thereto shall be deemed to be effective without the approval of the Executive Board of this Union, which shall be executed in writing, on its behalf, by the President or, in his absence, by any other officer designated by it. Such approval shall be deemed to be recognition of compliance herewith by such subordinate body or division.

Where a subordinate body or division violates any of the foregoing, and, in particular, seeks to effectuate any constitutional provision not so authorized and approved, or commits acts in violation of its approved constitution, or fails to act in accordance therewith, this Union, through its Executive Board, may withdraw its charter and/or sever its affiliation forthwith, or on such terms as it may impose not inconsistent with law, in addition to exercising any and all rights it may have pursuant to any applicable agreements or understandings.

Section 3. This Union shall also have the power, acting through its Executive Board, and after a fair hearing, to impose a trusteeship upon any subordinate body or divisions chartered by and affiliated with it, for the reasons and to the extent provided by law.

#### Article III

##### Membership

Section 1. Candidates for membership shall be admitted to membership in accordance with such rules as are adopted from time to time, by a majority vote of the membership. Membership classifications shall correspond to and depend upon seniority classifications established in accordance with the standard collective bargaining agreement of this Union. In addition to meeting the other require-

ments duly promulgated pursuant hereto, no person shall become a full book member unless and until he has attained the highest seniority rating set out in the said collective bargaining agreement. Only full book members shall be entitled to vote and to hold any office or elective job, except as otherwise specified herein. All members shall have a voice in Union proceedings and shall be entitled to vote on Union contracts.

Section 2. No candidate shall be granted membership who is a member of any dual organization hostile to the aims, principles, and policies of this Union.

Section 3. Members more than one quarter in arrears in dues shall be automatically suspended, and shall forfeit all benefits and all other rights and privileges in the Union. They shall be automatically dismissed if they are more than two quarters in arrears in dues. An arrearage in dues shall be computed from the first day of the applicable quarter, but this time shall not run:

(a) While a member is actually participating in a strike or lockout.

(b) While a member is an in-patient in a USPHS or other accredited hospital.

(c) While a member is under an incapacity due to activity in behalf of the Union.

(d) While a member is in the armed services of the United States, provided the member was in good standing at the time of entry into the armed forces, and further provided he applies for reinstatement within ninety (90) days after discharge from the armed forces.

(e) While a member has no opportunity to pay dues, because of employment aboard an American flag merchant vessel.

Section 4. A majority vote of the membership shall be sufficient to designate additional circumstances during which the time specified in Section 3 shall not run. It shall be the right of any member to present, in writing, to any Port at any regular meeting, any question with regard to the application of Section 3, in accordance with procedures established by a majority vote of the membership. A majority vote of the membership shall be necessary to decide such questions.

Section 5. The membership shall be empowered to establish, from time to time, by majority vote, rules under which dues and assessments may be excused where a member has been unable to pay dues and assessments for the reasons provided in Sections 3 and 4.

Section 6. To preserve unity, and to promote the common welfare of the membership, all members of the Union shall uphold and defend this Constitution and shall be governed by the provisions of this Constitution and all policies, rulings, orders and decisions duly made.

Section 7. Any member who gives aid to the principles and policies of any hostile or dual organization shall be denied further membership in this Union to the full extent permitted by law. A majority vote of the membership shall decide which organizations are dual or hostile.

Section 8. Evidence of membership or other affiliation with the Union shall at all times remain the property of the Union. Members may be required to show their evidence of membership in order to be admitted to Union meetings, or into, or on Union property.

#### Article IV

##### Reinstatement

Members dismissed from the Union may be reinstated in accordance with such rules and under such conditions as are adopted, from time to time, by a majority vote of the membership.

#### Article V

##### Dues and Initiation Fee

Section 1. All members shall pay dues quarterly, on a calendar year basis, no later than the first business day of each quarter, except as herein otherwise provided. The dues shall be those payable as of the date of adoption of this Constitution and may be changed only by Constitutional amendment.

Section 2. No candidate for membership shall be admitted into membership without having paid an initiation fee of three hundred (\$300.00) dollars, except as otherwise provided in this Constitution.

Section 3. Payment of dues and initiation fees may be waived for organizational purposes in accordance with such rules as are adopted by a majority vote of the Executive Board.

#### Article VI

##### Retirement from Membership

Section 1. Members may retire from membership by surrendering their Union books or other evidence of affiliation and paying all unpaid dues for the quarter in which they retire, assessments, fines and other monies due and owing the Union. When the member surrenders his book or other evidence of affiliation in connection with his application for retirement he shall be given a receipt therefor. An official retirement card shall be issued by Headquarters, upon request, dated as of the day that such member accomplishes these payments, and shall be given to the member upon his presenting the aforesaid receipt.

Section 2. All the rights, privileges, duties and obligations of membership shall be suspended during the period of retirement, except that a retired member shall not be disloyal to the Union nor join or remain in any dual or hostile organization, upon penalty of forfeiture of his right to reinstatement.

Section 3. Any person in retirement for a period of two quarters or more shall be restored to membership, except as herein indicated, by paying dues for the current quarter, as well as all assessments accruing and newly levied during the period of retirement. If the period of retirement is less than two quarters, the required payments shall consist of all dues accruing during the said period of retirement, including those for the current quarter, and all assessments accrued and newly levied during that period. Upon such payment, the person in retirement shall be restored to membership, and his membership book, appropriately stamped, shall be returned to him.

Section 4. A member in retirement may be restored to membership after a two-year period of retirement consisting of eight full quarters only by majority vote of the membership.

Section 5. The period of retirement shall be computed from the first day of the quarter following the one in which the retirement card was issued.

**Article VII****System of Organization**

**Section 1.** This Union, and all officers, headquarter's representatives, port agents, patrolmen, and members shall be governed in this order by:

- (a) The Constitution.
- (b) The Executive Board.
- (c) Majority vote of the membership.

**Section 2.** The headquarters of the Union shall be located in New York and the headquarters officers shall consist of a President, and Executive Vice-President, one Vice-President in Charge of Contracts and Contract Enforcement, a Secretary-Treasurer, one Vice-President in Charge of the Atlantic Coast, one Vice-President in Charge of the Gulf Coast, and one Vice-President in Charge of the Lakes and Inland Waters.

**Section 3.** The staff of each port shall consist of such personnel as is provided for herein, and the port shall bear the name of the city in which the Union's port offices are located.

**Section 4.** Every member of the Union shall be registered in one of three departments; namely, deck, engine and stewards department. The definition of these departments shall be in accordance with custom and usage. This definition may be modified by a majority vote of the membership. No member may transfer from one department to another except by approval as evidenced by a majority vote of the membership.

**Article VIII****Officers, Headquarters Representatives, Port Agents and Patrolmen**

**Section 1.** The officers of the Union shall be elected as otherwise provided in this Constitution. These officers shall be the President, an Executive Vice-President, one Vice-President in Charge of Contracts and Contract Enforcement, a Secretary-Treasurer, one Vice-President in Charge of the Atlantic Coast, one Vice-President in Charge of the Gulf Coast, and one Vice-President in Charge of the Lakes and Inland Waters.

**Section 2.** Port Agents, Headquarters Representatives, and Patrolmen shall be elected, except as otherwise provided in this Constitution.

**Article IX****Other Elective Jobs**

**Section 1.** In addition to the elective jobs provided for in Article VIII, the following jobs in the Union shall be voted upon in the manner prescribed by this Constitution:

- A. Delegates to the convention of the Seafarers International Union of North America.
- B. Committee members of:
  - (1) Trial Committees
  - (2) Quarterly Financial Committees
  - (3) Appeals Committees
  - (4) Strike Committees
  - (5) Credentials Committees
  - (6) Polls Committees
  - (7) Union Tallying Committees
  - (8) Constitutional Committees

**Section 2.** Additional committees may be formed as provided by a majority vote of the membership. Committees may also be appointed as permitted by this Constitution.

**Article X****Duties of Officers, Headquarters Representatives, Port Agents, Other Elected Job Holders and Miscellaneous Personnel****Section 1. The President.**

(a) The President shall be the executive officer of the Union and shall represent, and act for and in behalf of, the Union in all matters except as otherwise specifically provided for in the Constitution.

(b) He shall be a member ex-officio of all committees, except as otherwise herein expressly provided.

(c) The President shall be in charge of, and responsible for, all Union property, and shall be in charge of headquarters and port offices. Wherever there are time restrictions or other considerations affecting Union action, the President shall take appropriate action to insure observance thereof.

(d) In order that he may properly execute his responsibilities, he is hereby instructed and authorized to employ any help he deems necessary, be it legal, accounting or otherwise.

(e) Subject to approval by a majority vote of the membership, the President shall designate the number and location of ports, the jurisdiction, status, and activities thereof, and may close or open such ports, and may re-assign Vice-Presidents and the Secretary-Treasurer, without reduction in wages. He may also re-assign Headquarters Representatives, Port Agents, and Patrolmen, to other duties, without reduction in wages. The Ports of New York, Philadelphia, Baltimore, Mobile, New Orleans, Houston and Detroit may not be closed except by Constitutional amendment.

Where ports are opened between elections, the President shall designate the Union personnel thereof.

The President shall designate, in the event of the incapacity of any Headquarters Representative, Port Agent or Patrolman, or any officer other than the President, a replacement to act as such during the period of incapacity, provided such replacement is qualified under Article XII of the Constitution to fill such job.

At the regular meeting in July of every election year, the President shall submit to the membership a pre-balloting report. In his report he shall recommend the number and location of ports, the number of Headquarters Representatives, Port Agents and Patrolmen which are to be elected. He shall also recommend a bank, a bonded warehouse, a regular officer thereof, or any other similar depository, to which the ballots are to be mailed or delivered at the close of each day's voting, except that the President may, in his discretion, postpone the recommendation as to the depository until no later than the first regular meeting in October.

This recommendation may also specify, whether any Patrolman and/or Headquarters Representative, shall be designated as departmental or otherwise. The report shall be subject to approval or modification by a majority vote of the membership.

(f) The President shall be chairman of the Executive Board and may cast one vote in that body.

(g) He shall be responsible, within the limits of his powers, for the enforcement of this Constitution, the policies of the Union, and all rules and rulings duly adopted by the Executive Board, and those duly adopted by a majority vote of the membership. Within these limits, he shall strive to enhance the strength, position, and prestige of the Union.

(h) The foregoing duties shall be in addition to those other duties lawfully imposed upon him.

(i) The responsibility of the President may not be delegated, but the President may delegate to a person or persons the execution of such of his duties as he may in his discretion decide, subject to the limitations set forth in this Constitution.

(j) Any vacancy in any office or the job of Headquarters Representative, Port Agent, or Patrolman shall be filled by the President by temporary appointment of a member qualified for the office or job under Article XII of this Constitution, except in those cases where the filling of such vacancy is otherwise provided for by this Constitution.

(k) The President is directed to take any and all measures and employ such means which he deems necessary or advisable, to protect the interests, and further the welfare of the Union and its members, in all matters involving national, state or local legislation issues, and public affairs.

(l) The President shall have authority to require any officer or Union representative to attend any regular or special meeting if, in his opinion, it is deemed necessary.

**Section 2. Executive Vice-President.**

The Executive Vice-President shall perform any and all duties assigned him or delegated to him by the President. In the event the President shall be unable to carry out any of his duties by reason of incapacity or unavailability, the Executive Vice-President shall take over such duties during the period of such incapacity or unavailability. Upon the death, resignation, or removal from office for any reason of the President, the Executive Vice-President shall immediately assume the office, duties and responsibilities of the President until the next general election.

The Executive Vice-President shall be a member of the Executive Board and may cast one vote in that body.

**Section 3. Vice-President in Charge of Contracts and Contract Enforcement.**

The Vice-President in Charge of Contracts and Contract Enforcement shall perform any and all duties assigned him or delegated to him by the President. In addition, he shall be responsible for all contract negotiations, the formulation of bargaining demands, and the submission of proposed collective bargaining agreements to the membership for ratification. He shall also be responsible, except as otherwise provided in Article X, Section 14 (d) (1), for strike authorization, signing of new contracts, and contract enforcement. He shall also act for headquarters in executing the administrative functions assigned to headquarters by this Constitution with respect to trials and appeals except if he is a witness or party thereto, in which event the Secretary-Treasurer shall act in his place. In order that he may properly execute these responsibilities he is hereby instructed and authorized to employ such help as he deems necessary, be it legal, or otherwise, subject to approval of the Executive Board.

The Vice-President in Charge of Contracts and Contract Enforcement shall be a member of the Executive Board and may cast one vote in that body.

**Section 4. Secretary-Treasurer.**

The Secretary-Treasurer shall perform any and all duties assigned him or delegated to him by the President. He shall be responsible for the organization and maintenance of the correspondence, files, and records of the Union; setting up, and maintenance of, sound accounting and bookkeeping systems; the setting up, and maintenance of, proper office and other administrative Union procedures; the proper collection, safeguarding, and expenditure of all Union funds, port or otherwise. He shall submit to the membership, for each quarterly period, a detailed report of the entire Union's financial operations and shall submit simultaneously therewith, the Quarterly Financial Committee report for the same period. The Secretary-Treasurer's report shall be prepared by an independent Certified Public Accountant. He shall also work with all duly elected finance committees. The Secretary-Treasurer shall be responsible for the timely filing of any and all reports on the operations of the Union, financial or otherwise, that may be required by any Federal or state laws. In order that he may properly execute his responsibilities, he is hereby instructed and authorized to employ any help he deems necessary, be it legal, accounting, or otherwise, subject to approval of the Executive Board.

The Secretary-Treasurer shall be a member of the Executive Board and may cast one vote in that body.

The Secretary-Treasurer shall be a member ex-officio of the Credentials and Ballot Tallying Committees. In addition he shall make himself and the records of his office available to the Quarterly Financial Committee.

**Section 5. Vice-President in Charge of the Atlantic Coast.**

The Vice-President in Charge of the Atlantic Coast shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all the ports, and the personnel thereof on the Atlantic Coast, including their organizing activities. The Atlantic Coast area is deemed to mean that area from and including Georgia through Maine and shall also include the Islands in the Caribbean. In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

**Section 6. Vice-President in Charge of the Gulf Coast.**

The Vice-President in Charge of the Gulf Coast shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all the ports, and the personnel thereof on the Gulf Coast including their organizing activities. The Gulf Coast area is deemed to mean the State of Florida, all through the Gulf, including Texas.

In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

**Section 7. Vice-President in Charge of the Lakes and Inland Waters.**

The Vice-President in Charge of the Lakes and Inland Waters shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all

the ports, and the personnel thereof on the Lakes and Inland Waters, including their organizing activities.

In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

**Section 8. Director of Organizing and Publications.**

The Director of Organizing and Publications shall be appointed and may be removed at will by the Executive Board of the Union. He shall be responsible for and supervise all publications and public relations of the Union and shall serve as co-ordinator of all organizational activities of the Union. In addition, he shall perform any and all duties assigned him or delegated to him by the Executive Board.

**Section 9. Headquarters Representatives.**

The Headquarters Representatives shall perform any and all duties assigned them or delegated to them by the President, Executive Vice-President or the Executive Board.

**Section 10. Port Agents.**

(a) The Port Agent shall be in direct charge of the administration of Union affairs in the port of his jurisdiction subject to the direction of the area Vice-President.

(b) He shall, within the jurisdiction of his port, be responsible for the enforcement and execution of the Constitution, the policies of the Union, and the rules adopted by the Executive Board, and by a majority vote of the membership. Wherever there are time restrictions or other considerations affecting port action, the Port Agent shall take appropriate action to insure observance thereof.

(c) He shall be prepared to account, financially or otherwise, for the activities of his port, whenever demanded by the President, the Vice-President of the area in which his port is located, or by the Secretary-Treasurer.

(d) In any event, he shall prepare and forward to the Secretary-Treasurer, a weekly financial report showing, in detail, weekly income and expenses, and complying with all other accounting directions issued by the Secretary-Treasurer.

(e) The Port Agent may assign each port Patrolman to such duties as fall within the jurisdiction of the port, regardless of the departmental designation, if any, under which the Patrolman was elected.

(f) The Port Agent shall designate which members at that port may serve as representatives to other organizations, affiliation with which has been properly authorized.

**Section 11. Patrolmen.**

Patrolmen shall perform any duties assigned them by the Agent of the Port to which they are assigned.

**Section 12. Executive Board.**

The Executive Board shall consist of the President, the Executive Vice-President, the Vice-President in Charge of Contracts and Contract Enforcement, the Secretary-Treasurer, the Vice-President in Charge of the Atlantic Area, the Vice-President in Charge of the Gulf Area, the Vice-President in Charge of the Lakes and Inland Waters, and the National Director (or chief executive officer) of each subordinate body or division created or chartered by the Union whenever such subordinate body or division has attained a membership of 3,200 members and has maintained that membership for not less than three (3) months. Such National Director (or chief executive officer) shall be a member of the respective subordinate body or division and must be qualified to hold office under the terms of the Constitution of such division or subordinate body.

The Executive Board shall meet in headquarters no less than once each quarter and at such other times as the President or, in his absence, the Executive Vice-President may direct. The President shall be the chairman of all Executive Board meetings unless absent, in which case the Executive Vice-President shall assume the chairman's duties. Each member of the Executive Board shall be entitled to cast one vote in that body. Its decision shall be determined by majority vote of those voting, providing a quorum of three is present. It shall be the duty of the Executive Board to develop policies, strategies and rules which will advance and protect the interests and welfare of the Union and the Members. It shall be the duty of the Secretary-Treasurer, or in his absence, an appointee of the Executive Board, to keep accurate minutes of all Executive Board meetings. The Executive Board shall appoint one person who shall be designated Director of Organizing and Publications. The Executive Board shall determine per capita tax to be levied and other terms and conditions of affiliation for any group of workers desiring affiliation. The Executive Board may direct the administration of all Union affairs, properties, policies and personnel in any and all areas not otherwise specifically provided for in this Constitution. Notwithstanding the foregoing, the Executive Board may act without holding a formal meeting provided all members of the Board are sent notice of the proposed action or actions and the decision thereon is reduced to writing and signed by a majority of the Executive Board.

In the event that death, resignation or removal from office for any reason should occur simultaneously to the President and Executive Vice-President, the Executive Board by majority vote shall name successors from its own membership who shall fill those vacancies until the next general election.

If the Executive Vice-President duly assumes the office of the President and dies, resigns, is removed from office, or is incapacitated for more than 30 days during the remainder of the term, the Executive Board shall elect a successor for the balance of the term from its own membership.

**Section 13. Delegates.**

(a) The term "delegates" shall mean those members of the Union and its subordinate bodies or divisions who are elected in accordance with the provisions of this Constitution, to attend the convention of the Seafarers International Union of North America.

(b) Each delegate shall attend the convention for which elected and fully participate therein.

(c) Each delegate shall, by his vote and otherwise, support those policies agreed upon by the majority of the delegates to the Convention.

(d) The President shall assign to each subordinate body or division that number of delegates to which this Union would have been entitled, if its membership had been increased by the number of members of the subordinate body or division, in accordance with the formula set forth in the Constitution of the Seafarers International Union of North America, except that this provision shall not be applied so as to reduce the number of delegates to which this Union would otherwise have been entitled.

**Section 14. Committees.**

(a) Trial Committee. The Trial Committee shall conduct the trials of a person charged,

and shall submit findings and recommendations as prescribed in this Constitution. It shall be the special obligation of the Trial Committee to observe all the requirements of this Constitution with regard to charges and trials, and their findings and recommendations must specifically state whether or not, in the opinion of the Trial Committee, the rights of any accused, under this Constitution, were properly safeguarded.

**(b) Appeals Committee.**

1. The Appeals Committee shall hear all appeals from trial judgments, in accordance with such procedures as are set forth in this Constitution and such rules as may be adopted by a majority vote of the membership not inconsistent therewith.

2. The Appeals Committee shall, within not later than one week after the close of the said hearing, make and submit findings and recommendations in accordance with the provisions of this Constitution and such rules as may be adopted by a majority vote of the membership not inconsistent therewith.

**(c) Quarterly Financial Committee.**

1. The Quarterly Financial Committee shall make an examination for each quarterly period of the finances of the Union and shall report fully on their findings and recommendations. Members of this committee may make dissenting reports, separate recommendations and separate findings.

2. The findings and recommendations of this committee shall be completed within a reasonable time after the election of the members thereof, and shall be submitted to the Secretary-Treasurer who shall cause the same to be read in all ports, as set forth herein.

3. All officers, Union personnel and members are responsible for complying with all demands made for records, bills, vouchers, receipts, etc., by the said Quarterly Financial Committee. The committee shall also have available to it, the services of the independent certified public accountants retained by the Union.

4. Any action on the said report shall be as determined by a majority vote of the membership.

5. The Quarterly Financial Committee shall consist of seven (7) members in good standing to be elected as follows: One member from each of the following ports: New York, Philadelphia, Baltimore, Mobile, New Orleans, Houston and Detroit. No officer, Headquarters Representative, Port Agent or Patrolman, shall be eligible for election to this Committee. Committee members shall be elected at the regular meeting designated by the Secretary-Treasurer. In the event a regular meeting cannot be held in any port for lack of a quorum, the Agent shall call a special meeting as early as possible for the purpose of electing a member to serve on the Quarterly Financial Committee. Such committee members shall be furnished transportation to New York and back to their respective ports and they shall be furnished room and board during the period they are performing their duties in New York. Commencing on the day following their election and continuing until they have been returned to their respective ports each committee member shall be paid for hours worked at the standby rate of pay but in no event shall they be paid for less than eight (8) hours per day.

**(d) Strike Committee.**

1. In no event shall a general strike take place unless approved by a majority vote of the membership.

2. In the event a general strike has been approved by the membership the Port Agents in all affected ports shall call a timely special meeting for the purpose of electing a strike committee. This committee shall be composed of three full book members and their duties shall consist of assisting the Port Agent to effectuate all strike policies and strategies.

## Article XI

### Wages and Terms of Office of Officers and Other Elective Job Holders, Union Employees, and Others

**Section 1.** The following elected offices and jobs shall be held for a term of four years:

- President
- Vice-Presidents
- Secretary-Treasurer
- Headquarters Representatives
- Port Agents
- Patrolmen

The term of four years set forth herein is expressly subject to the provisions for assumption of office as contained in Article XIII, Section 6(b) of this Constitution.

**Section 2.** The term of any elective jobs other than those indicated in Section 1 of this Article shall continue for so long as is necessary to complete the functions thereof, unless sooner terminated by a majority vote of the membership or segment of the Union, whichever applies, whose vote was originally necessary to elect the one or ones serving.

**Section 3.** The compensation to be paid the holder of any office or other elective job shall be determined from time to time by the Executive Board subject to approval of the membership.

**Section 4.** The foregoing provisions of this Article do not apply to any corporation, business, or other venture in which this Union participates, or which it organizes or creates. In such situations, instructions conveyed by the Executive Board shall be followed.

## Article XII

### Qualifications for Officers, Headquarters Representatives, Port Agents, Patrolmen and Other Elective Jobs

**Section 1.** Any member of the Union is eligible to be a candidate for, and hold, any office or the job of Headquarters Representative, Port Agent or Patrolman provided:

(a) He has at least three (3) years of seetime in an unlicensed capacity aboard an American-flag merchant vessel or vessels. In computing time, time spent in the employ of the Union, its subsidiaries and its affiliates, or in any employment at the Union's direction, shall count the same as sea time. Union records, Welfare Plan records and/or company records can be used to determine eligibility; and

(b) He has been a full book member in continuous good standing in the Union for at least three (3) years immediately prior to his nomination; and

(c) He has at least four (4) months of sea time, in an unlicensed capacity, aboard an American-flag merchant vessel or

vessels, covered by contract with this Union, or four (4) months of employment with, or in any office or job of, the Union, its subsidiaries and its affiliates, or in any employment at the Union's direction, or a combination of these, between January 1st and the time of nomination in the election year; and

(d) He is a citizen of the United States of America; and

(e) He is not disqualified by law.

**Section 2.** All candidates for, and holders of, other elective jobs not specified in the preceding sections shall be full book members of the Union.

**Section 3.** All candidates for and holders of elective offices and jobs, whether elected or appointed in accordance with this Constitution, shall maintain full book membership in good standing.

## Article XIII

### Elections for Officers, Headquarters Representatives, Port Agents and Patrolmen

**Section 1. Nominations.**

Except as provided in Section 2(b) of this Article, any full book member may submit his name for nomination for any office, or the job of Headquarters Representative, Port Agent or Patrolman, by delivering or causing to be delivered in person, to the office of the Secretary-Treasurer at headquarters, or sending, a letter addressed to the Credentials Committee, in care of the Secretary-Treasurer, at the address of headquarters. This letter shall be dated and shall contain the following:

- (a) The name of the candidate.
- (b) His home address and mailing address.
- (c) His book number.
- (d) The title of the office or other job for which he is a candidate, including the name of the Port in the event the position sought is that of Agent or Patrolman.
- (e) Proof of citizenship.
- (f) Proof of seetime and/or employment as required for candidates.
- (g) In the event the member is on a ship he shall notify the Credentials Committee what ship he is on. This shall be done also if he ships subsequent to forwarding his credentials.
- (h) Annexing a certificate in the following form, signed and dated by the proposed nominee:

"I hereby certify that I am not now, nor, for the five (5) years last past, have I been either a member of the Communist Party or convicted of, or served any part of a prison term resulting from conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, or violation of title II or III of the Landrum-Griffin Act, or conspiracy to commit any such crimes."

Dated: ..... Signature of member  
Book No.....

Printed forms of the certificate shall be made available to nominees. Where a nominee cannot truthfully execute such a certificate, but is, in fact, legally eligible for an office or job by reason of the restoration of civil rights originally revoked by such conviction or a favorable determination by the Board of Parole of the United States Department of Justice, he shall, in lieu of the foregoing certificate, furnish a complete signed statement of the facts of his case together with true copies of the documents supporting his statement.

All documents required herein must reach headquarters no earlier than July 15th and no later than August 15th of the election year.

The Secretary-Treasurer is charged with the safekeeping of these letters and shall turn them over to the Credentials Committee upon the latter's request.

**Section 2. Credentials Committee.**

(a) A Credentials Committee shall be elected at the regular meeting in August of the election year, at the port where headquarters is located. It shall consist of six full book members in attendance at the meeting, with two members to be elected from each of the Deck, Engine and Stewards Departments. No Officer, Headquarters Representative, Port Agent or Patrolman, or candidate for office or the job of Headquarters Representative, Port Agent or Patrolman, shall be eligible for election to this Committee, except as provided for in Article X, Section 4. In the event any committee member is unable to serve, the committee shall suspend until the President or Executive Vice President, or the Secretary-Treasurer, in that order, calls a special meeting at the port where Headquarters is located in order to elect a replacement. The Committee's results shall be by majority vote, with any tie vote being resolved by a majority vote of the membership at a special meeting called for that purpose at that Port.

(b) After its election, the Committee shall immediately go into session. It shall determine whether the person has submitted his application correctly and possesses the necessary qualifications. The Committee shall prepare a report listing each applicant and his book number under the office or job he is seeking. Each applicant shall be marked "qualified" or "disqualified" according to the findings of the Committee. Where an applicant has been marked "disqualified", the reason therefor must be stated in the report. Where a tie vote has been resolved by a special meeting of the membership, that fact shall also be noted, with sufficient detail. The report shall be signed by all of the Committee members, and be completed and submitted to the Ports in time for the next regular meeting after their election. At this meeting, it shall be read and incorporated in the minutes, and then posted on the bulletin board in each port.

On the last day of nominations, one member of the Committee shall stand by in Headquarters to accept delivery of credentials. All credentials must be in headquarters by midnight of closing day.

(c) When an applicant has been disqualified by the committee, he shall be notified immediately by telegram at the addresses listed by him pursuant to Section 1 of this Article. He shall also be sent a letter containing the reasons for such disqualification by air mail, special delivery, registered, to the mailing address designated pursuant to Section 1(b) of this Article. A disqualified applicant shall have the right to take an appeal to the membership from the decision of the committee. He shall forward copies of such appeal to each port, where the appeal shall be presented and voted upon at a regular meeting no later than the second meeting after the committee's election. It is the responsibility of the applicant to insure timely delivery of his appeal. In any event, without

prejudice to his written appeal, the applicant may appear in person before the committee within two days after the day on which the telegram is sent, to correct his application or argue for his qualification.

The committee's report shall be prepared early enough to allow the applicant to appear before it within the time set forth in this Constitution and still reach the ports in time for the first regular meeting after its election.

(d) A majority vote of the membership shall, in the case of such appeals, be sufficient to over-rule any disqualification classification by the Credentials Committee, in which event the one so previously classified shall then be deemed qualified.

(e) The Credentials Committee, in passing upon the qualifications of candidates, shall have the right to conclusively presume that anyone nominated and qualified in previous elections for candidacy for any office, or the job of Headquarters Representative, Port Agent or Patrolman, has met all the requirements of Section 1 (a) of Article XII.

**Section 3. Balloting Procedures.**

(a) The Secretary-Treasurer shall insure the proper and timely preparation of ballots, without partiality as to candidates or ports. The ballots may contain general information and instructive comments not inconsistent with the provisions of this Constitution. All qualified candidates shall be listed thereon alphabetically within each category. The listing of the ports shall follow a geographical pattern, commencing with the most northerly port on the Atlantic coast, following the Atlantic coast down to the most southerly port on that coast, then westerly along the Gulf of Mexico and so on, until the list of ports is exhausted. Any port outside the Continental United States shall then be added. There shall be allotted write-in space, on each ballot, sufficient to permit each member voting to write in as many names as there are offices and jobs to be voted upon. Each ballot shall be so prepared as to have the number thereon placed at the top thereof and shall be so perforated as to enable that portion containing the said number to be easily removed to insure secrecy of the ballot. On this removable portion shall also be placed a short statement indicating the nature of the ballot and the voting date thereof.

(b) The ballots so prepared at the direction of the Secretary-Treasurer shall be the only official ballots. No others may be used. Each ballot shall be numbered as indicated in the preceding paragraph and shall be numbered consecutively, commencing with number 1. A sufficient amount shall be printed and distributed to each Port. A record of the ballots, both by serial numbers and amount, sent thereto shall be maintained by the Secretary-Treasurer, who shall also send each Port Agent a verification list indicating the amount and serial numbers of the ballots sent. Each Port Agent shall maintain separate records of the ballots sent him and shall inspect and count the ballots, when received, to insure that the amount sent, as well as the numbers thereon, conform to the amount and numbers listed by the Secretary-Treasurer as having been sent to that port. The Port Agent shall immediately execute and return to the Secretary-Treasurer a receipt acknowledging the correctness of the amount and numbers of the ballots sent, or shall notify the Secretary-Treasurer of any discrepancy. Discrepancies shall be corrected as soon as possible prior to the voting period. In any event, receipts shall be forwarded for ballots actually received. The Secretary-Treasurer shall prepare a file in which shall be kept memoranda and correspondence dealing with the election. This file shall at all times be available to any member asking for inspection of the same at the office of the Secretary-Treasurer.

(c) Balloting shall take place in person, at port offices, and shall be secret. No signatures of any voter, or other distinguishing mark, shall appear on the ballot, except that any member may write in the name or names of any member or members, as appropriate, for any office, or the job of Headquarters Representative, Port Agent or Patrolman.

(d) Only full book members may vote. However, immediately prior thereto they must present their books to the Polls Committee of the port in which they are voting. The voter's book number shall be placed upon the roster sheet (which shall be kept in duplicate) in the space opposite the proper ballot number, and the member shall sign his name. The portion of the ballot on which the ballot number is printed shall then be removed, placed near the roster sheet, and the member shall proceed to the voting site with the ballot. An appropriate notation of the date and of the fact of voting shall be placed in the member's Union book.

(e) Each Port Agent shall be responsible for the establishment of a booth or other voting site where each member may vote in privacy.

(f) Upon completion of voting the member shall fold the ballot so that no part of the printed or written portion is visible. He shall then drop the ballot into a narrow-slotted ballot box, which shall be provided for that purpose by the Port Agent and kept locked and sealed except as hereinafter set forth.

(g) Voting shall commence on November 1st of the election year and shall continue through December 31st, exclusive of Sundays and (for each individual Port) holidays legally recognized in the city in which the port affected is located. If November 1st or December 31st falls on a holiday legally recognized in a port in the city in which that port is located, the balloting period in such port shall commence or terminate, as the case may be, on the next succeeding business day. Subject to the foregoing, voting in all ports shall commence at 9:00 A.M., and continue until 5:00 P.M., except that, on Saturdays, voting shall commence at 9:00 A.M. and continue until 12 noon.

**Section 4. Polls Committees.**

(a) Each port shall elect, prior to the beginning of the voting on each voting day, a Polls Committee, consisting of three full book members none of whom shall be a candidate, officer or an elected or appointed job holder. For the purpose of holding a meeting for the election of a Polls Committee only, and notwithstanding the provisions of Article XXIII, Section 2, or any other provision of this Constitution, five (5) members shall constitute a quorum for each port, with the said meeting to be held between 8:00 A.M. and 9:00 A.M. with no notice thereof required. It shall be the obligation of each member wishing to serve on a Polls Committee, or to observe the election thereof, to be present during this time period. It shall be the responsibility of the Port Agent to see that the meeting for the purpose of electing the said Polls Committee is called, and that the minutes of the said meeting are sent daily to the Secretary-Treasurer. In no case shall voting take place unless a duly elected Polls Committee is functioning.

(b) The duly elected Polls Committee shall collect all unused ballots, the voting rosters, the numbered stubs of those ballots already used, the ballot box or boxes and the ballot records and files kept by the Port Agent. It shall then proceed to compare the serial numbers and amounts of stubs with the number of names and corresponding serial numbers on the roster, and then compare the serial number and amounts of ballots used with the verifica-

don list, as corrected, and ascertain whether the unused ballots, both serial numbers and amount, represent the difference between what appears on the verification list, as corrected, and the ballots used. If any discrepancies are found, a detailed report thereon shall be drawn by the Polls Committee finding such discrepancies, which report shall be in duplicate, and signed by all the members of such Polls Committee. Each member of the Committee may make what separate comments thereon he desires, provided they are signed and dated by him. A copy of this report shall be given the Port Agent, to be presented at the next regular meeting. A copy shall also be simultaneously sent to the Secretary-Treasurer, who shall cause an investigation to be made forthwith. The results of such investigation shall be reported to the membership as soon as completed, with recommendations by the Secretary-Treasurer. A majority vote of the membership shall determine what action, if any, shall be taken thereon. Notwithstanding anything to the contrary contained in this Constitution, the Executive Board shall not make any determination in these matters.

(c) The Polls Committee shall also insure that the ballot box is locked and sealed, which lock and seal shall not be opened except in the manner hereinafter set forth. The same procedure as is set forth in the preceding paragraph with regard to discrepancies shall be utilized in the event the Polls Committee has reason to believe the lock and seal have been illegally tampered with.

(d) The Polls Committee shall permit full book members only to vote. Prior thereto, it shall stamp their book with the word "voted" and the date, issue ballots to voters, insure that proper registration on the roster takes place, collect stubs, and keep them in numerical order. It shall preserve good order and decorum at the voting site and vicinity thereof. All members and others affiliated with the Union are charged with the duty of assisting the Polls Committee, when called upon, in the preservation of order and decorum.

(e) In order to maintain the secrecy and accuracy of the ballot, and to eliminate the possibility of errors or irregularities in any one day's balloting affecting all the balloting in any port, the following procedure shall be observed:

At the end of each day's voting, the Polls Committee, in the presence of any member desiring to attend, provided he observes proper decorum, shall open the ballot box or boxes, and place all of that day's ballots therein in an envelope, as required, which shall then be sealed. The members of the Polls Committee shall thereupon sign their names across the flap of the said envelope or envelopes, with their book numbers next to their signatures. The committee shall also place the date and name of the Port on the said envelopes, and shall certify, on the envelope or envelopes, that the ballot box or boxes were opened publicly, that all ballots for that day only were removed, and that all of those ballots are enclosed in the envelope or envelopes dated for that day and voted in that Port. The Polls Committee shall check the rosters, and any other records they deem appropriate, to insure the foregoing. At the discretion of the Executive Board, official envelopes may be prepared for the purpose of enclosing the ballots and the making of the aforesaid certification, with wording embodying the foregoing inscribed thereon, in which event these envelopes shall be used by the Polls Committee for the aforesaid purpose. Nothing contained herein shall prevent any member of a Polls Committee from adding such comments to the certificate as are appropriate, provided the comments are signed and dated by the member making them. The envelope or envelopes shall then be placed in a wrapper or envelope, which, at the discretion of the Executive Board, may be furnished for that purpose. The wrapper or envelope shall then be securely sealed and either delivered, or sent by certified or registered mail, by the said Polls Committee, to the depository named in the pre-election report adopted by the membership. The Polls Committee shall not be discharged from its duties until this mailing is accomplished and evidence of mailing or delivery is furnished the Port Agent, which evidence shall be noted and kept in the Port Agent's election records or files.

The Polls Committee shall also insure that the ballot box or boxes are locked and sealed before handing them back to the Port Agent, and shall place the key or keys to the boxes in an envelope, across the flap of which the members of the committee shall sign their names, book numbers, and the date, after sealing the envelope securely. In addition to delivering the key and ballot box or boxes as aforesaid, the Polls Committee shall deliver to the Port Agent one copy of each of the roster sheets for the day, the unused ballots, any reports called for by this Section 4, any files that they may have received, and all the stubs collected both for the day and those turned over to it. The Port Agent shall be responsible for the proper safeguarding of all the aforesaid material, shall not release any of it until duly called for, and shall insure that no one illegally tampers with the material placed in his custody. The remaining copy of each roster sheet used for the day shall be mailed by the Polls Committee to the Secretary-Treasurer, by certified or registered mail or delivered in person.

(f) Members of the Polls Committee shall serve without compensation, except that the Port Agent shall compensate each Polls Committee member with a reasonable sum for meals while serving or provide meals in lieu of cash.

#### Section 5. Ballot Collection, Tallying Procedure, Protests, and Special Votes.

(a) On the day the balloting in each port is to terminate, the Polls Committee elected for that day shall, in addition to their other duties hereinafter set forth, deliver to headquarters, or mail to headquarters (by certified or registered mail), all the unused ballots, together with a certification, signed and dated by all members of the Committee that all ballots sent to the port and not used are enclosed therewith, subject to the right of each member of the Committee to make separate comments under his signature and date. The certification shall specifically identify, by serial number and amount, the unused ballots so forwarded. In the same package, but bound separately, the committee shall forward to headquarters all stubs collected during the period of voting, together with a certification, signed by all members of the committee, that all the stubs collected by the committee are enclosed therewith subject to the right of each member of the committee to make separate comments under his signature and date. The said Polls Committee members shall not be discharged from their duties until the forwarding called for hereunder is accomplished and evidence of mailing or delivery is furnished the Port Agent, which evidence shall be noted and kept in the Port Agent's election records or files.

(b) All forwarding to headquarters called for under this Section 5, shall be to the Union Tallying Committee, at the address of headquarters. In the event a Polls Committee cannot be elected or cannot act on the day the balloting in each Port is to terminate, the Port Agent shall have the duty to forward the material specifically set forth in Section 5(a) (unused ballots and stubs) to the Union Tallying Committee, which will then carry out the functions in regard thereto of the said Polls Committee. In such event, the Port Agent shall also forward all other material deemed necessary by the Union Tallying Committee to execute those functions.

All certifications called for under this Article XIII shall be deemed made according to the best knowledge, and belief of those required to make such certification.

(c) The Union Tallying Committee shall consist of 14 full book members. Two shall be elected from each of the seven ports of New York, Philadelphia, Baltimore, Mobile, New Orleans, Houston, and Detroit. The election shall be held at the regular meeting in December of the election year, or if the Executive Board otherwise determines prior thereto, at a special meeting held in the aforesaid ports on the first business day of the last week of said month. No Officer, Headquarters Representative, Port Agent, Patrolman, or candidate for office, or the job of Headquarters Representative, Port Agent or Patrolman, shall be eligible for election to this Committee, except as provided for in Article X, Section 4. In addition to its duties hereinafter set forth, the Union Tallying Committee shall be charged with the tallying of all the ballots and the preparation of a closing report setting forth, in complete detail, the results of the election, including a complete accounting of all ballots and stubs, and reconciliation of the same with the rosters, verification lists, and receipts of the Port Agents, all with detailed reference to serial numbers and amounts and with each total broken down into port totals. The Tallying Committee shall be permitted access to the election records and files of all ports, which they may require to be forwarded for inspection at its discretion. The report shall clearly detail all discrepancies discovered, and shall contain recommendations for the treatment of these discrepancies. All members of the Committee shall sign the report, without prejudice, however, to the right of any member thereof to submit a dissenting report as to the accuracy of the count and the validity of the ballots, with pertinent details.

The Tallying Committee is also charged with the receipt and evaluation of written protests by any member who claims an illegal denial of the right to vote. If it finds the protest invalid, it shall dismiss the protest and so inform the protesting member, by wire, on the day of dismissal. If it finds the protest valid, the committee shall order a special vote, to be had no later than within the period of its proceedings, on such terms as are practical, effective, and just, but which terms, in any event, shall include the provisions of Section 3(c) of this Article and the designation of the voting site of the port most convenient to the protesting member. Where a special vote is ordered in accordance with this Section 5(c), these terms shall apply, notwithstanding any provision to the contrary contained in this Article. Protests may be made only in writing and must be received by the Union Tallying Committee during the period of its proceedings. The reports of this committee shall include a brief summary of each protest received, the name and book number of the protesting member, and a summary of the disposition of the said protest. The committee shall take all reasonable measures to adjust the course of its proceedings so as to enable the special vote set forth in this Section 5(c) to be completed within the time herein specified. No closing report shall be made by it unless and until the special votes referred to in this Section 5(c) shall have been duly completed and tallied.

(d) The members of the Union Tallying Committee shall proceed to the port in which headquarters is located, as soon as possible after their election but, in any event, shall arrive at that port prior to the first business day after December 31 of the election year. Each member of the committee not elected from the port in which headquarters is located shall be reimbursed for transportation, meals, and lodging expense occasioned by their traveling to and returning from that Port. All members of the committee shall also be paid at the prevailing standby rate of pay from the day subsequent to their election to the day they return, in normal course, to the Port from which they were elected.

The Union Tallying Committee shall elect a chairman from among themselves and, subject to the express terms of this Constitution, adopt its own procedures. Decision as to special votes, protests, and the contents of the final report shall be valid if made by a majority vote, provided there be a quorum in attendance, which quorum is hereby fixed at nine (9). The Union Tallying Committee, but not less than a quorum thereof, shall have the sole right and duty to obtain the ballots from the depository immediately after the termination of balloting and to insure their safe custody during the course of the committee's proceedings. The proceedings of this committee, except for the actual preparation of the closing report and dissents therefrom, if any, shall be open to any member, provided he observes decorum. In no event, shall the issuance of the hereinbefore referred to closing report of the Tallying Committee be delayed beyond the January 15th immediately subsequent to the close of voting. The Union Tallying Committee shall be discharged upon the completion of the issuance and dispatch of its reports as required in this Article. In the event a recheck and recount is ordered pursuant to Section 5(g) of this Article, the committee shall be reconstituted except that if any member thereof is not available, a substitute therefor shall be elected from the appropriate port, at a special meeting held for that purpose as soon as possible.

(e) The report of the Committee shall be made up in sufficient copies to comply with the following requirements: two copies shall be sent by the committee to each Port Agent and the Secretary-Treasurer prior to the first regular meeting scheduled to take place subsequent to the close of the committee's proceedings or, in the event such meeting is scheduled to take place four days or less from the close of this committee's proceedings, then at least five days prior to the next regular meeting. Whichever meeting applies shall be designated, by date, in the report and shall be referred to as the "Election Report Meeting." As soon as these copies are received, each Port Agent shall post one copy of the report on the bulletin board, in a conspicuous manner. This copy shall be kept posted for a period of two months. At the Election Report Meeting, the other copy of the report shall be read verbatim.

(f) At the Election Report meeting, there shall be taken up the discrepancies, if any, referred to in Section 5(c) of this Article and the recommendations of the Tallying Committee submitted therewith. A majority vote of the membership shall decide what action, if any, in accordance with the Constitution, shall be taken thereon, which action, however, shall not include the ordering of a special vote unless the reported discrepancies affect the results of the vote for any office or job, in which event, the special vote shall be restricted thereto. A majority of the membership, at the Election Report Meeting, may order a recheck and a recount when a dissent to the closing report has been issued by three or more members of the Union Tallying Committee. Except for the contingencies provided for in this Section 5(f) the closing report shall be accepted as final.

(g) A special vote ordered pursuant to Section 5(f) must take place and be completed within seven (7) days after the Election Report Meeting, at each port where the discrepancies so acted upon took place. Subject to the foregoing, and to the limits of the vote set by the membership, as aforesaid, the Port Agents in each such port shall have the functions of the Tallying Committee as set forth in Section 5(c), insofar as that Section deals with the

terms of such special vote. The Secretary-Treasurer shall make a sufficient amount of the usual balloting material immediately available to Port Agents, for the purpose of such special vote. Immediately after the close thereof, the Port Agent shall summarize the results and communicate them to the Secretary-Treasurer. The ballots, stubs, roster sheets, and unused ballots pertaining to the special vote shall be forwarded to the Secretary-Treasurer, all in the same package, but bound separately, by the most rapid means practicable, but, in any case, so as to reach the Secretary-Treasurer in time to enable him to prepare his report as required by this Section 5(g). An accounting and certification, made by the Port Agent, similar to those required of Polls Committees, shall be enclosed therewith. The Secretary-Treasurer shall then prepare a report containing a combined summary of the results, together with a schedule indicating in detail how they affect the Union Tallying Committee's results, as set forth in its closing report. The form of the latter's report shall be followed as closely as possible. Two (2) copies shall be sent to each port, one copy of which shall be posted. The other copy shall be presented at the next regular meeting after the Election Report Meeting. If a majority vote of the membership decides to accept the Secretary-Treasurer's report, the numerical results set forth in the pertinent segments of the Tallying Committee's closing report shall be deemed accepted and final without modification.

If ordered, a recheck and recount, and the report thereon by the Union Tallying Committee, shall be similarly disposed of and deemed accepted and final, by majority vote of the membership at the regular meeting following the Election Report Meeting. If such recheck and recount is ordered, the Union Tallying Committee shall be required to continue its proceedings correspondingly.

Section 6. Installation into office and the Job of Headquarters Representative, Port Agent or Patrolman.

(a) The person elected shall be that person having the largest number of votes cast for the particular office or job involved. Where more than one person is to be elected for a particular office or job, the proper number of candidates receiving the successively highest number of votes shall be declared elected. These determinations shall be made only from the results deemed final and accepted as provided in this Article. It shall be the duty of the President to notify each individual elected.

(b) The duly elected officers and other job holders shall take over their respective offices and jobs, and assume the duties thereof, at midnight of the night of the Election Report Meeting, or the next regular meeting, depending upon which meeting the results as to each of the foregoing are deemed final and accepted, as provided in this Article. The term of their predecessors shall continue up to, and expire at, that time, notwithstanding anything to the contrary contained in Article XI, Section 1. This shall not apply where the successful candidate cannot assume his office because he is at sea.

In such event, a majority vote of the membership may grant additional time for the assumption of the office or job. In the event of the failure of the newly-elected President to assume office the provisions of Article X, Section 2, as to succession shall apply until the expiration of the term. All other cases of failure to assume office shall be dealt with as decided by a majority vote of the membership.

Section 7. The Secretary-Treasurer is specifically charged with the preservation and retention of all election records, including the ballots, as required by law, and is directed and authorized to issue such other and further directives as to the election procedures as are required by law, which directives shall be part of the election procedures of this Union.

## Article XIV Other Elections

### Section 1. Trial Committee.

A Trial Committee shall be elected at a special meeting held at 10:00 A.M., the next business day following the regular meeting of the Port where the Trial is to take place. It shall consist of five full book members, of which three shall constitute a quorum. No officer, Headquarters Representative, Port Agent, Port Patrolman, or other Union personnel may be elected to serve on a Trial Committee. No member who intends to be a witness in the pending trial may serve, nor may any member who cannot, for any reason, render an honest decision. It shall be the duty of every member to decline nomination if he knows, or has reason to believe, any of the foregoing disqualifications apply to him. The members of this committee shall be elected under such generally applicable rules as are adopted by a majority vote of the membership.

### Section 2. Appeals Committee.

The Appeals Committee shall consist of seven full book members, five of whom shall constitute a quorum, elected at the port where headquarters is located. The same disqualifications and duties of members shall apply with regard to this committee as apply to the Trial Committee. In addition, no member may serve on an Appeals Committee in the hearing of an appeal from a Trial Committee decision, if the said member was a member of the Trial Committee.

### Section 3. Delegates.

As soon as the President is advised as to the date and duly authorized number of delegates to the convention of the Seafarers International Union of North America, he shall communicate such facts to the Port Agent of each Port, together with recommendations as to generally applicable rules for the election of delegates. These facts and recommendations shall be announced and read at the first regular meeting thereafter. Unless changed by a majority vote of the membership during that meeting, the election rules shall apply. These rules shall not prohibit any full book member from nominating himself. The results of the election shall be communicated to each Port Agent, posted on the bulletin board, and announced at the next regular meeting of the Port. Rules of election hereunder may include provisions for automatic election of all qualified nominees, in the event the number of such nominees does not exceed the number of delegates to be elected.

## Article XV Trials and Appeals

Section 1. Any member may bring charges against any other member for the commission of an offense as set forth in this Constitution. These charges shall be in writing and signed by the accuser, who shall also include his book number. The accuser shall deliver these charges to the Port Agent of the port nearest the place of the offense, or the port of pay-off, if the offense took place aboard ship. He shall also request the Port Agent to present these charges at the next regular meeting. The accuser may withdraw his charges before the meeting takes place.

**Section 2.** After presentation of the charges and the request to the Port Agent, the Port Agent shall cause those charges to be read at the said meeting.

If the charges are rejected by a majority vote of the port, no further action may be taken thereon, unless ruled otherwise by a majority vote of the membership of the Union within 90 days thereafter. If the charges are accepted, and the accused is present, he shall be automatically on notice that he will be tried the following morning. At his request, the trial shall be postponed until the morning following the next regular meeting, at which time the Trial Committee will then be elected. He shall also be handed a written copy of the charges made against him.

If the accused is not present, the Port Agent shall immediately cause to be sent to him, by registered mail addressed to his last known mailing address on file with the Union a copy of the charges, the names and book numbers of the accusers, and a notification, that he must appear with his witnesses, ready for trial the morning after the next regular meeting, at which meeting the Trial Committee will be elected.

In the event a majority of the membership of the Union shall vote to accept charges after their rejection by a port, the trial shall take place in the Port where Headquarters is located. Due notice thereof shall be given to the accused, who shall be informed of the name of his accusers, and who shall receive a written statement of the charges. At the request of the accused, transportation and subsistence shall be provided the accused and his witnesses.

**Section 3.** The Trial Committee shall hear all pertinent evidence and shall not be bound by the rules of evidence required by courts of law but may receive all relevant testimony. The Trial Committee may grant adjournments, at the request of the accused, to enable him to make a proper defense. In the event the Trial Committee falls beneath a quorum, it shall adjourn until a quorum does exist.

**Section 4.** No trial shall be conducted unless all the accusers are present. The Trial Committee shall conduct the trial except that the accused shall have the right to cross-examine the accuser, or accusers, and the witnesses, as well as to conduct his own defense. The accused may select any member to assist him in his defense at the trial, provided, (a) the said member is available at the time of the trial and (b) the said member agrees to render such assistance. If the accused challenges the qualifications of the members of the Trial Committee, or states that the charges do not adequately inform him of what wrong he allegedly committed, or the time and place of such commission, such matters shall be ruled upon and disposed of, prior to proceeding on the merits of the defense. The guilt of an accused shall be found only if proven by the weight of the evidence, and the burden of such proof shall be upon the accuser. Every finding shall be based on the quality of the evidence and not solely on the number of witnesses produced.

**Section 5.** The Trial Committee shall make findings as to guilt or innocence, and recommendations as to punishment and/or other Union action deemed desirable in the light of the proceedings. These findings and recommendations shall be those of a majority of the committee, and shall be in writing, as shall be any dissent. The committee shall forward its findings and recommendations, along with any dissent to the Port Agent of the port where the trial took place, while a copy thereof shall be forwarded to the accused and the accusers, either in person or by mail addressed to their last known addresses. The findings shall include a statement that the rights of the accused under this Constitution, were properly safeguarded. The findings also must contain the charges made, the date of the trial, the name and address of the accused, the accuser, and each witness; shall describe each document used at the trial; shall contain a fair summary of the proceedings, and shall state the findings as to guilt or innocence. If possible, all documents used at the trial shall be kept. All findings and recommendations shall be made a part of the regular files.

**Section 6.** The Port Agent of the Port of Trial shall, upon receipt of the findings and recommendations of the Trial Committee, cause the findings and recommendations to be presented, and entered into the minutes, at the next regular meeting.

**Section 7.** The Port Agent shall send the record of the entire proceedings to headquarters, which shall cause sufficient copies thereof to be made and sent to, each Port in time for the next regularly scheduled meeting.

**Section 8.** At the latter meeting, the proceedings shall be discussed. The meeting shall then vote. A majority vote of the membership of the Union shall:

- (a) Accept the findings and recommendations, or
- (b) Reject the findings and recommendations, or
- (c) Accept the findings, but modify the recommendations, or
- (d) Order a new trial after finding that substantial justice has not been done with regard to the charges. In this event, a new trial shall take place at the port where headquarters is located and upon application, the accused, the accusers, and their witnesses shall be furnished transportation and subsistence.

**Section 9.** After the vote set forth in Section 8, any punishment so decided upon shall become effective. Headquarters shall cause notice of the results thereof to be sent to each accused and accuser.

**Section 10.** An accused who has been found guilty, or who is under effective punishment may appeal in the following manner: He may send or deliver a notice of appeal to Headquarters within 30 days after receipt of the notice of the decision of the membership.

**Section 11.** At the next regular meeting of the port where Headquarters is located, after receipt of the notice of appeal, the notice shall be presented and shall then become part of the minutes. An Appeals Committee shall then be elected. The Vice-President in charge of contracts is charged with the duty of presenting the before-mentioned proceedings and all available documents used as evidence at the trial to the Appeals Committee, as well as any written statements or argument submitted by the accused. The accused may argue his appeal in person, if he so desires. The appeal shall be heard at Union Headquarters on the night the committee is elected. It shall be the responsibility of the accused to insure that his written statement or argument arrives at headquarters in time for such presentation.

**Section 12.** The Appeals Committee shall decide the appeal as soon as possible, consistent with fair consideration of the evidence and arguments before it. It may grant adjournments and may request the accused or accusers to present arguments, whenever necessary for such fair consideration.

**Section 13.** The decision of the Appeals Committee shall be by majority vote, and shall be in the form of findings and recommendations. Dissents will be allowed. Decisions and dissents shall be in writing and signed by those participating in such decision or dissent. In making its findings and recommendations, the committee shall be governed by the following:

- (a) No finding of guilt shall be reversed if there is substantial

evidence to support such a finding and, in such case, the Appeals Committee shall not make its own findings as to the weight of evidence.

(b) In no event shall increased punishment be recommended.

(c) A new trial shall be recommended if the Appeals Committee finds—(a) that any member of the Trial Committee should have been disqualified, or (b) that the accused was not adequately informed of the details of the charged offense, which resulted in his not having been given a fair trial, or (c) that for any other reason, the accused was not given a fair trial.

(d) If there is not substantial evidence to support a finding of guilt, the Appeals Committee shall recommend that the charge on which the finding was based be dismissed.

(e) The Appeals Committee may recommend lesser punishment.

**Section 14.** The Appeals Committee shall deliver its decision and dissent, if any, to headquarters, which shall cause sufficient copies to be published and shall have them sent to each port in time to reach there before the next regular scheduled meeting. Headquarters shall also send a copy to each accused and accuser at their last known address, or notify them in person.

**Section 15.** At the meeting indicated in Section 14 of this Article, the membership, by a majority vote, shall accept the decision of the Appeals Committee, or the dissent therein. If there is no dissent, the decision of the Appeals Committee shall stand.

If a new trial is ordered, that trial shall be held in the port where headquarters is located, in the manner provided for in Section 2 of this Article. Any decision so providing for a new trial shall contain such directions as will insure a fair hearing to the accused.

**Section 16.** Headquarters shall notify the accused and each accuser, either in person or in writing addressed to their last known address, of the results of the appeal. A further appeal shall be allowed as set forth in Section 17 of this Article.

**Section 17.** Each member is charged with knowledge of the provisions of the Constitution of the Seafarers International Union of North America, and the rights of, and procedure as to, further appeal as provided for therein. Decisions reached thereunder shall be binding on all members of the Union.

**Section 18.** It shall be the duty of all members of the Union to take all steps within their constitutional power to carry out the terms of any effective decisions.

**Section 19.** Every accused shall receive a written copy of the charges preferred against him and shall be given a reasonable time to prepare his defense, but he may thereafter plead guilty and waive any or all of the other rights and privileges granted to him by this Article. If an accused has been properly notified of his trial and fails to attend without properly requesting a postponement, the Trial Committee may hold its trial without his presence.

## Article XVI Offenses and Penalties

**Section 1.** Upon proof the commission of the following offenses, the member shall be expelled from membership:

- (a) Proof of membership in any organization advocating the overthrow of the Government of the United States by force;
- (b) Acting as an informer against the interest of the Union or the membership in any organizational campaign;
- (c) Acting as an informer for, or agent of, the company against the interests of the membership or the Union;
- (d) The commission of any act as part of a conspiracy to destroy the Union.

**Section 2.** Upon proof of the commission of any of the following offenses, the member shall be penalized up to and including a penalty of expulsion from the Union. In the event the penalty of expulsion is not invoked or recommended, the penalty shall not exceed suspension from the rights and privileges of membership for more than two (2) years, or a fine of \$50.00 or both:

- (a) Wilfully misappropriating or misusing Union property of the value in excess of \$50.00;
- (b) Unauthorized use of Union property, records, stamps, seals, etc., for the purpose of personal gain;
- (c) Wilful misuse of any office or job, elective or not, within the Union for the purpose of personal gain, financial or otherwise, or the wilful refusal or failure to execute the duties or functions of the said office or job, or gross neglect or abuse in executing such duties or functions or other serious misconduct or breach of trust. The President may, during the pendency of disciplinary proceedings under this subsection, suspend the officer or jobholder from exercising the functions of the office or job, with or without pay, and designate his temporary replacement.
- (d) Unauthorized voting, or unauthorized handling of ballots, stubs, rosters, verification lists, ballot boxes, or election files, or election material of any sort;
- (e) Preferring charges with knowledge that such charges are false;
- (f) Making or transmitting, with intent to deceive, false reports or communications which fall within the scope of Union business;
- (g) Deliberate failure or refusal to join one's ship, or misconduct or neglect of duty aboard ship, to the detriment of the Union or its agreements;
- (h) Deliberate and unauthorized interference, or deliberate and malicious vilification, with regard to the execution of the duties of any office or job;
- (i) Paying for, or receiving money for, employment aboard a vessel, exclusive of proper earnings and Union payments;
- (j) Wilful refusal to submit evidence of affiliation for the purpose of avoiding or delaying money payments to the Union, or unauthorizedly transferring or receiving evidence of Union affiliation, with intent to deceive;
- (k) Wilful failure or refusal to carry out the order of those duly authorized to make such orders during time of strike.

(l) Failure or refusal to pay a fine or assessment within the time limit set therefor either by the Constitution or by action taken in accordance with the Constitution.

**Section 3.** Upon proof of the commission of any of the following offenses, members shall be penalized up to and including a suspension from the rights and privileges of membership for two (2) years, or a fine of \$50.00 or both:

- (a) Wilfully misappropriating or misusing Union property of the value under \$50.00;
- (b) Assuming any office or job, whether elective or not with knowledge of the lack of possession of the qualifications required therefor;

(c) Misconduct during any meeting or other official Union proceeding, or bringing the Union into disrepute by conduct not provided for elsewhere in this Article;

(d) Refusal or negligent failure to carry out orders of those duly authorized to make such orders at any time.

**Section 4.** Upon proof of the commission of any of the following offenses, members shall be penalized up to and including a fine of \$50.00:

- (a) Refusal or wilful failure to be present at sign-ons or pay-offs;
- (b) Wilful failure to submit Union book to Union representatives at pay-off;
- (c) Disorderly conduct at pay-off or sign-on;
- (d) Refusal to cooperate with Union representatives in discharging their duties;
- (e) Disorderly conduct in the Union hall;
- (f) Gambling in the Union hall;
- (g) Negligent failure to join ship.

**Section 5.** Any member who has committed an offense penalized by no more than a fine of \$50.00 may elect to waive his rights under this Constitution subject to the provisions of Article XV, Section 19 and to pay the maximum fine of \$50.00 to the duly authorized representative of the Union.

**Section 6.** This Union, and its members, shall not be deemed to waive any claim, of personal or property rights to which it or its members are entitled, by bringing the member to trial or enforcing a penalty as provided in this Constitution.

**Section 7.** Any member under suspension for an offense under this Article shall continue to pay all dues and assessments and must observe his duties to the Union, members, officials, and job holders.

## Article XVII Publications

This Union may publish such pamphlets, journals, newspapers, magazines, periodicals and general literature, in such manner as may be determined, from time to time, by the Executive Board.

## Article XVIII Bonds

Officers and job holders, whether elected or appointed as well as all other employees handling monies of the Union shall be bonded as required by law.

## Article XIX Expenditures

**Section 1.** In the event no contrary policies or instructions are in existence, the President may authorize, make, or incur such expenditures and expenses as are normally encompassed within the authority conferred upon him by Article X of this Constitution.

**Section 2.** The provisions of Section 1 shall similarly apply to the routine accounting and administrative procedures of the Union except those primarily concerned with trials, appeals, negotiations, strikes, and elections.

**Section 3.** The provisions of this Article shall supersede to the extent applicable, the provisions of Article X of this Constitution.

## Article XX Income

**Section 1.** The income of this Union shall include dues, initiation fees, fines, assessments, contributions, loans, interest, dividends, as well as income derived from any other legitimate business operation or other legitimate source.

**Section 2.** An official Union receipt, properly filled out, shall be given to anyone paying money to the Union or to any person authorized by the Union to receive money. It shall be the duty of every person affiliated with the Union who makes such payments to demand such receipt.

**Section 3.** No assessments shall be levied except after a ballot conducted under such general rules as may be decided upon by a majority vote of the membership, provided that:

- (a) The ballot must be secret.
- (b) The assessment must be approved by a majority of the valid ballots cast.

**Section 4.** Except as otherwise provided by law, all payments by members or other affiliates of this Union shall be applied successively to the monetary obligations owed the Union commencing with the oldest in point of time, as measured from the date of accrual of such obligation. The period of arrears shall be calculated accordingly.

## Article XXI Other Types of Union Affiliation

To the extent permitted by law, this Union, by majority vote of the membership, may provide for affiliation with it by individuals in a lesser capacity than membership, or in a capacity other than membership. By majority vote of the membership, the Union may provide for the rights and obligations incident to such capacities or affiliations. These rights and obligations may include, but are not limited to (a) the applicability or non-applicability of all or any part of this Constitution; (b) the terms of such affiliation; (c) the right of the Union to preemptory termination of such affiliation and, (d) the fees required for such affiliation. In no event may anyone not a member receive evidence of affiliation equivalent to that of members, receive priority or rights over members, or be termed a member.

## Article XXII Quorums

**Section 1.** Unless elsewhere herein otherwise specifically provided, the quorum for a special meeting of a port shall be six full book members.

**Section 2.** The quorum for a regular meeting of a Port shall be fifty (50) members.

**Section 3.** Unless otherwise specifically set forth herein, the decisions, reports, recommendations, or other functions of any

segment of the Union requiring a quorum to act officially, shall be a majority of those voting, and shall not be official or effective unless the quorum requirements are met.

Section 4. Unless otherwise indicated herein, where the requirements for a quorum are not specifically set forth, a quorum shall be deemed to be a majority of those composing the applicable segment of the Union.

**Article XXIII**  
**Meetings**

Section 1. Regular membership meetings shall be held monthly only in the following major ports at the following times:

During the week following the first Sunday of every month a meeting shall be held on Monday—at New York; on Tuesday—at Philadelphia; on Wednesday—at Baltimore; and on Friday—at Detroit. During the next week, meetings shall be held on Monday at Houston; on Tuesday—at New Orleans and on Wednesday—at Mobile. All regular membership meetings shall commence at 2:30 P.M. local time. Where a meeting day falls on a Holiday officially designated as such by the authorities of the state or municipality in which a port is located, the port meeting shall take place on the following business day. Saturday and Sunday shall not be deemed business days.

The Area Vice Presidents shall be the chairmen of all regular meetings in ports in their respective areas. In the event the Area Vice Presidents are unable to attend a regular meeting of a port, they shall instruct the Port Agents, or other elected job holders, to act as chairman of the meetings.

In the event a quorum is not present at 2:30 P.M. the chairman of the meeting at the pertinent port shall postpone the opening of the meeting but in no event later than 3:00 P.M.

Section 2. A special meeting at a port may be called only at the direction of the Port Agent or Area Vice President. No special meeting may be held, except between the hours of 9:00 A.M. and 5:00 P.M. Notice of such meeting shall be posted at least two hours in advance, on the port bulletin board.

The Area Vice Presidents shall be the chairmen of all special meetings in ports in their respective areas. In the event the Area Vice Presidents are unable to attend a special meeting of a port, they shall instruct the Port Agents, or other elected job holders, to act as chairmen of the meetings.

The contents of this Section 2 are subject to the provisions of Article XIII, Section 4(a).

Section 3. Notwithstanding anything to the contrary, all regular meetings shall be governed by the following:

1. The Union Constitution.
2. Majority vote of the members assembled.

**Article XXIV**  
**Definitions and Miscellaneous Provisions**  
**Relating Thereto**

Section 1. Incapacity. Unless otherwise set forth or dealt with herein, the term "incapacity," shall mean any illness or situation preventing the affected person from carrying out his duties for more than 30 days, provided that this does not result in a vacancy. However, nothing contained in this Article shall be deemed to prohibit the execution of the functions of more than one job and/or office in which even no incapacity shall be deemed to exist with regard to the regular job or office of the one taking over the duties and functions of the one incapacitated. The period of incapacity shall be the time during which the circumstances exist.

Section 2. Unless otherwise set forth or dealt with herein, the term "vacancy" shall include failure to perform the functions of any office or job by reason of death, or resignation, or suspension from membership or expulsion from the Union with no further right to appeal in accordance with the provisions of Article XV, of this Constitution.

Section 3. When applicable to the Union as a whole the term, "majority vote of the membership," shall mean the majority of all the valid votes cast by full book members at an official meeting of those ports holding a meeting. This definition shall prevail notwithstanding that one or more ports cannot hold meetings because of no quorum. For the purpose of this Section, the term "meeting" shall refer to those meetings to be held during the time period within which a vote must be taken in accordance with the Constitution and the custom and usage of the Union in the indicated priority.

Section 4. When applicable solely to port action and not concerned with, or related to, the Union as a whole, and not forming part of a Union-wide vote, the term, "majority vote of the membership," shall refer to the majority of the valid votes cast by the full book members at any meeting of the Port, regular or special.

Section 5. The term, "membership action", or reference thereto, shall mean the same as the term "majority vote of the membership".

Section 6. Where the title of any office or job, or the holder thereof, is set forth in this Constitution, all references thereto and the provisions concerned therewith shall be deemed to be equally applicable to whomever is duly acting in such office or job.

Section 7. The term "Election Year" shall be deemed to mean that calendar year prior to the calendar year in which elected officials and other elected job-holders are required to assume office. The first election year hereunder shall be deemed to be 1960.

Section 8. The terms, "this Constitution", and "this amended Constitution", shall be deemed to have the same meaning and shall refer to the Constitution which takes the place of the one adopted by the Union in 1939, as amended up through August, 1956.

Section 9. The term, "member in good standing", shall mean a member whose monetary obligations to the Union are not in arrears for thirty days or more, or who is not under suspension or expulsion effective in accordance with this Constitution. Unless otherwise expressly indicated, the term, "member", shall mean a member in good standing.

Section 10. Unless plainly otherwise required by the context of their use, the terms "Union book", "membership book", and "book", shall mean official evidence of Union membership.

Section 11. The term "full book" or "full Union book" shall mean only an official certificate issued as evidence of Union membership which can be attained only by those members who have first acquired the highest seniority rating set forth in the standard collective bargaining agreement.

Section 12. The term, "full book member", shall mean a member to whom a full book has been duly issued and who is entitled to retain it in accordance with the provisions of this Constitution.

**Article XXV**  
**Amendments**

This Constitution shall be amended in the following manners:  
Section 1. Any full book member may submit at any regular meeting of any Port proposed amendments to this Constitution in resolution form. If a majority vote of the membership of the Port approves it, the proposed amendment shall be forwarded to all Ports for further action.

Section 2. When a proposed amendment is accepted by a majority vote of the membership, it shall be referred to a Constitutional Committee in the Port where Headquarters is located. This Committee shall be composed of six full book members, two from each department and shall be elected in accordance with such rules as are established by a majority vote of that Port. The Committee will act on all proposed amendments referred to it. The Committee may receive whatever advice and assistance, legal or otherwise, it deems necessary. It shall prepare a report on the amendment together with any proposed changes or substitutions or recommendations and the reasons for such recommendations. The latter shall then be submitted to the membership by the President. If a majority vote of the membership approves the amendment as recommended, it shall then be voted upon, in a yes or no vote by the membership of the Union by secret ballot in accordance with the procedure outlined in Article XIII, Section 3(b) through Section 5, except that, unless otherwise required by a majority vote of the membership at the time it gives the approval necessary to put the referendum to a vote, the Union Tallying Committee shall consist of six (6) full book members, two from each of the three (3) departments of the Union, elected from Headquarters Port. The amendment shall either be printed on the ballot, or if too lengthy, shall be referred to on the ballot. Copies of the amendment shall be posted on the bulletin boards of all ports and made available at the voting site in all ports.

Section 3. If approved by a majority of the valid ballots cast, the amendment shall become effective immediately upon notification by the Headquarters Tallying Committee to the President that the amendment has been so approved, unless otherwise specified in the amendment. The President shall immediately notify all ports of the results of the vote on the amendment.

**Article XXVI**  
**Transition Clause**

Section 1. It is the purpose and intent of this Article to provide for an orderly transition from Union operations and activities as governed by the Constitution in effect prior to the adoption of this amended Constitution, to operations and activities conducted in accordance with this amended Constitution. Accordingly, the following sections are to be given the interpretation required to effectuate the foregoing purpose and intent.

Section 2. All routine administrative, accounting, and other similar procedures and processes of this Union, in effect immediately prior to the adoption of this amended Constitution shall be deemed to be permitted hereunder and shall continue in effect unless or until changed, in accordance with the provisions hereof.

Section 3. All methods and means of collecting and disbursing Union funds, all segregations of Union funds, rules of order generally followed, bonding procedures, reinstatement procedures, and any other practices or procedure, in effect immediately prior to the adoption of this amended Constitution, shall be deemed to be permitted hereunder, and shall continue in effect unless or until changed in accordance with the provisions hereof.

Section 4. All Union policies, customs, and usage, including those with regard to admission into membership, in effect immediately prior to the adoption of this amended Constitution, shall be deemed to be permitted hereunder and shall continue in effect unless or until changed in accordance with the provisions hereof.

Section 5. All officers and other jobholders elected as a result of the balloting held by this Union during November and December of 1958, who are serving at the time of the adoption of this amended Constitution, shall continue to serve, without reduction in salary, in the office most closely related to the one held prior to that adoption, and for a term not to exceed that for which he was elected in the balloting held in 1958. For this purpose the following table sets out the new office and job, the present nearest equivalent in terms of functions presently performed, and the identity of the person occupying it. The adoption of this amended Constitution shall constitute ratification of this table.

New Title	Individual	Old Title
President	PAUL HALL	Secretary-Treasurer
Executive Vice-President	CAL TANNER	Assistant Secretary-Treasurer
Vice-President in charge of Contracts and Contract Enforcement	CLAUDE SIMMONS	Assistant Secretary-Treasurer
Vice-President in charge of the Atlantic Coast	EARL SHEPPARD	Assistant Secretary-Treasurer
Vice-President in charge of the Gulf Coast	LINDSEY WILLIAMS	Assistant Secretary-Treasurer
Vice-President in charge of the Lakes and Inland Waters	AL TANNER	Boston Port Agent and Administrative Director of Great Lakes District
Secretary-Treasurer	VACANCY	(To be filled by the President in accordance with Constitution)
Headquarters Representative	BILL HALL	Assistant Secretary-Treasurer
Headquarters Representative	ED MOONEY	Assistant Secretary-Treasurer
Headquarters Representative	JOE VOLPIAN	Assistant Secretary-Treasurer

Since no elected officer or jobholder currently performs the functions of the new office of Secretary-Treasurer, that office shall be filled by the President pursuant to Article X, Section 1(j) of this Constitution. From the date of the adoption of this Constitution, the officers, as above described, shall execute the powers and functions, and assume the responsibilities of the said offices as set forth in this Constitution.

**EXHIBIT A**

**Minimal requirements to be contained in Constitution of subordinate bodies and divisions chartered by or affiliated with the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.**

I  
All members shall have equal rights and privileges, subject to reasonable rules and regulations, contained in this Constitution, including secret election, freedom of speech, the right to hold office and the right of secret votes on assessment and dues increases, all in accordance with the law.

II  
No member may be automatically suspended from membership except for non-payment of dues, and all members shall be afforded a fair hearing upon written charges, with a reasonable time to prepare defense, when accused of an offense under the Constitution.

III  
This Union is chartered by (and/or affiliated with), the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, and this Constitution and any amendments thereto, shall not take effect unless and until approved as set forth in the Constitution of that Union.

IV  
An object of this Union is, within its reasonable capacity, to promote the welfare of, and assist, the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.

V  
The charter (and/or affiliation) relationship between this Union and the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall not be dissolved so long as at least ten members of this Union, and the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District acting through its Executive Board wish to continue such relationship.

VI  
No amendment to this Constitution shall be effective unless and until approved by at least a two-thirds vote of the membership in a secret referendum conducted for that purpose. In any event, the adoption of this Constitution and any amendments thereto, will not be effective unless and until compliance with Article II of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District is first made.

VII  
The Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall have the right to check, inspect and make copies of all the books and records of this Union upon demand.

VIII  
This Union shall not take any action which will have the effect of reducing its net assets, calculated through recognized accounting procedures, below the amount of its indebtedness to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, unless approved by that Union through its Executive Board.

IX  
So long as there exists any indebtedness by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, that Union shall have the right to appoint a representative or representatives to this Union who shall have the power to attend all meetings of this Union, or its sub-divisions, or governing boards, if any; and who shall have access to all books and records of this Union on demand. This representative, or these representatives, shall be charged with the duty of assisting this Union and its membership, and acting as a liaison between the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District and this Union.

X  
So long as any unpaid per capita tax, or any other indebtedness of any sort, is owed by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, such indebtedness shall constitute a first lien on the assets of this Union, which lien shall not be impaired without the written approval of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District acting through its Executive Board.

XI  
The per capita tax payable by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall be that which is fixed in accordance with the terms of the Constitution of that Union.

XII  
This Constitution and actions by this Union pursuant thereto are subject to those provisions of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District pertaining to affiliation, disaffiliation, trusteeships, and the granting and removal of charters.

XIII  
This Union shall be affiliated with the Seafarers International Union of North America through the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District. It shall share in, and participate as part of, the delegation of that District to the Convention of the Seafarers International Union of North America in accordance with the provisions of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.

### **EVERY SEAFARER IS GUARANTEED**

- *Protection of the rights and privileges guaranteed him under the Constitution of the Union.*
- *The right to vote.*
- *The right to nominate himself for, and to hold, any office in the Union.*
- *That every official of the Union shall be bound to uphold and protect the rights of every member and that in no case shall any member be deprived of his rights and privileges as a member without due process of the law of the Union.*
- *The right to be confronted by his accuser and to be given a fair trial by an impartial committee of his brother Union members if he should be charged with conduct detrimental to the welfare of Seafarers banded together in this Union.*
- *The right to express himself freely on the floor of any Union meeting or in committee.*
- *The assurance that his brother Seafarers will stand with him in defense of the democratic principles set forth in the Constitution of the Union.*