




# West Coast Sailors

Official Organ of the Sailors' Union of the Pacific

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SAN FRANCISCO, CALIFORNIA

Friday, July 20, 2001

## U.S. Customs decision to tax repair work at sea threatens merchant marine: Industry responds with a vengeance

The United States Customs Service has published a so-called Final Rule that requires that equipment purchased foreign for repairs made by U.S.-flag vessels when they are outside of the United States, including maintenance and repair while these vessels are on the high seas, are subject to declaration, entry and payment of 50% *ad valorem* duty.

This unprecedented new interpretation by Customs regarding foreign repairs to American vessels is a major departure from past industry practices and impose financial and administrative burdens which are not only unfair and ill-conceived, but impossible to meet.

Aside from the illogical tax aspects of the new rule, the "reportable events and expenditures" provisions of the rule include the suffocating requirements for a U.S. crew and vessel at all times on the high seas to report the use of every single foreign-bought article, including but not limited to, every gallon of paint, nut, "O" ring, wire, bolt and washer used — by American Labor and outside of any foreign port — while underway.

If this rule is permitted to stand, it would render the already beleaguered U.S.-flag fleet

non-competitive and may even result in existing U.S.-flag vessel being reflagged foreign.

In response to this outrageous decision, a petition was filed on July 13, with the Customs Services by a broad-based coalition of the U.S. maritime industry (including the Sailors' Union) spearheaded by the American Maritime Congress and its president Gloria Cataneo Tosi, to have the rule rescinded.

The petition addressed to Charles Winwood, Acting Commissioner of customs states in part that:

**Without immediate and decisive action to reverse this rule, its provisions would decimate a significant portion of our Nation's U.S.-flag fleet and jeopardize not only our seafarers' trade skills and jobs, but also directly discourage the utilization of domestic suppliers.**

On a much broader scale, these ill-conceived changes represent a direct threat to our national security because of their effect on our U.S.-flag ship owners and operators participating in the Maritime Security Pro-

gram, and the Voluntary Intermodal Sealift Agreement. It is important to recognize that during a contingency, American shipowners participating in the Maritime Security Program (MSP), as well as other U.S.-flag operators with militarily-useful vessels, are contractually obligated through their Voluntary Intermodal Sealift Agreements (VISA) to provide their tonnage and intermodal infrastructure, including terminals, truck, rail and sealift capacity to the Department of Defense (DOD). DOD relies on this sealift capacity to transport critically important military equipment during a conflict. Indeed, both the Congress and the Executive Branch have estimated that it would cost DOD well in excess of \$800 million a year to replace these commercial assets with its own organic capability. A strong, competitive, commercial U.S.-flag presence in our international trades is, therefore, vitally important. This rule severely and unjustifiably penalizes those same U.S.-flag ship operators whose vessels must be

available to help our Armed Forces in times of emergency or national conflict.

**If the U.S. government, through agencies like the U.S. Custom Services, continues to impose severe economic burdens on U.S.-flag operators, then, in short order, there will no longer be a U.S.-flag fleet to penalize, injure and maltreat. Already, 97 percent of U.S. imports and exports are transported on foreign-registered vessels. This new rule serves to drive the last nail in the coffin for the U.S.-flag fleet.**

In addition the new rule requirement to declare and evidence the use of all parts and material by the vessel, a major departure from existing requirements, is so radical as to make industry compliance impossible to achieve. This rule, thus, is an example of Federal rulemaking run amok, designed apparently with no knowledge or understanding of actual vessel operations, safety at sea, and the highly competitive nature of

today's international shipping. It would impose an unrealistic administrative and paperwork burden on the crew and shoreside personnel, unnecessarily increasing the work and burdens of the crew, and would impact adversely on the safe operation of the vessel and its concomitant duty to protect the environment. The goal over these past years has been to decrease crew size, not increase it. The new rule would, of necessity, require much more crew U.S.-flag vessels than its foreign competition.

This rule severely penalizes U.S.-flag vessels. Not only do our interests and vessels compete against foreign interests that pay little or no taxes and are subject to minimum labor, environmental and health standards and regulations, but this rule provides an even greater advantage to our foreign competitors since they are not subject to such arbitrary duties, and regulatory burdens. This rule has the result, intended or otherwise, of

See U.S. Customs decision

Continued Page 6

## USNS Mendonca gang praised by skipper

Captain Bill Doherty, master of the *USNS Mendonca*, in a message to Patriot Contract Services which operates the Large Medium Speed Roll-On/Roll-Off (LMSR) vessel for the Military Sealift Command had high praises for the performance of the crew after a trip this month to Korea.

The following are excerpts of Captain Doherty's message to the company sent enroute from Korea to San Diego:

"We have successfully transported the 25th Infantry redeployment from Beaumont to Pearl Harbor. We have met the challenge of back loading retrograde cargo from the hapless *Cape Mohican*, under some rather difficult circumstance.

"This crew had dug in and got the job done. The deck gang has

taken the time to learn, been given the hands-on experience, and have grown into a cohesive and dependable crew. They performed more of the stevedoring functions during this back load, including, but not limited to rigging for heavy lifts, container handling both ashore and aboard, ro-ro- operations and lashing. They have been innovative in getting the job done when other agencies, such as the SEABEES, couldn't. I may not be their friend, but I am sure they know, because I have told them on more than one occasion, that they have performed well.

"The engineers have performed miracles in keeping the plant in operation and on schedule. They have provided instant support to the deck gang as needed to back them up. The

deck gang has done likewise.

"Three days ago, we were faced with a problem which could have been catastrophic. While heaving the anchor, and right after the anchor stopped holding, the chain was found to be fouled with a bird's nest of wire rope, anchors, and all sorts of tangled debris. We still had two shots of chain out, and the anchor of the bottom. If I had let go the starboard anchor, it would have fouled with the two shots out. We couldn't steam with two shots of chain out without damage to the ground tackle and gear of the ship. The wind was steady at 20kts and gusting higher into the anchorage. We were in an extremely crowded anchorage and we were due at the pilot station in a half hour.

"All hands turned to, dug in and

did two hours work in a half hour. The deck gang with sledges and bare hands, the engine gang with power hacksaws and hydraulic cutter. A smooth efficient inter-departmental effort which has become common plan in the *Mendonca*. We made our pilot ETA and never missed a beat."

### 1901 MARITIME STRIKE

A hundred years ago this month, a strike of San Francisco's waterfront workers, led by the SUP's Andrew Furuseth, stopped union-busting and an open shop drive by the city's employers. An article on this critical struggle starts on Page 8.



Second class postage paid at San Francisco, CA (USPS 675-180)

# SUP Honor Roll

Voluntary contributions from the membership to the following funds:

## Organization/ General Fund

Lee Dancer .....	25.00
Paul Herriott .....	25.00
Norman Kwak .....	50.00
Gunnar Lundeborg .....	50.00
Carlos Medina .....	20.00
Rudy Menchaca .....	100.00
Fritz Minder .....	25.00
Jack Post .....	25.00
Edward Sabo .....	20.00
Doug Taylor .....	30.00

## Political Fund

Robert Burns .....	10.00
Lee Dancer .....	25.00
Andre Dayley .....	40.00
Frank Dufek .....	20.00
Mike Duvall .....	20.00
Paul Herriott .....	25.00
Phillip Howell .....	50.00
Sed Idris .....	40.00
Jerry Komoto .....	30.00
Larry Loe .....	10.00
George Lua .....	20.00
Gunnar Lundeborg .....	25.00
Fredrick Martinez .....	50.00
Raymond Martinez .....	10.00
Rudy Menchaca .....	100.00
Fritz Minder .....	25.00
Donald O'Halloran .....	20.00
Eric Partika .....	20.00
Don Persian .....	40.00
Jan Peter Johnsson .....	20.00
Steve Rappolle .....	100.00
George Shaffer .....	20.00
Art Thanash .....	100.00
Francis Walsh .....	25.00
Elroy Wong .....	10.00

## Wall of Honor

(San Pedro Merchant Marine Memorial)

Richard Chung .....	20.00
Paul Herriott .....	25.00
Larry Loe .....	10.00
Raymond Martinez .....	10.00
James "Bill" Minster .....	20.00
David Munroe .....	10.00
Eric Partika .....	20.00

## West Coast Sailors

Doug Alexander .....	20.00
Martin Birdsell .....	30.00
Peter Bragg .....	20.00
James Cunningham in memory of Alex Skouw, Julius Skouw and John Lee Dancer .....	10.00
William DeBenedictis .....	20.00
Frank Dufek .....	20.00
James Fernandes .....	25.00
Mike Fox .....	20.00
Paul Herriott .....	25.00
Ed King .....	20.00
Stanley Lane .....	20.00
Peter Lucas .....	10.00
Takeshi Masukawa .....	20.00
Fritz Minder .....	10.00
John Pedersen .....	30.00
Joseph Piscopo .....	20.00
Jack Post .....	25.00
Sal Rauf .....	10.00
Edward Sabo .....	20.00
(B.S. Ski) Poloski, 1946 Pres. Polk	100.00
James Swift .....	10.00
Richard Walsh .....	10.00
Mike Webb .....	20.00

## Dues-Paying Pensioners

Archie Aki	Book #3791	Peter Paul Liptay	Book #3725
John Battles	Book #5512	Joseph Napier	Book #2299
Roy R. Camerio	Book #4577	Frank Parks	Book #3798
Richard Cummings	Book #4666	John Perez	Book #3810
Knud Jensen	Book #3940	Charles Rafael	Book #3141
John Jewett	Book #4291	Ralph Senter	Book #7323
Tony Jones	Book #4305	Kai Sorensen	Book #7479
Alfred Kerns	Book #3167	William Tice	Book #3239
Kaj E. Kristensen	Book #3120	Charles H. Wall	Book #3420
Gunnar Larsen	Book #3516		

# Final Departures

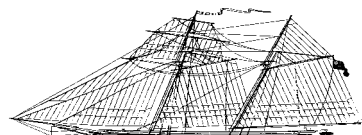
**George W. Skinner**, Book No. 7448. Born in California in 1922. Joined SUP in 1964. Died in San Francisco, California, June 1, 2001. (Pensioner)

**James E. Cook**, Book No. 4428. Born in Arkansas in 1927. Joined SUP in 1945. Died in Oklahoma, June 1, 2001. (Pensioner)

**Henry G. Engstrom**, Book No. 9043. Born in California in 1933. Joined SUP in 1952. Died in Lakeport, California, June 9, 2001.

**Roy E. Mason**, Book No. 5752. Born in Oregon in 1921. Joined SUP in 1946. Died in Oregon, June 23, 2001. (Pensioner)

**Charles D. Brannon**, Book No. 18217. Born in Alabama in 1933. Joined SUP in 1978. Died in Arizona, July 4, 2001. (Pensioner)



# Union member rights under the LMRDA

The Labor Manger Reporting and Disclosure Act (LMRDA) guarantees certain rights to union members. Office of Labor Management Standards (OLMS) enforces many LMRDA provisions while other provisions, such as the bill of rights, may only be enforced by union members through private suit in Federal court.

## Subchapter II. [Title I of LMRDA]. Bill of Rights of Members of Labor Organizations

### Sec. 411. [Sec. 101.1 Bill of rights; constitution and bylaws of labor organizations

(a)(1) Every member of a labor organization shall have equal rights and privileges within such organization to nominate candidates, to vote in elections or referendums of the labor organization, to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings, subject to reasonable rules and regulations in such organization's constitution and bylaws. (2) Every member of any labor organization shall have the right to meet and assemble freely with other members; and to express any views, arguments, or opinions; and to express at meetings of the labor organization his views, upon candidates in an election of the labor organization or upon any business properly before the meeting, subject to the organization's established and reasonable rules pertaining to the conduct of meetings: Provided, That nothing herein shall be construed to impair the right of a labor organization to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution and to his refraining from conduct that would interfere with its performance of its legal or contractual obligations. (3) Except in the case of a federation of national or international labor organizations, the rates of dues and initiation fees payable by members of any labor organization in effect on September 14, 1959 shall not be increased, and no general or special assessment shall be levied upon such members, except—

(A) in the case of a local labor organization, (i) by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question, or (ii) by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot; or

(B) in the case of a labor organization, other than a local labor organization of a federation of national or international labor organizations, (i) by majority vote of the delegates voting at a regular convention, or at a special convention of such labor organization held upon not less than thirty days' written notice to the principal office of each local or constituent labor organization entitled to such notice, or (ii) by majority vote of the members in good standing of such labor organization voting in a membership referendum conducted by secret ballot, or (iii) by majority vote of the members of the executive board or similar governing body of such labor organization, pursuant to express authority contained in the constitution and bylaws of such labor organization: Provided, That such action on the part of the executive board or similar governing body shall be effective only until the next regular convention of such labor organization. (4) No labor organization shall limit the right of any member thereof to institute an action in any court, or in a proceeding before any administrative agency, irrespective of whether or not the labor organization or its officers are named as defendants or respondents in such action or proceeding, or the right of any member of a labor organization to appear as a witness in any judicial, administrative, or legislative proceeding, or to petition any legislature or to communicate with any legislator: Provided, That any such member may be required to exhaust reasonable hearing procedures (but not to exceed a four-month lapse of time) within such organization, before instituting legal or administrative proceedings against such organizations or any officer thereof. And provided further, That no interested employer or employer association shall directly or indirectly finance, encourage, or participate in, except as a party, any such action, proceeding, appearance, or petition. (5) No member of any labor organization, may be fined, suspended, expelled, or otherwise disciplined except for nonpayment of dues by such organization or by any officer thereof unless such member has been (A) served with written specific charges; (B) given a reasonable time to prepare his defense; (C) afforded a full and fair hearing. (b) Invalidity of constitution and bylaws Any provision of the constitution and bylaws of any labor organization which is inconsistent with the provisions of this section shall be of no force or effect. (P.L. 86-257, title I, Sec. 101, Sept. 14, 1959, 73 Stat. 522.)

### Sec. 412. [Sec. 102.1 Civil action for infringement of rights; jurisdiction

Any person whose rights secured by the provisions of this subchapter have been infringed by any violation of, this subchapter may bring a civil action in a district court of the United, States for such relief (including injunctions) as may be appropriate. Any such action against a labor organization shall be brought in the district court of the United States for the district where the alleged violation 'occurred, or where the principal office of such labor organization is located. (P.L. 86-257, title I, Sec. 102, Sept. 14, 1959; 73 Stat. 523.)

### Sec. 413. [Sec. 103.1 Retention of existing rights of members

Nothing contained in this subchapter shall limit the rights and remedies of any member of a labor organization under any State or Federal law or before any court or other tribunal, or under the constitution and bylaws of any labor organization. (P.L. 86-257, title I, Sec. 103, Sept. 14, 1959, 73 Stat. 523.)

### Sec. 414. [Sec. 104.1 Right to copies of collective bargaining agreements

It shall be the duty of the secretary or corresponding principal officer of each labor organization, in the case of a local labor organization, to forward a copy of each collective bargaining agreement made by such labor organization with any employer to any employee who requests such a copy and whose rights as such employee are directly affected by such agreement, and in the case of a labor organization other than a local labor organization, to forward a copy of any such agreement to each constituent unit which has members directly affected by such agreement; and such officer shall maintain at the principal, office of the labor organization of which he is an officer copies of any such agreement made or received by, such labor organization, which copies shall be available for inspection by any member or by any employee whose rights are affected by such agreement. The provisions of section 440 of this title shall be applicable in the enforcement of this section. (P.L. 86-257, title I, Sec. 104, Sept. 14, 1959, 73 Stat. 523.)

### Sec. 415. [Sec. 105.] Information to members of provisions of chapter

Every labor organization shall inform its members concerning the provision of this chapter. (P.L. 86-257, title I, Sec. 150, Sept. 14, 1959, 73 Stat. 523.)

## Fast passage for S.127 encouraged

The Cruising American Coalition, a coalition composed of maritime trade association, seagoing labor organizations, port representatives, and travel industry groups working together solely for the passage of S.127—the United States Cruise Vessel Act—because it provides a limited authority for U.S. companies to operate foreign built, U.S.-flag cruise vessels between American ports on a temporary basis.

The coalition circulated a letter to a group of bipartisan senators last month urging swift passage of the bill: “We support S.127 because it would create a much-needed opportunity for American businesses, ports, and workers to share in the economic benefits that will result from expanded, American cruise vessel operations.”

The coalition, which includes the SUP, also makes clear that S.127 will not repeal the current U.S.-build requirements that apply to domestic cruise vessels.

“S.127 preserves this important build-U.S. requirement by mandating that a company build at least one more cruise vessel in an American shipyard than the total number of foreign built cruise vessels the company operates temporarily in the domestic cruise trade,” the letter states.

Senator John McCain (R-AZ), the Ranking Member of the Senate Committee on Commerce, Science and Transportation, introduced S.127, and the bill enjoys the co-sponsorship of 15 senators from both political parties, including Committee Chairman Senator Fritz Hollings (D-SC), and Senators Barbara Boxer (D-CA), John Breaux (D-LA), Conrad Burns (D-MT), Max Cleland (D-GA), Dianne Feinstein (D-CA), Kay Bailey Hutchison (R-TX), Daniel Inouye (D-HI), John Kerry (D-MA), Barbara Mikulski (D-MD), Zell Miller (D-GA), Frank Murkowski (R-AK), Paul Sarbanes (D-MD), Gordon Smith (R-OR), and Strom Thurmond (R-SC).

The letter was signed by the following organizations, all of which are members of the Cruising America Coalition:

American Maritime Congress (AMC), Cascade General Shipyard Inc.; Golbelt, Inc.; International Longshore and Warehouse Union (ILWU); International Organization of Masters, Mates & Pilots (MM&P); Labor Management Maritime Committee; Marine Engineers' Beneficial Association (MEBA); Marine Firemen's Union; Maritime Institute for Research and Industrial Development (MIRAID); Sailors' Union of the Pacific; Seafarers' International Union -AGLIWD/National Maritime Union; Transportation Institute: Voyager Holdings, Inc.

## Matson Services sells tugs to Hawaiian Tug and Barge

Matson Navigation Company this month approved the sale of the assets of its subsidiary, Matson Services Company to Hawaiian Tug and Barge. The primary components of the sale are the tug boats *Joe Sevier* and *Maoi* which provide ship assistance at Kahului, Maui and Hilo, Hawaii respectively.

Matson Services was established in 1969 in order to improve docking services for Matson vessels at Neighbor Islands ports. Since that time, Neighbor Island port operations have developed significantly. “Matson's entry into the tug business over 30 years ago was designed specifically to fill a need for better harbor assistance services for the Neighbor Islands,” said Bal Dreyfus, vice president, area manager, Hawaii and Guam. “Today, the tug business is no longer a strategic fit for Matson. HTB is well suited to acquire these assets. We are pleased that these tugs are being sold to a local company and will continue to serve Hawaii.”

The Inlandboatmen's Union of the Pacific crews and will continue to crew the *Sevier* and *Maoi*.

## Lott supports, McCain opposes Title XI Ship Loan Program

Senate Minority Leader Trent Lott (R-MS) has made his views clear: he supports the Title XI Ship Guarantee Loan Program and wants it funded at the \$100 million level.

Senator John McCain (R-AZ) in a letter to President Bush on July 11 stated: “I am fully convinced that your request to zero out entitlement funding for this program is the best course of action for the American taxpayer and would encourage you to stand strong against what I know to be formidable opposition from some of my colleagues.”

# Bloody Thursday observed in San Francisco



SUP members flank the Union's banner on July 5, outside the ILWU Local 10 in observance of Bloody Thursday, a date during the 1934 Maritime Strike that two union men were killed by the San Francisco police. From the far left is SUP Vice President Dave Connolly. To his right and in front are Bill Bruce, Demetri Seleznev, Dick Cummings, Sonny Cooper, Art Thanash, Tom Thompson (ESU), and Joe, ILWU member. In the back row standing tall is Rich Reed, John Kelly, Terry Lane, Gene Van Klinken, Jim Cunningham, Sol Berger, SUP Business Agent Bill Henneberry, Mike Bailey and Joe Moitoso. Photo taken by Bobby Iwata, MFOV Vice President.

## Senators tell Transportation Secretary: Don't weaken MSP citizenship requirements

Senator Ernest “Fritz” Hollings (D-SC), chairman of the Senate's Commerce, Science and Transportation Committee, and Senator Daniel Inouye (D-HI) in a letter last month to Secretary of Transportation Norman Mineta stated their opposition to any efforts to weaken the U.S. citizenship requirements of the Maritime Security Program (MSP).

The letter reported by the Congressional Information Bureau, states in part that, “Given the competitive pressures facing the U.S. maritime industry, and the changing nature of the fleet, it may become necessary to increase the MSP(s)...U.S. citizen ownership and control requirements beyond the current 51% level as we similarly did in the passage of the American Fisheries Act.”

Senators Hollings and Inouye expressed hope that they can work with Mineta “to reauthorize and extend the MSP...and to ensure that America's security interests are protected.

“To that end,” the senators said in the letter, “we will not move a bill through Congress that in any way dilutes or eliminates the existing U.S. citizenship requirements of the MSP...”

Congress enacted the Maritime Security Program in 1996, and linked program eligibility to U.S. ownership standards to “ensure that the availability of a U.S.-flag commercial fleet to meet our national security needs would never be in doubt.”

In addition to Hollings and Inouye, other key supporters are Senators Jeff Sessions (R-AL), Mary Landrieu (D-LA), Representative Duncan Hunter (R-CA), the entire House Merchant Marine Panel of the House Armed Services Committee, U.S.-flag vessel operators, U.S. maritime and longshore unions (including the SUP), U.S. shipyards and other U.S. maritime industry groups.

## Former MarAd official says agency's future threatened by Bush Administration policies

Former Deputy Maritime Administrator John Graykowski, in an editorial of the June issue of the Maritime Report and Engineering News, states that the Bush Administration poses a threat to the continued existence of the Maritime Administration if the White House is successful in eliminating the Title XI Ship Loan Guarantee Program and transferring the Maritime Security Program to the Department of Defense. (The SUP has opposed both of these Bush initiatives.)

Graykowski stated that: “Title XI and MSP are two of MarAd's main support legs that enable it to stand firmly as the only voice for commercial maritime issues in the entire federal government,” Graykowski stated.

“If these are removed, MarAd has but one leg to stand on comprised on the rest of its portfolio, and I fear that leg will very shortly be too weak to sustain the agency through the next several budget cycles in government.”

Graykowski further noted that a diminished or watered-down Maritime Administration would rob the American maritime industry of a critically important voice in government.

“MarAd is the only agency in the entire federal government that has one, and the only one mission, i.e. the promotion, enhancement and protection of the mari-

time industries of the U.S. The people at MarAd are, in large part, maritime transportation professions, who “talk and talk” and many have also “walked and walk.”

He continued by saying that the agency is the “seat at the table” whenever issues that affect the industry are discussed in the U.S. government or indeed worldwide. And believe me, in my tenure, all of the senior leadership at MarAd were included in countless meetings at the highest levels of government.”

## House Committee approves funding for MSP, Title XI

The House Commerce Committee Appropriations Subcommittee approved late last month funding for various maritime programs for fiscal year 2002.

The panel approved \$98.7 million for the Maritime Security Program (MSP) and \$30 million for the Title XI Ship Loan Guarantee Program. The Bush Administration requested no new funds for Title XI while more than 60 House members had written the Subcommittee urging an appropriation of at least \$100 million.

As the *West Coast Sailors* went to press, the Senate had not acted on these programs.

## Crew member killed in fire in MSC ammunition ship

The *Journal of Commerce* reported this week that a fire aboard the Military Sealift Command (MSC) vessel *SSG Edward A Carter, Jr.* on July 14 killed one crew member and left another missing.

The fire erupted in the engine room of the vessel at 4:10 P.M. firefighting units from five counties battled the blaze which was finally extinguished at 10:00 P.M.

The *Carter* was alongside the dock at the Military Traffic Management Command's Military Ocean Terminal in Sunny Point, North Carolina loading ammunition for Diego Garcia. As a precaution the U.S. Coast Guard closed the adjacent Cape Fear River for four miles in either direction to maritime traffic.

The body of one crew member was recovered on the vessel. The missing crew member is reported to have jumped into the river. As the *West Coast Sailors* went to press their identities are unknown. The *SSG Edward Carter, Jr.* is crewed by the SIU-A&G/NMU and the AMO and operated by Maersk Line for MSC.

The vessel is the former OOCL Innovation and was renamed in honor of Sgt. Carter, a Medal of Honor recipient, at ceremonies on June 12, at Norfolk Shipbuilding and Drydock Corporation.

## Andrew Gibson dies—former Maritime Administrator

Former Maritime Administrator Andrew Gibson died on July 8. Gibson headed up MarAd and was Assistant Secretary of Commerce for Maritime Affairs between 1969 and 1972.

Born in Boston in 1922, he graduated from the Massachusetts Maritime Academy in 1942 and sailed as mate during

World War II and later with the Navy during the Korean War.

Gibson also worked for Grace Line, was president of the Delta Line and chairman of American Automar.

At the time of his death, he was Emory S. Land Professor at the Naval War College, Newport, Rhode Island.

## ILA and ILWU join Teamsters to organize North American ports

The International Longshoremen's Union (ILA) and the International Longshore and Warehouse Union (ILWU) joined the International Brotherhood of Teamsters last month in a coalition to organize all North American port workers. ILWU President Jim Spinoza spoke of the long tradition of his union working together with the Teamsters, pointing to warehouses in Northern California where workers from both unions bargain jointly. "With our mutual respect and our union solidarity, I am certain we will achieve this goal," he said.

Port workers suffer from low pay, high fuel costs, unfair antitrust laws and poor working conditions. The Teamsters are in the process of organizing more than 40,000 drivers working at approximately 25 ports throughout the United States.

## Hawaii tug strike averted union bargains gains

The *Honolulu Star-Bulletin* reported on July 1, that the Inlandboatmen's Union of the Pacific/ILWU ratified a new collective bargaining agreement with Hawaiian Tug and Barge Service and Tug Boat Operations in Honolulu Harbor.

The strike threat enabled the IBU to gain a good settlement: a 15% wage increase over three years, and 18% pen-

sion increase and a 25% increase in time off, which translates into about 100 days off for every 200 days of work.

The *Star-Bulletin* said IBU Regional Director Lono Kane stated that the three days of negotiations were hard-core and tough, but the membership was, for the most part, happy with the new contract.

## Alaska governor signs cruiseship bill to protect states' waters

On June 29, Alaska governor Tony Knowles signed legislation that will give the state regulatory over the cruiseship industry in Alaska and better protect the state's marine environment.

"...We christen a new era of protection for Alaska's marine waters," Knowles said. "By signing HB 260, we'll chart a course other states and other nations will surely follow. This legislation elevates our protection of the oceans to a new, higher standard. The message is loud and clear that Alaskans care deeply about our oceans, its marine life and habitat, and we enthusiastically embrace the responsibility for its stewardship."

The bill signed into law meets all the goals Knowles set last year for a comprehensive oversight program for the cruise ship industry, including:

- A verified program of sampling, testing, and reporting of wastewater and air discharges;
- Enforceable standards for what cruise ships may discharge in Alaska waters;
- Payment by the cruise ship industry of the costs of the program.

Michele Brown, Commissioner of the Alaska Department of Environmental Conservation said the new law is a culmination of hard work and persistence: "For the first time, we will know what is going into our air and water from these sailing cities and will be able to punish vessels dumping illegally in state waters," Brown said. "We have laws regulating the oil and gas, mining, and fisheries industries, and virtually every other industry in our state. Now we have a law regulating the cruise ship industry."

HB 260 includes several provisions that go beyond the scope of a recent federal law, and provides for independent state monitoring and analysis of cruise vessel discharges.

"Alaska is the first in the nation to establish this level of protection for its territorial waters," Knowles said. "We will work for other states and countries to protect a resource that knows no political boundaries."

## Pirates continue to plunder world shipping: a typical week for Blackbeard's descendants

An International Maritime Bureau Piracy Reporting Center examination on world piracy found the following, during the past month:

July 2: Five miles for the breakwater at Lagos, Nigeria three pirates armed with long knives boarded a tanker from the port quarter. A sailor on the anti-piracy watch challenged them. Pirates threatened him with a knife, snatched his walkie-talkie, wristwatch and safety shoes then escaped by climbing down a line into a speedboat.

July 2: Malacca Straits, off Indonesia: While underway 20 pirates armed with guns and knives in a speedboat attempted to board a containership from the stern. The mate on watch noticed the Pirates and sounded a general alarm and zigzagged a course. Pirates aborted the attempted boarding.

July 1: Off Indonesia six armed pirates boarded a bulk carrier. The general alarm was sounded and the crew drove them off.

June 30: Off Pulau Mapor Island, Indonesia pirates boarded a tanker. The general alarm was sounded and the pirates went over the side.

June 30: Off Indonesia 20 pirates armed with guns and knives in a fast boat attempted to board a containership. A sailor sounded the alarm and the ship took evasive action. Pirates aborted the attempted boarding.

June 28: Off Iraq a tanker at anchor, pirates broke into the forecabin locker and stole firefighting equipment.

June 27: Along side at Dar ES Salaam, Tanzania, a containership was boarded by three pirates who managed to steal the ship's stores. When challenged by the sailors they jumped over the side and escaped by boat.

June 26: At anchor off Belawan, Indonesia, five pirates armed with shotguns and knives boarded a bulk carrier and robbed the crew and looted the ship's stores.

June 25: Off Pulau Iyu Kecil, Malacca Straits, five armed pirates boarded a bulk carrier underway and robbed the captain of \$4,000 in cash and personal belongings.

June 24: In the Malacca Straits at anchor while carrying out engine repairs, a tanker was boarded by armed pirates who abducted the master and second mate and took them ashore. They demanded a substantial ransom for the return of the officers. Subsequent to negotiations the mate was released, but the master is still being held captive.

June 19: Off Iyu Kecil, Malacca Straits 20 armed pirates boarded the *Selayang* on her way from Port Dickson to Lbuan, Malaysia. The pirates hijacked the ship and tied-up the crew. Nine of the pirates got off the vessel at Durian Straits, Indonesia. The Indonesian Navy acting on intelligence from the IMB Piracy Reporting Center detained the ship on June 27 near Samarinda. The 11 remaining pirates are being held at a naval base at Balikpapan.

## TRANSCOM commander says defense strength dependent upon sealift capabilities

The commander-in-chief of the U.S. Transportation Command, General Tony Robertson, gave high marks to the U.S. current sealift capabilities at the June meeting of the Washington Chapter of the National Defense Transportation Association.

He remarked that in Operation Desert Storm, it took 205 days to move five Army divisions. Now maritime assets are in place for the Military Traffic Management Command to move the same size Army force in just 30 days.

He said the maritime strength is based on the availability of both commercial vessels and Military Sealift Command ships. He noted that TRANSCOM maintains very sound commercial partnerships with U.S.-flag carriers and that the commercial fleet is healthy and incentivized.

General Robertson said that by October 1, the U.S. Navy will have 4.6-million square feet of space in the Afloat Preposition program, but that having sufficient transportation platforms remains a challenge. "We're a one major war mobility force supporting two nearly simultaneous major or regional conflicts. Efficiency is our watchword ... we have to get it there faster and reduce customer waiting time. That's why we're trying to drive as much as we can from each component," he said.

Source: MM&P Wheelhouse Weekly

## SUP Meetings

These are the dates for the regularly scheduled SUP meetings in 2001:

	Hdqs.	Branch
August	13	20
September	10	17
October	9*	15
November	13*	19
December	10	17

\*Tuesday

## West Coast Sailors

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# SUP Committee on Constitution

## Report of the Committee on Constitution

Tuesday, June 19, 2001 at SUP Headquarters, San Francisco

The Committee met in the library at SUP Headquarters on the above date and debated the resolutions submitted by the membership at the coastwise meetings. There was full and fair discussion of all the issues. The following are the Committee's recommendations for each specific proposal:

### PROPOSED CONSTITUTIONAL AMENDMENTS

1) Resolution by Steve Rappolee to give seniority, pension, and welfare credit for self-directed organizing subject to some constitutional oversight. *Recommendation is to non-concur.*

2) Resolution by Mike Bailey to impose new accounting practices such that expenses do not exceed income. Income to be projected and a balance budget adhered to. *Recommendation is to non-concur.*

3) Resolution by Mike Bailey to create term limits for elected officials. *Recommendation is to non-concur.*

4) Resolution by Mike Bailey to grant full responsibility to Building Corporation Trustees without direction or supervision of the Union, or without delegating authority to any of the Trustees. *Recommendation is to non-concur.*

5) Resolution by Mike Bailey to create an annual Board of Trustees meeting and report modeled on the MFOW constitution. *Recommendation is to non-concur.*

**6) Resolution by Knud Anderson and Frank Portanier to increase dues to \$150.00 per quarter to defray rising costs and to increase the financial strength of the Union. Recommendation is to concur without amendment. Strongly in favor of adoption.**

7) Resolution by Rocky Schindler to increase the amount of fines for missing ship, missing standby jobs, drunkenness, or bad conduct that brings the Union into ill-repute from \$100.00 and \$200.00 to \$500.00 and \$1000.00 for first and second offenses respectively. *Recommendation is to non-concur.*

**8) Resolution by Duane Hewitt to delete all references to quorum numbers needed making the new quorum needed for meetings to those members present. Recommendation is to concur and amend as follows:**

**"Quorum numbers in the Branches shall remain the same. Headquarters quorum number shall be 30 members."**

9) Resolution by Duane Hewitt to make constitutional amendments subject to a simple majority rather than a two-thirds majority. *Recommendation is to non-concur.*

### PROPOSED SHIPPING RULE CHANGES

**1) Resolution by Mark Hurley to close the hiring halls on Saturdays. Recommendation is to concur and amend as follows. "If circumstances warrant, the halls will revert to being**



SUP Constitution Committee from left in back: Keith Miller, Norm Christianson, Frank Portanier, and George Lua. In front from left: Paul Fuentes, Duane Hewitt, chairman, and Paul Calais, alternate.

**open on Saturdays. The decision to open on Saturdays shall be on the orders of the Secretary-Treasurer."**

2) Resolution by Vince O'Halloran to remove the sentence in Shipping Rule No. 14 requiring registration in person. *Recommendation is to non-concur.*

3) Resolution by Mike Bailey to promote an "A" member from AB to bosun, provided that the AB is willing to be promoted. *Recommendation is to non-concur.*

4) Resolution by Mike Bailey to rotate watches automatically for all watchstanders including the Bosun and the delegate to equalize overtime. *Recommendation is to non-concur.*

**5) Resolution to dispatch the bosun's job aboard ship if there are no "A" or "B" members willing to take the job when the job is called at the hiring halls. Shipboard dispatch not to exceed the 200 or 90 days of original dispatch. (submitted by Knud Andersen and Frank Portanier) Recommendation is to concur without amendment.**

**6) Resolution by Ivar Thorbjornsen and James Sparks to make available a re-qualified bosun's stamp that will get preference above a normal bosun's stamp. Such re-qualified bosun's stamp shall have job-bidding preference over a normal bosun's stamp. Recommendation is to amend as follows:**

**"To form a committee of rank-and-file members from each port to study the issue of re-qualification for bosun's stamps and then make a recommendation to the membership."**

7) a) Resolution by Monte Kalama to allow "A," "B," and "C" members an emergency trip-off with no qualification with respect to their time on the ship. *Recommendation is to concur.*

b) Resolution by Monte Kalama to allow more than three vacation checks a year. *Recommendation is to non-concur because it is a negotiable item.*

c) Resolution by Monte Kalama to limit "A" members from competing for a job unless registered for two weeks. *Recommendation is to non-concur.*

8) Resolution by Vince O'Halloran to eliminate the return rights of a seaman discharged for illness or injury. *Recommendation is to non-concur.*

9) Resolution by Mike Bailey to make Chevron employees subject to a union security clause (100% union membership). *Recommendation is to non-concur because it is a negotiable item.*

10) Resolution by Mike Bailey to eliminate "A" member status for bargaining units not in the maritime field. *Recommendation is to non-concur.*

Fraternally submitted,

Norm Christiansen, Seattle Branch  
Paul Fuentes, Headquarters  
Duane Hewitt, Chairman  
George Lua, Honolulu Branch  
Keith Miller, Wilmington Branch  
Frank Portanier, Headquarters  
Paul Calais, Headquarters (alternate)

*The bold text indicates that by majority vote at the July coastwise meetings, these proposed Constitutional Amendments and Shipping Rule changes will be placed on the 2001-2002 referendum ballot as per Article XXVIII of the SUP Constitution. All other proposals that were submitted to the Committee were rejected by the Committee and rejected at the coastwise meetings.*

# U.S. Customs decision to tax repair work

Continued from Page 1

rendering the international ship operating trades even more unbalanced to the detriment of U.S. interests.

**Thus, we urgently request that you reconsider this Draconian rule which regardless of best intentions, lacks the technical forethought, operational consideration, impact assessment and Congressional participation that must be requisite to any such sweeping revisions and interpretations of the existing statute.**

## I. Background

On April 21, 1999, U.S. Customs published in the *Federal Register* a Notice of Proposed Rulemaking. This notice contained language that was virtually the same as the Final Rule. The industry submitted numerous comments which were summarily discussed in the Final Rule or largely ignored. We trust that Customs will carefully consider this submission because there is no evidence that Customs explored the feasibility or cost impact on the U.S. maritime industry in issuing the Final Rule. Interestingly, the subject notice ran virtually concurrent to a separate proposed Revocation of Rulings relating to the treatment of "spare parts," published on April 14, 1999. Industry, government agencies, and the U.S. Congress responded negatively to these proposed spare part changes, and on December 1, 1999, Customs withdrew its proposal.

During the period of time that comments were being received on these proposals, industry sought the support of the U.S. Congress to prevent what was determined to be a detrimental and operationally impossible change regarding Customs' treatment of "Spare Parts." Our approach to Congress on the issue was well-received and Congress registered strong support.

**On June 3, 1999, the Senate Committee on Commerce, Science and Transportation directed a letter to the then Commissioner of Customs stating that "...as strong supporters of the U.S.-flag merchant fleet...we believe this proposed interpretation of 19 U.S.C. 1466 (h)(2) and (h)(3) would be contrary to the plain language of the law and the clear intent of Congress on this matter."**

The letter went on to state that "Customs now appears to be ignoring the actual Congressional intent behind 19 U.S.C. 1466 (h) and also appears to be acting in excess of its authority, in view of the legislative history and letter and intent of this section." The letter goes on to state: "While we did intend, through the vessel repair statute, to provide a strong incentive for U.S.-flag vessels to use U.S. shipyards, we certainly did not intend to apply a duty against our merchant fleet that would be so onerous as to force them out of business, or to abandon the U.S. registry. Clearly, the legislation as enacted reflects the intent."

A second letter dated October 27, 1999, on this subject was sent from the U.S. Senate to the then Commissioner of Customs. This letter clearly stated that "...we remain convinced that the Customs Service's proposed reinterpretation of 19 U.S.C. 1466 (h)(2) and (3) would be contrary to the plain language of the law and the clear intent of Congress." The letter went on to describe in some detail the U.S. Senate's position, iterated the intent of Congress and went on to conclude: "If the Customs Service continues to believe that its reading of the statute is not compatible with the intent of the Congress that we have expressed in our letters and that we believe is clear in the legislative history, then we would recommend that the Congress next year conduct oversight hearings and consider legislation to rectify any incongruity."

While the Customs Service on December 1, 1999 did, in fact, withdraw its proposal to modify or revoke those rulings with respect to spare parts, it is now quite apparent that Customs' current reinterpretation of the statute under the proposed rulemaking of April 21, 1999, and the Final Rule of March 26, 2001, did not take into account the intent of Congress in this clearly associated statutory matter.

Instead, Customs has now chosen to enact independently these sweeping changes in the absence of an appointed Customs Commissioner, effectively circumventing the U.S. Congress which expressed at the time of the spare parts proposals very clear disagreement with the intent of the Congress and the actions, interpreta-

tions and authority of the Customs Service in these matters. In doing so, Customs has deviated from all reasonable and prudent practices and, additionally has not sought guidance from the Congress.

## II. Cost Impacts

We do not agree with Customs' position that the changes in question do not meet the criteria of a significant regulatory action as specified in Executive Order ("E.O.") 12866. This alone is reason enough to suspend promulgation of the Final Rule.

We note that E.O. 12866 is quite clear in defining a "Significant Regulatory Action." E.O. 12866 clearly states: "Significant regulatory action" means any regulatory action that is likely to result in a rule that may:

- (1) Have an annual effect on the economy of \$100 million or more or adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety or state, local, or tribal governments or communities;
- (2) Create a serious inconsistency or otherwise interfere with action taken or planned by another agency;
- (3) Materially alter the budgetary impact of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or
- (4) Raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles set forth in this Executive Order."

Clearly this issue constitutes a "significant, regulatory action." In fact, this Final Rule has the potential to drive the U.S.-flag fleet, or what remains of it, off the high seas and world trade routes. It is abundantly clear that many of the factors and results of the rule in question meet a significant number of the E.O. 12866 criteria set out above.

**Obviously, the costs resulting from this captious rule will vary between the different companies involved and even among the vessels of the individual companies. However, we have analyzed the new rule and have determined that, in general, industry annual minimum cost impact assessments are estimated at just over \$230,000 per deep-sea operating vessel. The industry impact based upon the 147 deep sea foreign trade vessels over 1000 CRT [U.S. Maritime Administration, U.S.-flag fleet by Area of Operation dated February 21, 2001], projects a minimum, impact cost to industry of \$33,810,000 annually. As a direct result, it is projected that 30 percent of our U.S.-flag fleet may be forced to re-flag foreign. The projected minimum economic impact of this new rule is represented as follows.**

- **44 vessels withdrawn from service with a loss of 25 rotary billets (seafaring jobs) per vessel: \$143,000,000 of unburdened annual income loss.**
- **Collateral damages from unemployment, loss of skilled seafarers, loss of capital spending, loss of income taxes exacerbate the projected damages to an estimated \$277,420,000 annually without the consideration of lost hide skills.**
- **The productivity loss which is incurred by those remaining seafarers performing time-consuming and redundant tasks not associated with the operation, navigation or trade of the vessel, and the requisite shore support is estimated at minus 8 percent.**
- **The intent of the U.S. Congress and the Maritime Administration to preserve a viable U.S.-flag maritime industry for trade and national security is significantly jeopardized by the expected loss of already declining skilled and experienced career seafarers who will be forced to seek alternative employment.**

We also wish to stress that the economic impact cited above represents added direct costs to be borne by the U.S.-flag vessel owner/operator. Although some of the immense costs generated by this rulemaking will go to Customs as duties, charges, fee, etc., the preponderance of costs will fall on the vessel owner/operator because of additional administrative burden and operating cost increases. Therefore, the cost figures that we have projected should not be construed as a windfall in new revenue for the U.S. customs Service to assess and collect. No one benefits by this rule—not the U.S. Treasury, not the American ship repair yard, and certainly not the U.S.-flag maritime industry.

It seems clear, therefore, that the impact of this insidious rule on the U.S.-flag fleet easily triggers the

thresholds of E.O. 12866, and that even if these estimates were halved, the impact presented would still easily constitute a "Significant Regulatory Action."

As a consequence, we strongly oppose this bureaucratic nightmare that would eliminate all or a significant portion of the U.S.-flag deep sea, Jones Act, and offshore fleets, destroy related commerce, deprive our seafarers of their livelihood, and create a void in available U.S.-flag vessels and trained vocational non-combatant seafarers necessary to our Nation in time of national emergency.

## III. Major objections to the Final Rule

### A. Repairs made upon the high seas

It is apparent from the language of the Final Rule that purchases for or repairs made to vessels when they are outside the United States, including maintenance and repair while these vessels are on the high seas, are subject to declaration, entry and payment of the 50 percent *ad valorem* duty. Moreover, equipment imported into the United States and duty paid thereon will now also be subject to an additional 50 percent *ad valorem* duty if the item is installed while underway and not installed in the United States. These new measures are a major departure from past industry practices and impose financial and administrative burdens which are not only unfair and ill-conceived, but impossible to meet.

Now everything, except fuel and food, is apparently reportable when used by the American crew. This is a complete reversal of prior Customs practice.

This all-inclusive requirement represents the most massive reporting and reconciliation burden in the history of the trade, coupled with the requirement to certify the use, the original foreign cost and each individual invoice for each item used and declared as evidence to Customs. These requirements to report and certify constitute a major increase in the duties and responsibilities of the crew, already occupied full time in pursuit of the safe navigation and operation of the vessel. Under these strictures, the chief mate and/or chief engineer would have the burden of accounting for the reporting and evidencing of all these items down to the last nut and bolt together with their origin and cost. After this accounting is completed, it would have to be certified by the ship's master. There is some ambiguity in the rule as to whether certification is by the master of the vessel or a corporate office. All of this book-keeping and paperwork, of course, runs head-long into the normal duties of the crew and elements relating to safe operation of the vessel such as watchstanding, maintenance, STCW work-hour limitations, reporting under the ISM Code, fatigue, weather, exposure to the elements, and the basic obligations of the crew to get the vessel and cargo across vast reaches of perilous seas safely and without adverse environmental incidents. And this is to say nothing of the impact of these unwanted and burdensome requirements on the ability of the crew to move the U.S.-flag vessel faster and more efficiently than its foreign competitors. U.S.-flag vessels today operate under the highest level of technology and modernization available. On-time performance, safety and standards of life at sea are the highest in the world. Crew sizes are the smallest in history with many of the largest cargo ships in the world operating with a seagoing crew of 20 or less.

Clearly, the reporting and evidentiary aspects of this Final Rule are a monstrous additional burden on the crew, a burden impossible to meet, especially with reductions in crew size in recent years. These Draconian measures will also not only negatively impact crew performance but will call into questions the safe operation of the vessel and its ability to prevent environmental catastrophes. Unfortunately, the requirements in questions will make it impossible for U.S.-flag vessels to compete with their foreign-flag competition that have no such reporting or evidentiary strictures, or oppressive duties and burdens.

It must be noted that a shipowner's procurement database can easily have anywhere from ten thousand to a hundred thousand specific items. Annual consumption by a single vessel can easily exceed twenty-five thousand items with large fleets of varied ship classes handling hundreds of thousands of now such "reportable events." Items of every description and quantity are singly and bulk purchased, distributed to vessels at fixed domestic locations, which have never been reportable

# at sea threatens merchant marine

locations under the statute. These items are almost always commingled with other ship items traded between ships in home ports, repaired, and transferred from vessel to vessel when being decommissioned or sold.

Orders for items placed can regularly result in lead times in excess of a year or more. Critical components and bulk items placed on board in quantity or for redundancy may sit on shelves aboard ship for years before being needed, well past the time for retention of Customs' consumption entry documents. Special items delivered with the vessels at new-building are often aboard for much of the lifetime of the ship before being placed into service, and provided as part of the cost for the ship and not itemized. Compounding the matter is that vessels are often under many different ownerships and managements during their useful life with the many builders long since out of business and old ancillary records from previous owners or managers to evidence original foreign cost impossible to locate, let alone evidence. Customs is taking the position that the vessel repair statute, 19 U.S.C. 1466(a) establishes liability for duty for repairs performed on the high seas under Mount Washington Tanker Co. v. United States, 505 F. Supp. 209 (1980), aff'd 665 F.2d 340 (CCPA 1981). It should be noted that Mount Washington Tanker Co. addressed only foreign riding crew repairs. Now Customs is taking the position that every part used to repair or maintain the vessel on the high seas should be listed on the vessel repair entry.

The previous requirement to declare and evidence all foreign purchases and procurements made by the vessel while in foreign port (including foreign riding gangs), reconciliation of invoices and costs, and the subsequent filing of applications was, of itself, a burdensome, time-consuming and expensive administrative process. In fact, it is even questionable whether duties may be imposed on work done on the high seas. The new rule is far beyond anything which might be imagined and constitutes negative changes impossible to meet.

## B. Absence of liquidation/change of "duty" to a change, exaction or fee

We understand that the Final Rule provides that assessments made in connection with vessel repair entries would no longer be subject to liquidation procedures under 19 C.F.R. Part 159, but that such assessments would, instead, be treated as a different subset of "duties."

This change apparently means that vessel repair entries and related duties are not subject to liquidation under 19 C.F.R. Part 159. Without duty assessment in liquidation proceedings, anything a shipowner or operator purchases and pays a charge or exaction on can be reassessed the same charge or exaction over and over again. This also may result in the shipowner or operator being assessed duty pursuant to the Harmonized Tariff, and again under "19 U.S.C. 1466 duty." For example, a duty would be assessed under 19 U.S.C. 1466(h)(2) for items "purchased in or imported from a foreign country" and then again on use of the item later. Similarly, Custom seems to be assessing duty twice for goods purchased in the United States from a third party if it is impossible to prove that the goods were originally made in the United States. We object to this change and to this result.

Moreover, even if it were within Customs' authority to eliminate the concept of liquidation, the change is inadvisable for the agency and the trade. It makes uncertain the date of the final assessment of duties, which triggers the right to file an administrative protest, a condition for filing a lawsuit in the U.S. Court of International Trade. There is a great deal of case law about the significance of date of liquidation including what notice constitutes the official date of liquidation. The date of liquidation has been construed to be the date of the posting of the bulletin notice of liquidation. This change will likely result in confusion and unnecessary litigation as it leave uncertain the exact date which triggers these important rights. Thus, the change is not in the best interests of either Customs or the industry.

The fundamental principle is simply that duty is duty. The statute itself speaks in terms of an "ad valorem duty of 50 per centum," not some "charge or exaction." Since vessel repair duties would not be liquidated under the new rules, it would appear that the owner/operator could be subject to multiple charges or assessments seemingly without limitation. This is just

one of many provisions of the March 26 rulemaking that contributes to the non-competitiveness of the U.S. owner/operator, domestic marine suppliers and ship repair facilities, and that we object to.

## C. Elimination of the Petition for Review and authority of vessel repair units

We object to the elimination of the Petition for Review which is the second of the pre-protest appeals. We feel that the Petition for Review is a useful device since Customs frequently does not understand particular technical language used in vessel repairs, leading to misunderstanding or misinterpretation of what exactly was done. The Petition for Review procedure is a straightforward device for providing additional information, documentation or to correct a misunderstanding.

For example, the record indicates that, in 1998, 73 percent of the Petitions for Review were granted either in whole or in part, and, over the past three years, approximately two-thirds of all Petitions for Review were granted in whole or in part. It would appear, therefore, from this very high rate of relief, owners were granted on the Petitions for Review, that the Petitions are a valuable tool in correcting errors at the Application for Relief level. The Petition for Review device obviously provides a simple, quick, and easy method of correcting these errors. In these circumstances, why would anyone want to eliminate such a useful procedure?

This use of the Petition for Review is not surprising given the complexity of the modern vessel overhaul. It is almost inevitable that there will be some misunderstanding or failure to fully explain the details of a particular procedure. The Petition for Review provides a simple, relatively easy and quick method of correcting these errors. Customs, of course, tries to blame this on the shipowner, stating: "Most commonly, vessel repair operators do not advance all valid claims for relief initially in their Applications for Relief, which is why some additional relief is later granted when such claims are included in Petitions for Review." We disagree. Vessel owners and operators uniformly report that in virtually all cases the Petition for Review involved a misunderstanding or lack of technical understanding by Customs or a disagreement about what the applicable law was.

Contrary to Customs' assertion, the Petition for Review is not actually a second pre-liquidation appeal. It is actually the first and only appeal pre-liquidation. The only appeal after the final assessment of duties is the administrative protest.

## D. Impact on Marine Suppliers

We believe that the Final Rule will have a significant reverse effect on utilization of domestic marine suppliers and even domestic ship repair facilities. The Rule unfortunately will act as an incentive for owner/operators to procure offshore.

**For instance, what motivation would an owner or operator have to purchase any items for their ship, particularly any type of originally foreign-origin equipment, from a domestic supplier, when if that item, while delivered to the crew in the U.S.A. and installed by the U.S. crew on the voyage, then becomes subject to 50 percent duty (or charge or exaction or fee). In these circumstances, the shipowner would be far better off simply obtaining the items in a foreign port, having the crew install it and simply paying the flat 50 percent. Thus, the owner handily avoids the harmonized tariff duty previously paid by the marine supplier on the items, avoids the transportation, import and handling costs included in the domestic seller's price and reduces the markup by purchasing in more competitive regions where competitiveness is far greater and the seller's overhead is far less.**

As the equipment market moves offshore, the parts market will easily follow and portions of the labor market will have to follow due to the nature of this business trend. The end result will be that remaining owners will have survived by becoming as efficient as possible and by diversifying their operation offshore. Fewer jobs and less repair will be done on ships by crews, but, instead by foreign labor in foreign ports to minimize duty and maximize efficiencies, sacrificing crew overtime simply to save the reporting costs. This gloomy forecast is just one more negative manifestation resulting from this Rule.

## IV. Additional Issue

Before concluding, we would like to comment on the inconsistency within Customs between the clear language of its March 26 Final Rule, the statute, the liquidator developments in the San Francisco, New Orleans and New York Vessel Repair Units [VRU(s)].

As we understand it, since Customs' headquarters has not funded a replacement liquidator for San Francisco, all entries from now on will be distributed to New Orleans and New York respectively when received. Apparently, all San Francisco entries will now go to New Orleans. Regarding the New Orleans and New York workloads, the load will be distributed 70 percent to New Orleans and 30 percent to New York henceforth.

Thus, San Francisco which handles over 50 percent of the national volume of repair entries (and revenues) will see this workload go entirely to the New Orleans office and be subject to the particular vagaries of that office. Not only is this unbalanced and unfair to West Coast operators, but it will increase the workload substantially for New Orleans and New York, especially New Orleans.

Section (g) of the statute, in apportioning "location and jurisdiction of vessel repair ports of entry" specifically provides that: "The San Francisco unit processes vessel repair entries received from all ports of entry on the Pacific Coast including those in Alaska and Hawaii." Moreover, the Final Rule provides (1(i) that "Applications must be addressed and submitted by the vessel operator to the appropriate VRU port of entry and will be decided in that unit." [Emphasis supplied.]

This new system of processing San Francisco entries in the New Orleans and New York VRU(s) is reprehensible, unacceptable, and is a Customs practice clearly going beyond Customs own regulations.

## V. Conclusion

**These comments do not in any way represent our complete objections to the Final Rule. However, they do represent the dire costs and impact which are of the most immediate concern. We do believe that Customs has erred in this rulemaking by unlawfully interpreting the statute based on its omissions and seemingly without knowledge of how the U.S.-flag maritime industry and the marine business functions, and, therefore, the adverse impact this Rule will have. We believe that customs has erred significantly in this rulemaking.**

**As pointed out previously, this Rule will impose an impossible cost burden on the owner/operator of U.S.-flag vessels and an impossible paperwork burden on the crews. As to processing VRU entries, Customs in its new scheme has internally gone beyond its own regulations. In short, the Final Rule constitutes a fabric of inimical regulation that must be rescinded and, at the very minimum, on an interim basis, Customs should immediately exercise its inherent enforcement discretion to delay enforcement until after it has properly taken into account the real impact of the Rule on the U.S. marine business, as it should have done before promulgating the Final Rule."**

The petition was signed by Mrs. Tosi on behalf to the following organizations: AFL-CIO Maritime committee, American Auto Carriers, Inc. American Maritime Congress, American Maritime Officers, American Maritime Officers Service, American Ocean Enterprises, American Ship Management, LLC, APL Limited, Nicholas Bachko Co., Inc. Helen Bentley & Associates, Calhoon MEBA Engineering School, Central Gulf Lines, Inc. Chamber of Shipping of America, Crowley Maritime Corporation, CSX Lines, Inc. E-Ships, Inc., Farrell Lines, Inc., First American Bulk Carriers Corp., International Organization of Masters, Mates, and Pilots, Keystone Shipping company, Labor-Management Maritime committee, Inc. Liberty Maritime Corporation, Lykes Lines, Ltd. LLC, Maersk Line, Ltd. Marine Engineers' Beneficial Association, Marine Firemen's Union, Maritime Institute for Research and Industrial Development, Matson Navigation Company, Navieras/NPR, Inc., OSG Ship Management, Inc., Red river Shipping Corp., Sailors' Union of the Pacific, SaltChuk Resources, Inc., Seafarers' International Union of North America, Sealift, Inc., Transportation Institute, U.S. Ship Management, Inc., Van Ommeren Shipping (USA), Waterman Steamship Corp.

A look astern...

# The City Front Federation Waterfront Strike of 1901



The headlines of the *Coast Seamen's Journal* (the forerunner of the *West Coast Sailors*) signaled the beginning of an epic battle between labor and capital and their allies that would last for two months.

At stake was the survival of the labor movement in San Francisco in the early part of the last century.

The struggle and the SUP's role is chronicled in the following article:

## City Front Federation

A most significant public action by the Union in the period leading up to the 1901 strike was the founding, in January of that year, of the City Front Federation, linking the Sailors' Union of the Pacific with the longshoremen, teamsters, mates, engineers, marine firemen, freight handlers, and lumbermen.

The anti-union business elements were also organizing. In April 1901, fifty San Francisco employers formed the Employers' Association on a secret basis and pledged the eradication of the unions. San Francisco had, in many respects, led the way for the national labor movement as the first important city in which unions won full recognition. The Employers' Association was now preparing an attempt, in reply, to make the city the standard bearer for the "open shop." The Association operated through sub-associations in each industry, all directed by M. F. Michael, an attorney, and the only individual publicly identified with the secret group.

With the coming of spring, the employers' campaign began. A strike by culinary workers was followed by secret actions by the Employers' Association to block the delivery of oysters, bread, and meat to restaurants that recognized the union. Wholesalers to the wagon-delivery industry declined to supply materials to unionized firms. During the summer, beer bottlers fired their union workers and announced adherence to a rigid "open shop" policy. Ironworkers and machinists were already on strike. The test was approaching.

## 1901: Teamsters Locked-Out

The clash between the employers and the mighty ranks of San Francisco labor began in earnest in July when a group of teamsters were locked out for refusing to haul non-union baggage. At mid-month the Employers' Association, acting through its constituent draymen's association, informed the teamsters that they must all leave the union or quit their jobs; 6,400 teamsters walked off the job, in protest.

The City Front Federation, led by SUP Secretary Andrew Furuseth, attempted to arbitrate the growing crisis, but soon learned that the employers' side was definitively controlled by the secret Michael group, which refused to even meet with union representatives. The San Francisco Labor Council described the secret group as a "menace to the peace and prosperity of the community," while the Sailors' Union referred to the employers' conspiratorial group as an "order of industrial assassins."

The war on the unions was supported by the courts, the police, and the city administration. Against a backdrop of national labor unrest, San Francisco workers

found themselves in a genuine life-and-death struggle for their rights.

At the end of July the City Front Federation, in protest against the terroristic secrecy of the Employers' Association, unanimously declared its willingness to fight. The *Coast Seamen's Journal* declared that "San Francisco has now entered upon the greatest epoch in her career, and the issue will decide, for a long time at least, whether she will continue to grow as a free, sovereign commonwealth, peopled by free and self-respecting manhood and womanhood, or fall into a state of rot and decay, breeding nothing but industrial parasites and the stuff they prey on."

The *Journal* went on to assert that "the City Front Federation of San Francisco now holds in its hands the fortunes of the entire labor movement on the Pacific Coast and, to a considerable extent, of the labor movement throughout the country. The result of the present struggle in San Francisco will either strengthen or weaken the forces of labor now aligned to meet the onslaught of concentrated capital against the liberties and the common manhood of the American people. The result lies with ourselves. The workers, united and firm in the demand for decent conditions of employment, are supreme and invincible ... no employers' association or other array of opposing forces can subjugate them."

In an accompanying statement over the signature of acting President John Kean, the City Front Federation warned that "we are satisfied that we have done everything we could to avert this crisis, but arrogant and designing capital will it otherwise. Those individuals



in society who would use their industrial power to rob us of our right of organization granted to us by society as a whole must bear responsibility for whatever may now take place'

**The ranks of the striking teamsters were increased by 20,000 with the declaration of a walkout of the City Front Federation. The open-shop forces also swelled, with the importation of strikebreakers. Neither side was prepared to surrender. Strikers were assaulted by police as well as by strikebreakers, nearly all of whom were armed. Special detective services provided guards to protect scab deliveries. The Sailors' Union patrolled the waterfront, issuing passes to union men. The pro-employer *San Francisco Argonaut* slashed at the Union for this practice, slandering Furuseth as "this Scandinavian dictator of ours (who) wants his Scandinavian scum to be permitted to beat American citizens into a bloody pulp." Along with the Teamsters', Michael Casey, Furuseth, the seamen's champion, became one of the main labor spokesmen during the dramatic contest, thanks to his skill as a speaker and the determination of the Sailors' Union membership.**

### Account of Strike

Peter Gill and Otilie Markolt's unpublished manuscript, *The Sailors' Union of the Pacific 1885-1929*, gives an eloquent account of the strike:

"On July 29th the City Front Federation met. After heated discussion the meeting declared: 'The full membership of the City Front Federation refuses to work at the docks of San Francisco, Oakland, Port Costa and Mission Rock. The steamers *Bonita* and *Walla Walla*, with mail and passengers, now in the stream, will be allowed to go to sea.' Delegates from 14 unions voted unanimously for the resolution: SUP, four locals of longshoremen, Marine Firemen, Brotherhood of Teamsters, Ship and Steamboat Joiners, Porters, Packers and Warehousemen, Ship Clerks, Pile Drivers and Bridge Builders, Hoisting Engineers, Steam and Hot Water Fitters and Coal Teamsters.

"At 11:45 PM, the delegates from the City Front Federation brought the news to the Sailors' Union meeting. With a roar the 350 members endorsed the action unanimously. At the meetings of teamsters, longshoremen and porters, packers and warehousemen, waiting for the decision, the cheering continued after the men were out on the street. The City Front Federation said officially:

**"After having waited four days for a definite reply to our request for a conference, the Employers' Association steadily refused to do anything to adjust the difficulty; they refused to meet us; they refused to continue to employ the men now in their employment, except upon the condition that they are to quit their union and cut themselves loose from all affiliation with their fellow-workmen.**

**"The Federation has exhausted all honorable means to have the difficulty adjusted, but has failed in its efforts, and finds that there is nothing left but to appeal to its membership to be true to the cause for which organized labor stands ..."**

The morning of July 30, 1901, 20,000 men struck. Work that had been delayed by the teamsters' lockout ceased entirely along the front. The press reported minor disturbances among the strikers. Twenty-five more scab teams were sent out under police protection.

"That night Theodore Wesselink, a seaman, was clubbed about the head and seriously injured on the Broadway dock while actually moving on. He was arrested, charged with disturbing the peace, but the charge was dismissed. (S.F.P.D.) Captain Wittman defended the police: 'if innocent people are in the crowd and are hurt it will be their own fault. I will stand by my men when they are doing their duty and obeying orders. Several times people have taken the numbers of policemen who were using force to disperse crowds, but as the policemen were acting under orders I will stand by them and fully endorse their action.'

"The next day a few scab longshoremen worked at Oceanic and Pacific Coast Steamship Company docks; five steamers were loading and many more waiting. Two sailed, and two the following day. A Japanese labor union instructed its members to support the strikers.

"On July 29th the Employers' Association had rejected the City Front Federation's proposal through Mayor James Phelan, demanded the open shop and renunciation of sympathetic strikes and boycotts. The following day Mayor Phelan submitted the terms to the City Front Federation, recommending acceptance. The Federation 'rejected without debate' the propositions. July 31st Phelan reported on a conference with the Directors of the Employers' Association in which they reiterated their previous proposals, but agreed to recommend reemployment of strikers, except 10 or 12 teamsters. He urged capitulation. The same day the City Front Federation proposed through Phelan that the Association should not discriminate against union shops or union employees, reemploy strikers, and endeavor to adjust disputes peaceably.



*Union men gather in front of SUP Headquarters at Mission and East Street (The Embarcadero) during the 1901 City Front Federation Strike. Photo courtesy of the San Francisco National Maritime Museum.*

"On August 2nd the Employer's Association replied through Phelan recommending employment of teamsters regardless of union affiliation, the open shop, and a pledge that employees would not support sympathetic strikes or boycotts. Phelan asked the employers to modify their stand against sympathetic strikes and boycotts, to which the Federation objected. The employers refused. Phelan delivered the letter to Furuseth and Michael Casey of the teamsters, urging settlement. The evening of August 3rd the Executive Committee of the City Front Federation resolved that there was no basis for settlement; the negotiations ended. Furuseth declared:

**"The letter is grossly insulting to labor, and would deprive us of all our rights. The provision that employees must neither directly nor indirectly support or engage in any sympathetic strike would prevent us from even contributing to the support of striking workers. The assertion that the Employers' Association has never discriminated against firms employing union labor is a barefaced lie. It has repeatedly so discriminated in the past. It stopped the supply of meat to compel butcher shops to employ non-union men. It compelled the draymen to discharge their union employees on pain of losing business. The letter is an arrogant refusal to recognize the rights of the men.'**

Scabs at Oceanic dock struck successfully when the company tried to reduce wages from 50 to 40 cents an hour. On August 7th 500 sand teamsters struck, and the Pacific Coast Marine Firemen struck Pacific Coast Steamship Company vessels; the company threatened to sue the firemen, an incorporated union with a large treasury. Two days later the Marine Cooks and Stewards walked out, and the strikers threatened to extend the strike along the Coast if no settlement was reached.

The Sailors' Union elected an Executive Committee of seven to carry on the strike and instructed all members to report daily for picket duty. The *Journal* declared: **'The long drawn out 'peace conference' talk is played out, and everybody is glad of it. We now know where we are at, and can set about the work before us in a businesslike manner. Let's do it!'**

"On August 8th the strikers held a huge rally at the Metropolitan Temple. Reverend Frank K. Baker of the Methodist Episcopal Church spoke first for a peaceful settlement through arbitration. **When Andrew Furuseth rose to speak he was greeted with cheers.**

**"...They said there would be riots on the waterfront. There have not been any, have there? (A voice, 'No!') It was a time to exercise self restraint. We know that he is thrice armed who hath his quarrel just. We can afford to wait and keep the peace. We know we are right. We should take the same course tomorrow were we confronted by the same identical conditions. (Applause) We were forbidden to remain union men. What could we do? We could quit work until we could gain recognition. We cannot renounce the right to support each other, to quit work in unison and we would not if we could. We throw our all in the balance. We take the chances of going months without employment, of lacking food and being met on going home by hungry wives and children. We know the cost. But if we can not take these chances we are not the true sons of men who gained us the liberty we have. (Applause)"**

### 'A Strike Is War'

"Father Peter Q. Yorke, a Catholic priest whose influence among seamen, longshoremen and teamsters, was great, spoke for the strikers. 'A strike is war. It is the last recourse...while you desire peace you cannot afford to accept any peace but peace with honor.' He spoke for the right of the worker to a living wage and the necessity for unions.

"The next meeting of the Sailors' Union adopted a resolutions thanking Father Yorke for his support and the *San Francisco Examiner* for its fair treatment of strike news.

"On August 10th the Chamber of Commerce over the signature of George A. Newhall, president, demanded additional police protection for scabs or state troops from Mayor Phelan, charging violence and intimidation by strikers. The Executive Committee of the Labor Council replied to Phelan, criticizing Newhall, a police commissioner appointed by the Mayor, for taking sides, and denying violence by the strikers.

**"Whatever exceptional violence has occurred has been initiated by and is to be laid at the door of the employers, of those they are using to hurt us and of the police themselves..."**

**"...In the first place, that the police are acting as teamsters for the employers; that they direct those men who have been imported to take our places and who are unfamiliar with the city, and that they even help in the management of the vehicles and goods. We have protested in the second place that the police have shown bias and have used unnecessary violence in dealing with peaceable and orderly crowds of American citizens who have as much right to line the sidewalks on the 4th of August as they have on the 4th of July..."**

**"...The police cannot be impartial when the head of the commission, to which they look for orders and promotion, is rabidly opposed to one side of the community.' The Labor Council demanded Newhall's removal from the Police Commission because he was unfit for the position.**

"The following day the San Francisco Board of Trade repeated the sentiments of the Chamber of Commerce in another letter to Phelan asking additional police protection. Phelan replied to the Labor Council August 13th, whitewashing Newhall by stating: 'I am of the opinion that he will act fairly and impartially as a member of the Board of Police Commissioners.'

"The Labor Council replied the next day that Phelan's excuse was 'puerile beyond conception.' The police were put on scab wagons and assisted scab teamsters 'to show sympathy for employers, to dishearten workers, to give the appearance of riots.' They used

## 1901 Waterfront Strike continued

unnecessary violence against strikers, 'address us as dogs and drive us as cattle.'

" 'Is it against the law for a non-union man to speak to us? If not, why, then, are they worked in pens like cattle before the stock yards? Why are they housed in floating bastilles? Why are they led out under the shotgun?' Because the employers had deceived these men and feared to have them learn their rights, the Council replied, warning the Mayor that the citizens, who were with the strikers 'would not permit the government to be used to injure their interests.'

"It was announced that the regular policemen would be taken off the trucks and assigned to the streets to preserve order. The draymen then declared they would hire special deputies to guard their trucks, at their own expense, and asked that the specials be deputized. The Police Commission obliged, claiming that they would thus be controlled by and responsible to public authorities...

"On August 19th the Labor Council protested to the meeting of the Board of Supervisors against: retaining Newhall, using police on the wagons, and employing special deputies from everywhere without inquiry into their character or fitness. On August 22nd the Board of Supervisors met and referred the Labor Council's protest to the Police Commission, with a resolution condemning Newhall's letter calling for militia and special deputies:

**"On August 23rd 9,000 strikers marched in a huge parade up Market Street led by Mike Casey, president of the Teamsters; Andrew Furuseth; and Ed Rosenberg, secretary of the San Francisco Labor Council; and two bands.**

"The *Journal* summarized the status of the strike on August 23rd: 12,000 City Front Federation members were out; 800 scabs working on the front; and 300 scab teamsters working. The employers did about 35 per cent business at such an expense that it cost a consignee for lumber or coal double or triple what it was worth. Two hundred vessels were tied up along the front; no men had gone back to work; and during the previous week 200 additional men had been induced to quit work. The work on the front was merely a bluff to break the morale of the unions. Morally and financially the employers were ready to break at any moment. Public opinion was turning more openly toward the strikers, rising throughout the entire west. Large and small unions were doing their part.

"Reports reached the strikers that students of the University of California were scabbing on the longshoremen at San Francisco and Oakland, and President Wheeler of the University defended their actions. A letter protested: 'it is one of the marks of a liberal education that those who receive it gratuitously should do what even uneducated men consider vile and infamous.'

**On September 2, the SUP Headquarters meeting passed the following resolution plus a \$5.00 assessment:**

**"Whereas, some vessels that have been in the bay of San Francisco during the strike have tried to get away manned by officers and non-union crews with the purpose of proceeding up the coast and there getting union crews, and as this will have a tendency to spread the strike, therefore be it**

**"Resolved: That any vessel that has been in the bay of San Francisco during the strike be refused a crew of union men.'**

"On Labor Day, 1901, over 20,000 unionists marched in a four mile parade that took two hours to pass in close formation; 150 carriages for women, eight floats and twelve bands marked the parade. The City Front Federation, 9,400 strong, led the parade. 'Labor must be respected' 'A Union in every port' 'Hands off; We demand fair play,' read the placards. Delegations from Port Costa, Crockett and Vallejo unions joined the parade.

'Andrew Furuseth addressed the strikers: " 'We have won because the employers couldn't in fifteen weeks find anybody to take the places of steel workers; because in six weeks they couldn't find anybody to take the place of the teamsters.

" 'They think they can starve us out. If they looked at our line today and looked at our thousands of sympathizers all along the streets they can understand that the starving process won't go ...

" 'There are several ways by which strikes are broken. One way is to bring in other men. That has been tried and failed. Another way is to get one side of the labor force arrayed against the other. That, too, has failed. Another way is that which was used at Haymarket. They have schemed to break the strike through

## GANG IN THE PILILAAU



Gang in the USNS Pililaau in New Orleans on June 25 before heading off to work. Front row from left: QMED Dennis Maupin, Bosun Jim Bailey, QMED Mike Mefferd, AB Tom Palmer, AB Hillard L'ai, AB Sonny Sternbach. Back row: QMED Frank Spencer, QMED Steve Fastzkie, Storekeeper Joe Tegiaci, AB Curtis Burks. Not in the photo AB Joe Smoler AB Kianoosh Barkholder. Photo by Jack Stasko.

rioting. The soldiers cannot load and unload the vessels if they come but they can discourage the men who are on strike ...'

" 'For weeks we have had 20,000 men on strike and there has been less trouble than there was when 7,000 soldiers were let out on a holiday.

" 'There is no telling how long this is going to last -whether a week or a month. But if you have any regard for your children, stay with it.

" 'We will stay away from work and ask for the sympathy of all the people, but we will not be led into violence'"

Gill and Markholt's account continues: "At the meeting of the Board of Supervisors August 19th, at which the Labor Council's protest was considered, a committee was appointed to investigate the strike and make recommendations for settlement. September 2nd the committee requested the Directors of the Employers' Association to meet representatives of the unions, pointing out that public opinion was turning against the Association. The Employers' Association rejected proposals for conference and repeated 'they have nothing to compromise and nothing to arbitrate.'

"The teamsters under signature of M'Laughlin and Casey charged the Employers' Association with being an irresponsible, secret society, organized to destroy labor, and injecting itself into the affair between the teamsters and draymen to prevent settlement. September 9th headquarters minutes reported the tie up the same or more complete. A few steam schooners were sailing without any crews, the officers doing the work. A statement by Chief of Police Sullivan came into possession of the strikers:

" 'I am dissatisfied with the conduct of you men toward the strikers. I have gone about the city and seen my police chatting with strikers. You have neglected your duty by being too lenient with the strikers.

" 'The strikers must be driven off the streets.

" 'You must see that this is done. Drive them to their homes and see that they are kept there. The strikers must not be allowed on the streets.

" 'I will not permit my men to speak with or be on friendly terms with any of the strikers.

" 'Drive the union men to their homes and make them stay there.

'Keep the streets clear of union men.

'If any of you men do not feel disposed to carry out these orders you will probably have a chance to join the labor unions and the ranks of the strikers.

" 'I don't want you men to speak to any one of what I have said.'"

### Stalemate and Settlement

The strike continued at a stalemate, with days and weeks turning into months. Finally, on October 2, California Governor Henry T. Gage issued the following statement:

"Having been invited by those most vitally interested in the labor difficulties to try and find some solution by which the normal conditions of commerce and the peace and prosperity of this community could be resumed, I took hold of the question, and it now gives me great pleasure to state, after carefully considering all the points of controversy, that I presented my views to both the Draymen's Association of San Francisco and the Brotherhood of Teamsters and City Front Federation, and after full discussion terms and conditions were arrived at acceptable to both and that I am authorized by officers of both contending parties to declare the teamsters' strike and all collateral and sympathetic strikes and lockouts originating from the teamsters' strike, at an end, and hereby do so."

During the two-month struggle, five men were killed with 336 recorded assaults, 250 requiring medical attention. The labor movement was victorious. Although the SUP obtained nothing for itself, the unions had clearly won recognition. Strikers were to be rehired without discrimination and the Employers' Association returned to a less-belligerent course having failed in its open shop bid.

Thus ended the great maritime strike of 1901.

The *Coast Seamen's Journal* stated in the October 9 edition that: "The future of trade unionism is bright. Let no organization halt on the forward path. Get together for the universal union of the workers. Comrades of the Sailors' Union, your fellow workers are pleased with you. You have nobly justified every tradition of your Union."

**Editor's Note:** For information on the SUP, the City Front Federation and the 1901 Strike, the following sources are recommended: (These publications are out of print and can be found at major libraries.)

*Coast Seamen's Journal, 1901*  
Ira Cross, *A History of the Labor Movement in California*. University of California Press. 1935.  
Robert Knight, *Industrial Relations in the San Francisco Bay Area, 1900-1918*. University of California Press 1960.  
William Camp Martin, *San Francisco - Port of Gold*. Doubleday and Company. 1947.

Felix Riesenber, Jr. *Golden Gate, the Story of San Francisco Harbor*. Alfred Knoff. 1940  
Stephen Schwartz, *Brotherhood of the Sea: Sailors' Union of the Pacific 1885-1985*. Transaction Books. 1986.  
Paul Taylor. *The Sailors' Union of the Pacific*. Ronald Press. 1923

**On Monday, July 30,  
Historian and Labor Archivist, Larry Shoup,  
will speak on the 1901 Waterfront Strike  
Location: SUP Headquarters  
450 Harrison Street, San Francisco  
Time: 6:30 P.M.**

## ESU Office Assignments

For the month of August, Jerry Patterson will be in the Baytown office and John Straley will be in the Benicia office.

# ESU NEWS

JUNE 2001

Official Publication of the Exxon Seamen's Union

## ESU Office Election Update

The ESU would like to remind everyone once again of the union office elections coming up in just a couple of months. This fall the Executive Board positions of Vice President, Secretary/Treasurer, and all three Department Trustee positions come up for election. So far, Deck Trustee Rick Baur, Engine Trustee Charlie Pollard and Secretary/Treasurer Kevin Conroy have all announced that they will not run for re-election to their respective offices. The Ship's Representative positions onboard the *S/R Charleston*, *S/R Benicia*, *S/R Galveston*, *S/R Long Beach*, *S/R Galena Bay*, *S/R Hinchinbrook* and *S/R American Progress* also come up for election. Keep in mind that the future of the *S/R Galveston* is still very uncertain but that names are still being accepted for that position.

The petitions for the Executive Board offices require 25 signatures from members in good standing and the Ship Representative positions require 15. Recently several petitions have been received in the union offices with less than the required number of signatures for nomination. It has been common practice in the past for the Board Officer in office to sign a petition if needed but several of the petitions received in the offices so far have been short several names or more. It needs to be made clear that it is ultimately the responsibility of the candi-

date to obtain the required signatures before the October 1 deadline. It should not be expected that a Board officer will obtain the needed signatures for a potential candidate if an incomplete petition is sent in. All petitions and campaign statements are due in the Baytown office by October 1, 2001. No exceptions will be made. Our Constitution and By-Laws also require that nominees for Executive Board positions have at least two years continuous company service and have been a union member for at least one year. To be eligible for an Executive Board position the nominee must also be a qualified driver possessing a current, valid driver's license. If there is any doubt as to whether a petition will reach the Baytown office by the deadline date it should be sent by certified mail.

As this issue of the *ESU News* goes to press only four complete petitions have been received in the Baytown office and approved. They are as follows:

For Ship's Rep. *S/R American Progress*: Alan Squire. For Ship's Rep. *S/R American Progress*: James Schettler. For Ship's Rep. *S/R Charleston*: Jeff Straley For Ship's Rep. *S/R Hinchinbrook*: Isaac "Danny" Jones. As stated above, several partial petitions have been received but until the required number of signatures are obtained they remain as of yet unapproved.



San Francisco Mayor Willie Brown and ESU Recording Secretary Thomas Thompson together at the "Bloody Thursday" observation at the ILWU Hall in San Francisco, CA.

Photo by Dave Connolly SUP

## ESU joins the ExxonMobil Labor Council

On June 27, ESU Executive Board representative Kevin Conroy attended a meeting of the ExxonMobil Labor Council at the Hobby Airport Hilton in Houston, Texas. This labor organization which originally began as a part of the PACE International Union and has now expanded to include independents and internationals, has grown in the past year from a membership of approximately 1700 to a membership of over 5000. Twenty local unions are represented both from the United States and Canada. They have one thing in common: they all represent workers at ExxonMobil facilities and affiliates.

The goal of the meeting was to identify issues and concerns common to all of the unions and to begin to design methods for addressing those issues. Approximately 45 representatives from many of the member Unions met for a full day of discussions and strategy sessions. The representatives came from California, Montana, Louisiana, New Jersey, Illinois and Texas. By invitation the Exxon Seamen's Union has now

joined the Council and we are excited at the prospect of working together with the other Labor Unions representing ExxonMobil employees.

The Council plans over the next year to develop a campaign for confronting the company about the issues that concern them. Two major issues discussed at the meeting both of which have been topics of major concern to ESU members recently were the use of contract employees (i.e. riding crews at SeaRiver) and the corporation's dubious practice of basing Union employees' retirement pay on their base wages only and not total W-2 compensation. When compared to the retirement benefits of management employees and the benefit packages offered by some other blue chip corporations, the package offered to the represented employees at ExxonMobil does not appear anywhere near as desirable as management touts it to be.

We look forward to working with the other Council unions on these and other issues of common concerns.

## Ship reports

### S/R American Progress

Vessel continues in Valdez to Anacortes trade. No major beefs reported. Ed Stoeckel did another fine job filling in as Temporary Ship's Rep.

### S/R Baytown

Ship Representative Lee Airriess on board and maintaining his usual good and frequent communications with the ESU offices. No major beefs reported. Continuing in Valdez to Anacortes trade.

### S/R Benicia

Ship boarded June 19 and July 12 at the Richmond Long Wharf. Dennis Simoneau volunteering to serve as Temp. Ship's Rep after Joe Graca goes home to paid leave. The Union is now investigating meal subsistence beef occurring in shipyard.

### S/R Charleston

Ship now in gasoline trade from Beaumont to Florida. Very short turnaround time. Visited in Beaumont on July 9. Chester Bell handling things well as always. Weekend Fire and Boat Drill issue settled.

### S/R Galena Bay

The newest addition to the fleet sailed June 18 from Portland on her maiden voyage under the SeaRiver house flag for Valdez. ESU officer boarded July 11 at Valero Dock in Benicia. Humberto "Butch" Berrios stepping up to serve as Temporary Ship's Representative and performing admirably. Crew working hard to bring vessel up to fleet standards.

### S/R Galveston

Board Officer visited June 21 at Anchorage 9 and July 7 at Shore Terminal, Martinez, CA. Crew cleaned her up the week of July 9 and she is now awaiting indefinite lay-up. Rep-

resentative Mark Myser aboard.

### S/R Hinchinbrook

Vessel scheduled to complete shipyard period approximately July 17. Will continue in ANS trade. Crew pushing for betterments. Danny Jones serving as Temporary Ships' Representative and staying in contact with Union.

### S/R Long Beach

Rudy Benavides filling in as Temp. while regular Ships' Representative Jack Patterson continues to mend. Ship boarded June 27 and July 15 in Benicia. Vessel continues to visit both Long Beach and the Bay Area with its North Slope Crude.

### S/R Mediterranean

Ship was recently back in Australia for discharge. Continues schedule of loading in Middle Eastern Ports. Management agrees to quit flying officers first/business class while unlicensed fly coach but has yet to make any offer to compensate the unlicensed for past injustices.

### S/R North Slope

Ship visited at Valero Dock, Benicia on June 24. ESU Representative Sean Hughes now on paid leave. Vessel tentatively scheduled to be taken out of service end of July.

### S/R Puget Sound

Ship scheduled to depart Cascade Shipyard in Portland, OR around 20th of July. ESU visited on June 23 while at Richmond Long Wharf. Will Ackley filling in as Temporary Ship's Rep.

### S/R Wilmington

Visited VoPak Dock near Deer Park, Texas, July 3. Johnny Navarro goes home to paid leave while Gerry Nelson fills in. No major beefs.

## Contract extension vote

The ESU was in contact with the American Arbitration Association on Monday, July 16, and learned that as of that date, 178 ballots had been received so far in the contract extension vote. The board reminds everyone that the deadline for the receipt of your ballot by the AAA in New York is Tuesday, Aug. 14. The AAA will then announce results of the vote on Wed., Aug. 15. The ESU will forward those results on to the membership soon thereafter.

If the measure is approved, the 9% across

the board wage increase will first appear on payroll checks received by members on October 1. This check will be for the payroll-reporting period of Sept. 1 to Sept. 15.

The single payment lump sum of \$1550 (before tax) will be made by separate check. In discussions with the ESU Executive Board, SeaRiver Maritime, Inc. has committed to this distribution occurring no later than the first week of September.

The Exxon Seamen's Union once again encourages you to Vote!!!

The *ESU News* is written and edited by the Exxon Seamen's Union.

## EXXON SEAMEN'S UNION

Founded March 28, 1941

Affiliated with the Sailors' Union of the Pacific

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Vice President John Straley  
Secretary/Treasurer Kevin Conroy  
Recording Secretary Thomas Thompson III

Deck Trustee Ulrich Baur  
Engine Trustee Charlie Pollard  
Steward Trustee Gerard Nelson

# Sailors' Union of the Pacific/ Training Resources Ltd

## Schedule of Course Offerings for 2001

### STCW 95 Basic Training

**This course is mandatory under international law for those planning to continue going to sea after February 1, 2002**

- Basic Fire Fighting
- Personal Survival
- Basic First Aid
- Personal Safety and Social Responsibility

July 16-20	Aug. 27-31	Oct. 8-12	Nov. 26-30
July 23-27	Sep. 3-7	Oct. 15-19	Dec. 3-7
July 30-Aug. 3	Sep. 10-14	Oct. 22-26	Dec. 10-14
Aug. 6-10	Sep. 17-21	Oct. 29-Nov. 2	Dec. 17-21
Aug. 13-17	Sep. 24-28	Nov. 5-9	
Aug. 20-24	Oct. 1-5	Nov. 12-16	

### LMSR Vessel Training (MSC approved)

Aug. 7-17	Oct. 23-Nov. 2
Sep. 11-21	Nov. 27-Dec. 7

### Small Arms Training (MSC approved)

July 23-25	Aug. 20-22	Oct. 1-3	Dec. 10-12
July 30-Aug. 1	Sep. 24-26	Nov. 5-7	

### Survival Craft (Lifeboatman)

July 23-27	Sep. 24-27	Nov. 12-15
Aug. 6-9	Oct. 1-4	Nov. 26-29
Aug. 20-23	Oct. 15-18	Dec. 10-13
Sep. 3-6	Oct. 29-Nov. 1	Dec. 17-20

### Training Information and Enrollment

#### Contacts

Rich Reed, SUP Welfare Plan Rep  
SUP Welfare Plan  
450 Harrison Street  
San Francisco, CA 94105  
Tel: (415) 778-5490  
Fax: (415) 778-5494  
E-mail: supwelfarerep@hotmail.com

Dave Connolly, SUP Vice President  
c/o Andrew Furuseth School of Seamanship  
450 Harrison Street, San Francisco, CA 94105  
Tel: (415) 777-3400  
Fax: (415) 777-5088  
E-mail: daveconnolly@msn.com

**IMPORTANT!**  
**Get your STCW '95**  
**NO TRAINING, NO JOB**  
**AFTER FEB. 1, 2002**

### ATTENTION ALL MEMBERS

In a effort to update our records, please complete the form below and return it to:

**Editor**  
**Sailors' Union of the Pacific**  
**450 Harrison St.**  
**San Francisco CA 94105**

You may also e-mail your address to: [editor\\_wcs@msn.com](mailto:editor_wcs@msn.com)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Active Member  Pensioner

# Welfare Notes

July 2001

## Pensioners

The trustees of the Welfare Plan met in June and made a decision that will benefit the retirees' annual allowance. As of August 1, 2001 the maximum amount payable on your annual allowance will be raised to \$2000.00 per fiscal year. Those retirees who are not qualified for the maximum annual allowance will have their annual allowance fund raised accordingly.

## Active members

A new dental plan will be going into effect for active members in Hawaii. Starting August 1, 2000, the Welfare Plan will be able to offer dental coverage through Kaiser of Hawaii. This new dental plan will be good both for members and dependents, and will offer coverage on all islands. The Welfare Plan will soon be mailing information on your new dental plan to all eligible members.

## Welfare Plan Representative to visit membership meetings

SUP Welfare Representative Rich Reed will be attending the branch membership meetings in the next few months. This will be a good opportunity for retirees and active members to ask questions on the Money Purchase Plan, the 401(k) Plan, or to discuss individual medical and dental claims. I will plan to spend the entire day at the branch halls so there will be plenty of time to answer questions. Listed below are the meetings that I plan to attend:

Seattle: August 20, 2001  
Honolulu: October 15, 2001  
Wilmington: November 19, 2001

### SUP Welfare Plan

**450 Harrison Street  
San Francisco CA 94105**

#### Telephone Numbers:

Main ..... (415) 778-5490  
Eligibility active members/dependents ..... (415) 778-5491  
SUP Money Purchase Plan, SUP 401(k) Plan,  
Pensioner Medical Benefits ..... (415) 778-5493  
Toll Free Number ..... (800) 796-8003

## Record of SUP Shipping July 2001

	Hdqg.....	Seattle .....	Wilm .....	Hono .....	Total
Bosun.....	5	1	5	2	13
Maint. Man.....	3	0	0	0	3
A.B. Dayworker .	0	0	5	0	5
A.B .	16	8	22	8	54
O.S. ....	2	0	2	3	7
Ship Util. ....	0	0	0	1	1
Standby .....	41	34	120	34	229
<b>TOTALS .....</b>	<b>67</b>	<b>43</b>	<b>154</b>	<b>48</b>	<b>312</b>



**AMERICA  
WORKS  
BEST WHEN  
WE SAY...  
UNION  
YES**

# Sailors' Union of the Pacific Welfare Plan Training Benefit Guidelines

The Sailors' Union of the Pacific Welfare Plan has created a Training Benefit that is available to all qualified participants of the Plan. The Training Benefit is funded through man-day contributions defined in the collective bargaining agreements negotiated by the Sailors' Union of the Pacific. The purpose of the Training Benefit is to enable all qualified Plan participants the opportunity to access any and all training courses required under Domestic and International regulations to remain an active participant of the United States Merchant Marine.

## The Andrew Furuseth School of Seamanship

The Sailors' Union of the Pacific Welfare Plan has tasked the Andrew Furuseth School of Seamanship with the responsibility of administering the Training Fund Benefit. The mission of the school is to assist all eligible Plan participants in identifying and accessing the appropriate training to fulfill all existing regulatory requirements and remain active in our industry. The School has been given final decision making authority over all training and training related issues. The School is responsible for the selection and identification of the training needs of Plan participants, the selection of training providers and the rules governing all aspects of the training process.

### Eligibility Requirements

1. SUP Plan participant with A, B or C Seniority
2. Current with dues
3. Must be eligible for the SUP Welfare Plan medical coverage through covered employment
4. Must be fit for duty and able to pass a sign on physical within one month of your scheduled training course.
5. In order to attend the LMSR (MSC) training a participant must be able to pass an MSC physical examination within one month of the scheduled commencement date as well as other MSC criteria.

### Training Approval

The Andrew Furuseth School of Seamanship must approve all individual training plans in advance. The failure to receive prior approval of the School may result in the withdrawal of funding for the training. As the party responsible for all training and training related issues for the SUP Welfare Plan the School reserves the right of final approval of all training arrangements. This is done to allow the Plan to control the costs associated with training and protect the individual participant from making inappropriate training decisions. The School will advise and assist all participants with every aspect of the training process to insure the best options available are selected. In addition, the School will handle all the arrangements for any approved training if a participant wishes it to do so. However, in order for the School to properly fulfill its mission individual participants must inform the school in advance of their training plans and be willing to work with the School to reach a mutually acceptable solution in the event of a problem.

## Training Categories Covered by the Training Benefit

### Mandatory Training:

Training that is required for all mariners under either Domestic or International regulations. In addition, mandatory training includes all training that is specified in any of the existing Sailors' Union of the Pacific collective bargaining agreements. Presently, the list of mandatory training recognized by the Andrew Furuseth School of Seamanship includes but is not limited to the following:

1. STCW 95 Basic Training
  - a. Basic Fire Fighting
  - b. Basic First Aid
  - c. Personal Survival
  - d. Personal Safety and Social Responsibility
2. LMSR Vessel Training  
(Military Sealift Command (MSC) Training)
  - a. CBRD
  - b. Basic Damage Control
  - c. T-AKR Vessel Familiarization
  - d. Anti-Terrorist Briefing
  - e. Basic Forklift Operations
  - f. Basic Explosive Materials Handling

- h. Underway Replenishment Familiarization
- i. Small Arms Handling and Safety

### Discretionary Training:

This includes any training that is not required by either Domestic or International regulations. In general, this is training intended to enable an individual to upgrade his or her United States Merchant Marine Document (USMMD). However, the candidate for training must be eligible for employment for a position under SUP collective bargaining agreement where such training is required. Presently, this category of training includes but is not limited to the following courses:

1. Lifeboat man
2. Able Seaman
3. Tankerman Assistant
4. Tankerman P.I.C. (Person in Charge)
5. 100 Ton License
6. Radar Observer
7. QMED (Any Rating)
  - a. Fireman/Watertender
  - b. Oiler
  - c. Refrigeration Engineer
  - d. Electrician
  - e. Junior Engineer
  - f. Pumpman
  - g. Deck Engine Mechanic
  - h. Engineman

## Funding Provided for Training Course Completion Requirement

In order for a Plan participant to receive funding from the Andrew Furuseth School of Seamanship he or she must successfully complete their training course. Failure to successfully complete a training course will result in the withdrawal of funding for the course in question as well as any future training courses. The participant will be required to assume responsibility for all the costs associated with the uncompleted course. This includes the costs of transportation, lodging and food along with the tuition for the course. In addition, all future training courses for a participant who has failed a course will be handled on a reimbursement basis. The only proof of successful completion that the Andrew Furuseth School of Seamanship will accept is a valid certificate from the training provider attesting to the participant's successful completion of the course. No other form of proof will be accepted.

### Mandatory Training:

1. Tuition
2. Transportation: Subject to the provisions outlined in the transportation section.
3. Lodging: Subject to the provisions outlined in the lodging section.
4. Per Diem/Meals: Subject to the provisions outlined in the section concerning meals and receipts.

### Discretionary Training:

1. Tuition reimbursement only for training courses approved by the Andrew Furuseth School of Seamanship.
2. For all Discretionary Training courses, the Plan participant is responsible for tuition and all additional costs. If the course is successfully completed the Plan participant is eligible for reimbursement of the tuition costs.

3. The Andrew Furuseth School of Seamanship will offer all the assistance it can to any eligible Plan participant who wishes to upgrade his documents. This includes assistance in locating training providers, scheduling and enrollment. However, it remains the responsibility of the Plan participant to arrange all payments.

### Funding Provided for Transportation

1. In order to qualify for transportation payments a participant must live at least 100 miles from the nearest training facility.
2. The Training Fund will provide round trip airfare from the major airport nearest to the participant's mailing address to the training facility. This will be based on a 21-day advance purchase, coach fare.
3. The Training Fund will provide van or shuttle transportation at the destination to take the Plan participant to and from his hotel on arrival and departure.
4. The Training Fund will not cover any additional

costs resulting from the action or inaction of the participant. All additional costs are to be borne by the participant.

5. A participant may make his or her own travel arrangements. However, the Training Fund will only reimburse the participant up to the amount the Andrew Furuseth School of Seamanship would have spent making the arrangements.

### Funding Provided for Lodging

1. Lodging will only be provided if a Plan participant lives at least 100 miles from the nearest training facility.

2. The Training Fund will only cover the cost of the room. All additional charges of any kind are the responsibility of the Plan participant.

3. A Plan participant may make his or her own lodging arrangements but the Training Fund will only reimburse him or her for costs that are in line-with the amount which would have been spent if the Andrew Furuseth School of Seamanship had arranged his accommodations. In addition, reimbursement requires the same receipts and certificates as travel.

### Allowance for Meals

The Training Fund will reimburse those Plan participants attending training away from their homes for actual expenses evidenced by receipt up to the amount specified in the Offshore ASM and Matson Agreements, presently \$40.00 per day. This amount will only be paid for actual meals. This does not include:

1. Alcohol
2. Gratuities
3. Entertainment
4. Room Service
5. Transportation (i.e. taxi or bus fare)

## Reimbursement Requirements

A participant will be reimbursed for any out of pocket expenses associated with an approved training course. Depending upon individual circumstances these expenses may include:

1. Travel Costs
2. Lodging Costs
3. Subsistence Costs
4. Tuition Costs

In order to receive reimbursement the participant must complete a copy of the SUP Welfare Plan Trainee Expense Voucher and present it, along with a copy of his or her certificate of course completion and all receipts related to out of pocket expenses to the SUP Welfare Plan Office in a timely manner. Do not send reimbursement forms and associated information to the Andrew Furuseth School of Seamanship. All receipts must contain the following information to be considered for reimbursement:

1. Name of the establishment at which the expense took place.
2. The date of the expense. The Plan will only reimburse participants for the dates of the training. Travel days are not reimbursable.

3. A clear delineation between the various items on the receipt so that the Plan can make an accurate determination of which are suitable for reimbursement.

4. In the case of an airline ticket a copy of the ticket, a credit card receipt or a cancelled check will suffice as proof.

## Appeal Process

The Andrew Furuseth School of Seamanship recognizes that disagreements between it and the Plan participants over decisions on training related issues are unavoidable. In addition, the School understands that legitimate reasons may exist that will require a modification of the rules governing training in order meet the needs of individual participants. Therefore, any participant who feels that a decision made by the School is inappropriate for their circumstances should contact the School and explain their situation. The School's mission is to facilitate the training process, not to impede it. The School will do everything in its power to reach a mutually acceptable compromise with all participants. However, participants need to keep in mind that the School may not be able to meet unreasonable requests for exceptions to the present training guidelines. Participants may appeal a training decision to the Board of Trustees of the SUP Welfare Plan, by writing to the Administrator Rich McClaskey at 450 Harrison Street, San Francisco CA 94105.



# SUP President's Report

July 9, 2001

## LMSR: REVISED WAGE AND BENEFIT INCREASES

In May of this year, reported on the negotiations between the SUP and MFOW and American Ship Management regarding the allocation of the 3% increase provided for in the Large Medium Speed Roll-On/Roll-Off (LMSR) agreement between the Unions and ASM's subsidiary, Patriot Contract Services.

The agreement between the Unions and Patriot calls for a 3% increase on the total crew costs (by job rating) for each year of the five-year contract, with the Unions having the right to allocate the increase to wages and the respective Union benefit plans.

That agreement was ratified by the membership and the new wage rates were published in the May issue of the *West Coast Sailors*.

Last month, however, the company notified the Unions that after a review by the Department of Labor and the Military Sealift Command, it was determined that the manday costs needed to be adjusted (increased) by job rating to comply with the federal Service Contract Act.

The result of this unexpected determination by the government was that the Unions were able to allocate more monies in addition to the 3% increase which represents a considerable increase in wages and fringe benefits for the third year of the agreement which begins on July 23. The SUP and MFOW worked together on this task and made similar allocations.

The revised wage scales for the LMSRs in Full Operating Status (FOS) and Reduced Operating Status (ROS) are as follows with the current (2000-2001) wage rates printed for comparison:

### Full Operating Status (FOS)

Year 2 (2000-2001)	Monthly Wage	Daily Wage	Supple. Benefits	Money Purchase Plan	Health & Welfare	Training	JEC	Medical Exams	Total	Total Fringes	Premium Rate	Overtime Rate
Bosun/AB	3,598.31	119.94	39.94	13.00	32.00		2.25		87.19	207.13	21.69	17.19
AB	2,585.71	86.19	28.70	13.00	32.00		2.25		75.95	162.14	16.71	11.87
OS	1,987.80	66.26	22.06	13.00	32.00		2.25		69.31	135.57	13.27	11.15

### Year 3 (2001-2002)

Bosun/AB	3,753.80	125.13	41.67	17.00	33.83	5.50	3.50	3.00	104.50	229.62	22.34	17.71
AB	2,669.30	88.98	29.63	17.00	33.83	4.00	3.50	3.00	90.96	179.94	17.21	12.22
OS	2,046.70	68.22	22.72	14.00	33.83	3.00	3.50	3.00	80.05	148.27	13.66	11.49

### Reduced Operating Status (ROS)

Year 2 (2000-2001)	Monthly Wage	Daily Wage	Supple. Benefits	Money Purchase Plan	Health & Welfare	Training	JEC	Medical Exams	Total	Total Fringes	Premium Rate	Overtime Rate
Bosun/AB	3,668.18	122.27	20.38	13.00	32.00		2.25		67.63	189.91	22.11	17.52
AB	2,635.92	87.86	14.65	13.00	32.00		2.25		61.90	149.76	17.03	12.10
OS	2,026.40	67.55	11.26	13.00	32.00		2.25		58.51	126.06	13.52	11.37

### Year 3 (2001-2002)

Bosun/AB	3,866.00	128.87	21.48	17.00	33.83	2.00	2.50	3.00	79.81	208.68	22.78	18.05
AB	2,737.30	91.24	15.21	17.00	33.83	2.00	2.50	3.00	73.54	164.78	17.54	12.46
OS	2,094.70	69.82	11.64	14.00	33.83	2.00	2.50	3.00	66.97	136.79	13.93	11.71

The decision by the government to increase wages and benefits over and above what was originally negotiated is welcome news and provides further incentive for the membership to take the MSC-required training and compete for these jobs.

Recommend membership ratification of the revised wage and fringe benefit rates for the third (2001-2002) year of the LMSR agreement.

It should be noted that on the anniversary dates of the agreement in 2002 and 2003, the Unions will have the right to allocate the 3% wage and fringe benefit increase.

## LMSR BONUS AWARD

In April, reported that Patriot Contract Services' LMSR agreement with the Military Sealift Command that provides an Award Fee or bonus shall be determined annually for each LMSR under contract. The annual rating period for the Award Fee determination is August 1 through July 31, of each Award Fee year. The Award Fee is made on an individual ship basis at a maximum amount of \$125,000 per contract year, per ship based on MSC criteria for performance.

Patriot notified the Union this month that MSC has determined the Award Fee for the period beginning August 1, 1999 and ending July 31, 2000. The Award Fee will apply to those who were employed in the *USNS Fisher*

and the *USNS Seay* as they were the only LMSRs that were in service at that time. According to Patriot, it is expected that MSC will make an Award Fee determination for the period beginning August 1, 2000 and ending July 31, 2001, some time this year which should benefit those who worked in all the LMSRs that were in service.

Patriot indicates that as soon as it receives the money from the government, it will determine the share for each licensed and unlicensed rating.

**It must be noted that the Award Fee Bonus is not a contractual provision under the collective bargaining agreement with Patriot but strictly a Military Sealift Command award to each LMSR for the purpose of attracting and retaining qualified crew members.**

## SUP WELFARE PLAN

At the quarterly Trustees meeting of the SUP Welfare Plan held on June 25, Union Trustees Dave Connolly and your secretary were successful in improving two benefits:

- 1) Effective August 1, the annual pensioners medical benefit will be increased from \$1850 to \$2000.
- 2) In response to complaints from the membership in Hawaii regarding dental coverage, the Trustees agreed to change providers and to contract with Hawaii Dental

Service effective August 1. The new plan, while more expensive, will provide greatly improved dental benefits for plan participants and their dependents. For example, a participant or dependent can select a dentist of choice on any of the islands, not just on Oahu.

The Welfare Plan will be mailing information on the new plan to members in Hawaii this month. If you do not receive this information, contact the Plan office at 415-778-5490.

## UPDATE: PROPOSED PENSIONER HOUSING BENEFIT

Efforts to make the proposed housing benefit from the sale of the parking lot adjacent to the Headquarters building a reality for current and future SUP pensioners remain stalled with the Internal Revenue Service which is continuing its review of the Union Trustees proposal.

Charles Both of the Washington, D.C. law firm of Yablonski, Both and Edelman and Michael Thrasher of the Groom Law Group of Washington in conjunction with Union counsel Jeffrey Walsh, Vice President Connolly and your secretary continue to work on this issue on an ongoing basis.

While the wait for government approval is frustrating, the funds derived from the sale of the parking lot are in the bank, earning interest and will not be used for anything else except providing an additional benefit for pensioners.

## SUP BUILDING CORPORATION

The SUP Building Corporation met at Headquarters on June 18, with all Trustees being present. The primary topic for discussion was the lawsuit filed against the Building Corporation by William Lawson under the Americans with Disabilities Act (ADA) and the California State Unruh Civil Rights Act. This matter was previously reported on in the February, March and April issues of the *West Coast Sailors*.

The Trustees were briefed on the status of the suit by Frank Conway of the law firm of Lynch, Gilardi and Grummer, retained by the Corporation to defend our interests. Mr. Conway stated that the plaintiff's attorney had focused on handicapped access to the third floor auditorium, handicapped accessible restrooms on the third floor, plus monetary damages for the incident plus attorney's fees.

Mr. Conway suggested and the Trustees unanimously concurred that the best and least costly way to settle this matter was in mediation. After much discussion, a motion was passed to authorize your secretary to settle the suit in mediation and to convene another Building Corporation meeting to determine further action.

It should be noted that Systems XIX, Inc./Maritime Hall Productions, which leases the auditorium on a month-to-month basis, where the alleged ADA violation occurred, is also a defendant in this lawsuit. The Building Corporation has filed a claim against this outfit and its insurance carrier for failing to live up to the terms of the lease with the Building Corporation by complying with all federal, state, and city laws including the ADA.

## LAWSUIT MEDIATION

On June 26, attended a mediation on the lawsuit previously mentioned at the San Francisco law offices of Richard Jaeger, Mediator.

At the mediation, the plaintiff's attorneys took the position that no settlement could be negotiated without implementation of some form of handicapped access to the third floor. One alternative suggested was to eliminate altogether the public accommodation on the third floor by shutting down Systems XIX. For access to the third floor, plaintiff's attorneys and access consultant suggested either (1) an "Article 15" handicapped el-

## President's Report continued

evator, commonly known as a "limited use, limited access" device on "LULA" or (2) retrofitting the exiting construction hoist on the east side of the Headquarters building for handicapped access. The following issues were also discussed at the mediation:

According to the plaintiff's access consultant, Jonathan Adler, California is the only state that permits LULAs (which are typically limited to residential use) to be retrofitted for commercial use. Mr. Adler said Jim Meyer, Director of State of California Department of Industrial Relations, Division of Occupational Safety and Health, Elevator Safety Section advised him that special access lifts are permitted in commercial structures for access up to a maximum of 50 feet. Since the distance to the roof of the building is only 40 feet, Mr. Adler suggested a 12-inch mechanical pit and wire rope pulley system, as less expensive than a standard elevator. Mr. Adler admitted that he has never installed a LULA but estimated the cost at approximately \$70,000. The only LULA manufacturers he was aware of are Dawn Elevator Company (San Francisco) and Maxibility (Berkeley).

The Building Corporation's access consultant, Glenn W. Strong, was not aware of any manufacturers of LULAs, and had recently been to a construction conference where he spoke to representatives of major elevator manufacturers such as Schindler and Otis, none of whom were aware of these devices for commercial use. Mr. Strong will look into the manufacturers suggested by plaintiff and evaluate the feasibility of this device from a construction and cost perspective.

Mr. Strong spoke with Cabrillo Hoist, Inc. in Carson, California. Apparently, Cabrillo purchased Bymac, Inc., the San Jose manufacturers of the construction hoist installed by Systems XIX. Cabrillo destroyed all existing Bymac inventory and no longer services these hoists or manufactures component parts. Mr. Hughston, owner of System XIX, Inc., claimed that most of the parts for the hoist are standard components that could be purchased from other sources. Mr. Hughston will look into the feasibility of retrofitting the hoist for handicapped access purposes.

Apparently, Cal OSHA "red-tagged" the hoist on April 30, 2001, thereby prohibiting further use of the hoist until it has been "drop tested" and approved by Cal OSHA for continued use.

The parties agreed modification to the third floor men's and women's bathrooms for handicapped access in readily achievable. However, neither your secretary nor Systems XIX was prepared to commit to begin making handicapped access alternations until the issue of third floor access is resolved.

At the suggestion of the mediator, we did not discuss allocation of the cost of any handicapped access remediation work, which shall be discussed only in the event we are successful in structuring a settlement with plaintiff. The mediation brief prepared by our attorneys made clear the Building corporation's position that it holds Systems XIX responsible for the entire cost.

The next mediation session is scheduled for August 17.

### ARIANA LYNN V. SUP

On June 12, the Union was notified by the San Francisco offices of the National Labor Relations Board (NLRB) and the U.S. Equal Employment Opportunity Commission (EEOC) that member Ariana Lynn had filed charges against the Union.

The NLRB charge, which was served on San Francisco Business Agent Bill Henneberry, alleges that the Union breached its duty of fair representation by failing to pursue grievances over the termination of Ms. Lynn as O.S. from the *USNS Shugart* and the *USNS Seay*.

The EEOC charge was served on your secretary and alleges that, due to her contention that she was not fairly represented, she has been discriminated against because of her sex in violation of Title VII of the Civil Rights Act of 1964.

The SUP disputes both charges and is in the process of responding to both government agencies.

Similar charges were filed against Patriot Contract Services.

Will keep the membership informed on the outcome of these cases.

## TRAINING

### STCW

Last month sent letters to all members whose Headquarters records indicate have not taken STCW 95 training. All hands are reminded that the deadline for full compliance with the amended international STCW (Standards of Training, Certification and Watchkeeping) convention is six-and-one-half months away.

In order to continue sailing after February 1, 2002, you must have an STCW 95 certificate.

Members who do not hold an STCW 95 certificate should enroll in one of the training sessions scheduled for this year. A complete schedule for the five-day training course will be printed in this month's *West Coast Sailors*.

Applications to attend STCW 95 classes at the SUP/Training Resources Ltd. site in San Diego are available at every SUP hall, the SUP Welfare Plan, and on the internet at [www.sailors.org](http://www.sailors.org).

There is no cost to any SUP member who takes this necessary training: just his or her time. Tuition, transportation, lodging and subsistence expenses are borne by the SUP Welfare Plan's Training Fund. the reimbursement policy will be published in the July issue of the *West Coast Sailors*.

### LMSR

Members interested in working the Large Medium Speed Roll-On/Roll-Off

(LMSR) vessels operated by Patriot Contract Services for the Military Sealift Command must take the 11-day, MSC-required training at the SUP Training Resources Ltd. site in San Diego. Those contemplating taking this training should be physically fit and have a clean record (no felonies or misdemeanor convictions for domestic violence). In addition, members desiring to take the training are required to first sign a letter of commitment agreeing

to serve in these vessels for a period of at least two, four-month assignments, and/or if service is requested by the Union in order to fulfill our contractual obligations. This training is costly and will not be wasted on those who are not committed. It should also be noted that members dispatched to LMSRs are expected to complete their assignments (of at least four and up to six months).

Applications for LMSR training are available at every SUP hall and the SUP Welfare Plan. All questions regarding individual eligibility should referred to Rich Reed, Welfare Plan Representative, or Dave Connolly, Vice-President.

## QUARTERLY FINANCE COMMITTEE

In accordance with Article XVII, Section 2, of the SUP Constitution, a Quarterly Finance Committee shall be elected at today's Headquarters' meeting to review the finances of the Union for the second quarter of 2001, and report back to the membership at the August coast-wise meetings.

In the event the Committee cannot be filled today, recommend that when the quarterly audit is completed, which will be in about three weeks, necessary Committee members be shipped off the hiring hall deck as per past practice. The Quarterly Finance Committee will turn-to on Friday, August 11, at 9:00 A.M.

## ACTION TAKEN

M/S to ratify the wage increases in the LMSRs. Carried unanimously.

Quarterly Finance Committee election: Frank Portanier, Paul Fuentes, Arthur Thanash, Mark Pfaff, and Sonny Cooper.

M/S to accept the balance of the President's report. Carried unanimously.

*Gunnar Lundeberg*

# Vice President's Report

July 2001

## PACIFIC COAST TRAINING CONSORTIUM

On behalf of the SUP and the MFOW, and along with SUP Seattle Branch Agent Vince O'Halloran, I attended another meeting of this group of maritime labor unions in Seattle on July 11. The purpose this time was to discuss the direction of the Consortium following the recent rejection of our grant application by the Department of Labor. The application was for 2.1 million dollars to help finance BST training of present members. The reasons for the rejection are still unclear, but the awards highlight a strong government bias in favor of the licensed mariners of the U.S. Merchant Marine. The federal academy at King's Point, for example, will receive 48 million tax dollars during the next budget cycle. The six state academies will be the grateful recipients of many millions more. The Maritime Administration recently wasted tens of millions of dollars on a school ship for the Massachusetts Maritime Academy that had to be scrapped before the first cadet stepped aboard. All this for an academy system that by its own admission no longer focuses on the industry it was created to serve. (The nation's maritime academies place less than 5% of their graduates in seagoing jobs.) Meanwhile, the manning crisis continues and unlicensed seamen must either fund the required training themselves, suck up to the companies, or depend on their unions. Let it be clear that while the academy infrastructure burns taxpayer dollars training mates and engineers for cubicles in Silicon Valley and Washington, D.C., the SUP will do as it has always done—invest in those who go to sea for a living. The Consortium will continue to seek new state and local funding to help keep our memberships employed.

### STCW

All hands are reminded again to enroll in Basic Safety Training, the training required for the U.S. Coast Guard issuance of the STCW '95. As everyone knows by now,

the U.S. Merchant Marine's own Y2K arrives on February 1, 2002, when all hands must be able to produce the Coast Guard STCW 95. If you have not taken the training yet, and you plan to keep sailing, then enroll for BST now. There is no cost for eligible members; arrangements can be made by calling Rich Reed at 1-800-796-8003. If you have taken the training, but have not yet presented your certificates to the Coast Guard for issuance of the STCW '95, (the one with the picture on it) you must do so before February 1, 2002. Also, if you're planning to sit for a license, submit your application to the Coast Guard before that same date to avoid new requirements.

### OPERATION BRIGHT STAR

In mid-August the Military Sealift Command will activate four LMSRs for participation in Operation Bright Star. The USNS Seay and the USNS Piliilau as well as two of the conversion ships are expected to take part in the exercise. All hands that have taken the training should make themselves available for this important work.

### FOSS FLEX TANKERMAN HOLIDAYS

The new Foss agreement inadvertently omitted specific holiday provisions for the newly created flex tankerman position. Following discussion with Foss delegates Tom Tynan and Mike Worth, the flex tankermen themselves, (Alex Castillo and Clyde Wylie), as well as others in the unit, I met with Ern Russell about the problem. After exchanging draft language, we reached an agreement on Friday, July 12, 2001. Essentially, flex tankermen will be paid eight hours of overtime if required to work the holiday, or will receive the same number of paid days in the monthly guarantee but the required number of days worked will be reduced by one day for each holiday in the month. Gunnar Lundeberg will present the full Memorandum of Understanding for membership approval at the August meetings.

*Dave Connolly*

# SUP Branch Reports

## Seattle

June 18, 2001

Shipped during the period: 1 Bosun taken by an A-card; 8 ABs filled by 1 B-card to a relief job; 1B, 2 C's and 1 D for USNS ships; 1 B and 2 C's to RRF breakout run in San Francisco; 26 standby jobs were shipped and filled by 6 A, 9 B, 4 C, 6 D and 1 MFU member; for a total of 35 jobs shipped.

Registration for the period: 5 A-cards for a total of 29; 1 B for 20; 4 C's for 15 members registered for shipping.

### Ships checked

*APL Korea*, Captain Londagin had the highest praise for Bosun Sal Rauf and the gang, hard work for good money on this one. *President Polk*, Dennis Sparta boarded as acting agent, lashing gear beef to be settled at Headquarters otherwise Bosun Joe McDonald firmly in control. *APL Thailand*, disputed penalty meal hour settled to the gang's satisfaction. *R.J. Pfeiffer*, *Kauai*, *Maui*, all running smoothly. Rigging loft: When members are dispatched to standby work they shall work under the direction of the rigging loft bosun and duties shall include, but are not limited to, going aloft, rigging and working on a bosun's chair and spray painting. Don't throw in if you cannot perform this work.

In regards to the Deep Sea Fishermen's Union and their loss of moorage at Fisherman's terminal, the SUP convened a meeting with Seattle Mayor Paul Schell and John Bruce from the DSFU, Scott Reid, president of ILWU 19, Don Marcus vice president of MMP, and Bob Gilmore, president of ILWU 9. The Mayor listened to our concerns and promised to intervene. A few days later the port commissioners agreed to table the issue until the fishing season ends and everyone's voice can be heard. For that we thank the Mayor heartily.

During a week of vacation, I attended STCW classes at our training site in San Diego. Many mariners outside of the SUP

are scrambling to find available class openings before February 2001. No small thanks should go to Gunnar Lundeberg for his foresight in recognizing the need for our own school and to Jack Mannering along with Ray Addicott for their hard work in putting it all together. Without this school a lot of seagoing careers would have been grounded!

Vince O'Halloran  
Port Agent

## Wilmington

June 18, 2001

Shipped the following during the period: 3 bosuns, 17 ABs, 6 AB Maints. 3 OSs, and 88 standbys for a total of 117 jobs.

Registration stands at 55 A cards, 27 B cards, 13 C cards and 10 D cards.

### Ships checked

*Manulani*, *Ewa*, *Singapore*, *Maui*, *President Wilson*, *Lurline*, *President Truman*, *President Grant* (captain gave me a tour), *President Polk*, *President Jackson*, *Mokihana* (stores beef — Arrived in San Pedro with empty meat and produce vans. No excuse for this company's belly robbing!), *Lihue* (back from the yard — gang went way above and beyond the call of duty on post yard clean up), *APL Korea*, *Pfeiffer* (on its way to Chinese shipyard), and the *President Kennedy*.

Gunnar Lundeberg attended the meeting, read his report and answered many questions from the rank-and-file. On May 21, attended my first Los Angeles County Federation of Labor meeting. We need two more delegates. If anyone is interested, see me. You must be a member in good standing.

Attended the Harry Bridges Institute meetings on May 6 and May 23. We have a schedule of events for the Harry Bridges Centennial Celebration available for members at the hall. The SUP will march over the Vincent Thomas Bridge in the July 28 parade. After the parade, we will

be at an information booth at the passenger terminal. Volunteers are needed.

Harbor City Dental remained Union thanks to the support of the SUP, MFOW, ILWU and many other unions. A new contract has been signed with a 5% wage increase. The office workers have expressed their appreciation for our efforts on their behalf.

The Harbor Labor coalition is gearing up for this year's Labor Day parade on September 3. I urge members to help and attend.

Mark Hurley  
Branch Agent

## Honolulu

June 18, 2001

During the month of May, shipped the following: 1 bosun return, 8 ABs, 3 AB reliefs, and 2 OSs; filled by 6 A members, 5 B members, and 3 C members. Also shipped 33 casual standby jobs. These jobs were filled by 1 A member, 12 B members, 5 C members, and 15 D registrants. A total of 47 jobs were dispatched in May.

Registered 9 A members, 7 B members, 3 C members and 3 D registrants. Today we have 10 A members, 13 B members, 6 C members and 6 D registrants for a total of 35.

### Ships checked

*Maui*, *Lurline*, *Chief Gadao*, *R.J. Pfeiffer*, *Matsonia*, *Lihue*, *Kauai*, *Manulani* and *Ewa*. All with few or no problems. Paint and rigging gang running smoothly with George Lua as bosun.

*USNS Mendonca* arrived in Pearl harbor en route to Korea. Captain running a tight ship. Few clarifications and store problems. Sailors hung tough together and all sailed her out-bound.

On May 31, represented the SUP at Congressman Neil Abercrombie's birthday banquet. On June 14 assisted at the Hawaii Port Council Annual Golf Tour-

nament which raises money for scholarships for maritime union members children. The SUP team (Weisbarth, Phillips and Komoto) did quite well, all winning prizes.

Mike Duvall  
Branch Agent

## Norfolk Office

June 2001

Shipping slowed down in the month of June. Shipped 3 ABs and 1 OS. Jobs were filled by 3-Ds and 1-C.

On June 24 I went to New Orleans to be on hand for the crewing of the new *USNS Pililaau*. Bosun Jim Bailey is doing a fine job; deck delegate Sonny Sternbach also getting squared away. Good Gang both top and bottom.

I also made the *Chevron Arizona*, in Pascagoula; Mike Fox bosun, Bill Gulley, chief steward, in very good shape.

I checked all LMSR Ships in the Norfolk area and found them in good shape. The *USNS Fisher* was towed to Baltimore and will go to shipyard. The word I hear from Patriot's consultant, John Howe, is that four ships are to take part in operation: *Bright Star* in mid August, the *USNS Seay*, *USNS Pililaau*, and two of the older ships to be determined some time this month. This will be a big operation to test all the skills of the LMSR ships.

Registered for shipping: 3 C cards and 3 D cards.

Jack Stasko  
SUP/MFOW Union Rep.

### SUP members join pension ranks

The following SUP members joined the rank of pensioners, bringing the total number of SUP members now receiving a pension to 1060:

**Milton Jackson**, 56, Permit No. 18267, joined SUP in 1989, 10 years of seetime, disability pension.

**Anthony Reynolds**, 61, Book No. 3173, joined SUP in 1959, 25 years of seetime, basic pension.

**Matthew Russo**, 68, Book No. 3114, joined SUP in 1951, 34 years of seetime, basic pension.

## San Francisco Business Agent

July 9, 2001

**Chief Gadao** - Trev Motlow, delegate: Things settled down on this very fine vessel during the STCW captain's trip off.

**Kauai** - Archie Bickford, delegate: Checked our OK.

**Mahimahi** - Tom Larkin finished up his time and Tony Montoya is the new delegate. Mate failed to washdown leaving the Far East, taken up with the company.

**Manoa** - Ivar Thorbjornson, delegate: Chris Bright back as bosun. Up the coast from Los Angeles in good shape. checked out the stores situation with the chief steward and was assured that there was sufficient food for the trip.

**Matsonia** - James Meador, delegate: Routine.

**Maui** - Bob Strabbing, delegate: Jim Clay is the new bosun. Some serious misunderstandings on this ship; squared her away for a fresh start.

**Mokihana** - Charles Mohun finished up his time and turned the sheets over to Dean Smith. Continuing beef over sufficient food for the crew and suitable linens and towels. We will continue to pur-

sue these issues both here and in Wilmington. Joe Piscopo, bosun.

**Moku Pahu** - Audra Tasa, delegate: OK.

**R.J. Pfeiffer** - Frank Faraola, delegate: This ship made a trip down to Los Angeles to pick a load from the *Lurline* and then headed on to the shipyard in China.

**San Francisco Bar Pilots** - Tom Koppel relieving steward after just serving as delegate on the *Chief Gadao*.

Election was held for Bar Pilots' delegate and Peter Johnsson is the new delegate.

**Foss Maritime** - Tom Tynan and Mike Worth co-delegate: Routine.

**Chevron Colorado** - Kingsly Baidoo is back on the shore gang at the Long Wharf. Will Williamson is the new delegate.

**Chevron Mississippi** - Bert Burris, delegate: Scott Oliphant, bosun: Check out OK at the Long Wharf.

**Chevron Washington** - This ship just finished up her yard period. Kim Hoogendam replaced brother Nick as bosun. In at the Richmond Long Wharf.

**Chevron Dock** - Rick Wilson, Bosun: In good shape.

**Ready Reserve Fleet-Alameda** - Danny Foster, delegate: Good shape.

**ASM Shore Gang** - Norman Kwak, delegate: All OK.

**President Adams** - Desmond Johnson, delegate: Joe Eckert is the new bosun.

**President Grant** - Ted Ochoa, delegate: Running smoothly.

**President Jackson** - Dennis Tinsley, delegate: Routine.

**President Kennedy** - Lee Dancer finished up and turned the sheets over to John Gabourel. Disputed pay for holiday in Yokohama not payable. Otherwise in good shape. Bruce Thompson, bosun.

**President Polk** - Bert Genita, delegate: No problems.

**President Truman** - Lou Frazier took over the sheets from Ernie Stimach who took his trip off. Roland Gerbacio is bosun.

**President Wilson** - Mick McHenry got off in Los Angeles, time up. Teo Rojas is the new delegate. Clean payoff after a good trip. Few minor clarifications.

Bill Henneberry

### Dispatcher's Report Hdqtrs.—June 2001

<b>Deck</b>	
<b>Bosun</b> .....	5
<b>Carpenter</b> .....	0
<b>MM</b> .....	3
<b>AB</b> .....	16
<b>OS</b> .....	2
<b>Standby</b> .....	41
<b>Total Deck Jobs Shipped</b> .....	67
<b>Total Deck B, C, D Shipped</b> .....	6
<b>Engine/Steward</b>	
<b>QMED</b> .....	0
<b>Pumpman</b> .....	0
<b>Oiler</b> .....	0
<b>Wiper</b> .....	0
<b>Steward</b> .....	0
<b>Cook</b> .....	0
<b>Messman</b> .....	0
<b>Total E&amp;S Jobs Shipped</b> .....	0
<b>Total E&amp;S B, C, D Shipped</b> .....	0
<b>Total Jobs Shipped - All Depts.</b> ....	67
<b>Total B, C, D Shipped-All Depts.</b> ...	6
<b>Total Registered "A"</b> .....	85
<b>Total Registered "B"</b> .....	76
<b>Total Registered "C"</b> .....	10
<b>Total Registered "D"</b> .....	9