

West Coast Sailors

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USCG issues final rule ensuring free ship access for mariners

The Coast Guard this month published a final rule requiring facility owners and operators to ensure free access between ship and shore to seafarers, pilots and representatives of seamen's welfare and labor organizations.

The rule is the result of years of work by maritime attorney and Masters, Mates & Pilots (MM&P) Vice President George Quick, who shepherded the measure from legislation through agency regulatory channels.

"We finally have the Seafarer Terminal Access legislation implemented in a rule by the USCG after years of work," Quick said.

Maritime labor has fought for the free access rule since the beginning of the security changes implemented after 9/11, as part of the Maritime Transportation Security Act of 2002 (MTSA). The process took over ten years. The new rule is expected to have a positive impact on the working conditions of mariners in every U.S. port. Specifically, it requires each MTSA-regulated facility to "provide a system for seamen assigned to a vessel at that facility, pilots, and representatives of seamen's welfare and labor or-

ganizations to board and depart the vessel through the facility in a timely manner at no cost to the individual."

Under the rule, access procedures must be documented in each vessel's Facility Security Plan and approved by the local Captain of the Port. In particular, no facility owner or operator shall deny or make it impractical for seafarers to transit the facility.

Within 14 months of April 1, the publication date of the final rule, each terminal must implement a system for providing "timely" access to and from a vessel moored at the facility and the facility gate at no charge.

Timely access means the facility owner or operator must provide the access "without unreasonable delay," subject to review by the Captain of the Port, and by taking into account the length of time the vessel is in port, the distance of egress/ingress between the vessel and facility gate, and other factors specific to the vessel or facility.

The facility owner or operator must ensure that access is provided through one or more of the following methods: regularly scheduled escort between the vessel and the facility gate that conforms to the vessel's watch schedule as agreed upon between the vessel and facility; an on-call escort between the vessel and the facility gate; arrangements with taxi services or other transportation services, ensuring that any costs for providing the access described in this section, above the service's standard fees charged to any customer, are not charged to the individual to whom such access is provided.

If a facility provides arrangements with taxi services or other transportation services as the only method for providing the access described in this section,

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Record numbers in Congress advocate full MSP support

A broad and varied group of Senators and Representatives have urged their colleagues in key Congressional committees to support the maximum authorized funding level for the nation's premier seagoing transportation system known as the Maritime Security Program (MSP). Coming within days of the President's uncommon proposal to fully fund MSP, the letter's unequivocal language of support, as well as the numbers and diversity of the signers, indicate some political momentum for the program.

Although MSP is already authorized until 2025, the money to fund it must be allocated on an annual basis through the appropriations process. This year's appropriations support letter has a record 108 members signing in the House, up from 87 last year. On the other side of Capitol Hill, 27 Senators have so far joined and put down their names, two more than last year.

Addressing the chairs of the Senate and House Subcommittees on Transportation, Housing and Urban Development, and Related Agencies, Committee on Appropriations, Representatives Don Young (R-AK), Barbara Lee (D-CA), Tulsi Gabbard (D-HI) and Pramila Jayapal (D-WA),

among many others wrote: "We are writing to request that \$300 million for the Maritime Security Program (MSP) be included when you develop your fiscal year 2020 transportation appropriations bill."

Working "across the aisle" Representatives Bradley Byrne (R-AL), Rob Wittman (R-VA), Alan Lowenthal (D-CA) and Alexandra Ocasio-Cortez (D-NY), all joined to say that MSP is a "public-private partnership... whereby the Department of Defense (DOD) is provided assured access to privately owned commercial shipping assets, related global intermodal systems, and the active pool of U.S. citizen mariners necessary to support America's defense objectives around the world."

In the Senate, Maria Cantwell (D-WA), joined Kamala Harris (D-CA), Kirsten Gillibrand (D-NY) and Thom Tillis (R-NC) and many others to endorse the notion that "MSP is a vital component of our military strategic sealift and global response capability. It is designed to ensure that the United States has the U.S.-flag commercial sealift capability and trained U.S. citizen merchant mariners available in times of war or national emergencies." Senators Roger Wicker

(R-MS), Mazie Hirono (D-HI), Ron Wyden (D-OR) and Martha McSally (R-AZ), all quote former Secretary of Defense James Mattis affirming these points when he said, "As small as our Merchant Marine may be today, it is absolutely essential. It's in every war plan that I review, I guarantee you. Because you're going to be the fourth arm of the defense. You're going to sustain our allies and fuel our ships and ferry our warriors."

The request for full funding of MSP comes in the month after the maritime industry descended on Capitol Hill in a well-organized effort to highlight exactly this issue. Though such bi-partisan support is remarkable among the entrenched ideologies of Washington today, the appropriations request remains nevertheless subject to the unpredictable forces of budget politics.

With numerous undeniable benefits and champions at every level of government, it may be hard to imagine why anyone would oppose the MSP. Since the program's inception more than two decades ago, every U.S. Defense Secretary, U.S. Transportation Command ranking officer and Maritime Administrator has praised MSP as an essential component of the national defense.

APL GUAM involved in triple collision

The Union was informed on March 21 by APL management that the *APL Guam* had sustained damages in a collision involving two other ships in Tokyo Bay. There were no physical injuries reported.

According to AIS tracks, the three ships involved were all container ships. The Antigua-flagged *Marcliff* had just departed Yokohama and was bound for Nagoya when she collided with the *APL Guam*. The *APL Guam* was apparently underway at a slow speed with a pilot on board in the

anchorage area. After separating from *APL Guam*, *Marcliff* then collided with the Liberian-flagged *Hansa Steinburg* at anchor. (Photos, page 2.) There was no evidence of environmental damage.

An investigation began almost immediately by the U.S. Coast Guard and Japanese authorities. The Coast Guard investigation is ongoing. At the same time APL opened an inquiry including interviews of crew which is also pending results.

The Union was notified on March 27, that the *APL Guam*

was alongside the dock in Yokohama and all cargo had been offloaded. Temporary repairs were completed on April 3, and then the ship departed for extensive repairs in a shipyard in Shanghai.

APL Guam unlicensed crew is composed of members of the SIU-Pacific District including by members of the Sailors' Union of the Pacific on deck. The Union on request provided health and welfare informational assistance to members and has launched its own investigation.

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SUP Vice President Matt Henning with the SUP crew after a Union meeting aboard the Cape Vincent part of the nation's Ready Reserve Force in Reduced Operating Status (ROS) at Orange, Texas, in late March. From the left: OS Alex Sapien, OS Johnny Rivera, Bosun Forbes Gumapac and Henning. The Cape Vincent is operated by SUP-contracted Patriot Contract Services.

Free ship access for mariners

continued from page 1

the facility is responsible for paying any fees for transit within the facility.

The facility is also required to make arrangements with seafarers' labor and welfare organizations to facilitate access; provide monitored pedestrian access routes between the vessel and facility gate; provide a method approved by the Captain of the Port.

The facility owner or operator must provide the access at no cost to the individual to whom such access is provided.

The SUP, consistent with a century-long tradition of advocacy to freely join and depart ships, was an early advocate of the principles built into the rule. Testifying at regional hearings in advance of MTSA implementation and filing papers to the rulemaking docket, the Union made the issue a central component to its position on MTSA.

Dave Connolly, author of the SUP position paper and spokesperson at the MTSA hearings called it "a victory for sailors. We wanted to be sure that ship and terminal owners didn't use the new security regime as an excuse to fulfill a cost cutting wish list and wrongly restrict sailors to ship. It took forever—but depending on enforcement—we won."

The terminal operator must also document the facility's system for providing access under the rule.

This documentation must include: location of transit area(s) used for providing access; duties and number of facility personnel assigned to each duty associated with providing access; methods of escorting and/or monitoring individuals transit-

ing through the facility; agreements or arrangements between the facility and private parties, nonprofit organizations, or other parties, to facilitate access; maximum length of time an individual would wait for the access, based on the provided access method(s).

If an access method relies on a third party, a backup access method that will be used if the third party is unable to or does not provide the required access in any instance must be provided by the owner or operator. The owner or operator must ensure that the access required is actually provided in all instances.

"We are very pleased that the USCG's final rule comprehensively addresses the serious terminal access problems that have made life difficult for seafarers for far too long," said MM&P Vice President George Quick.

"Let us hope we see it implemented widely and effectively enforced."

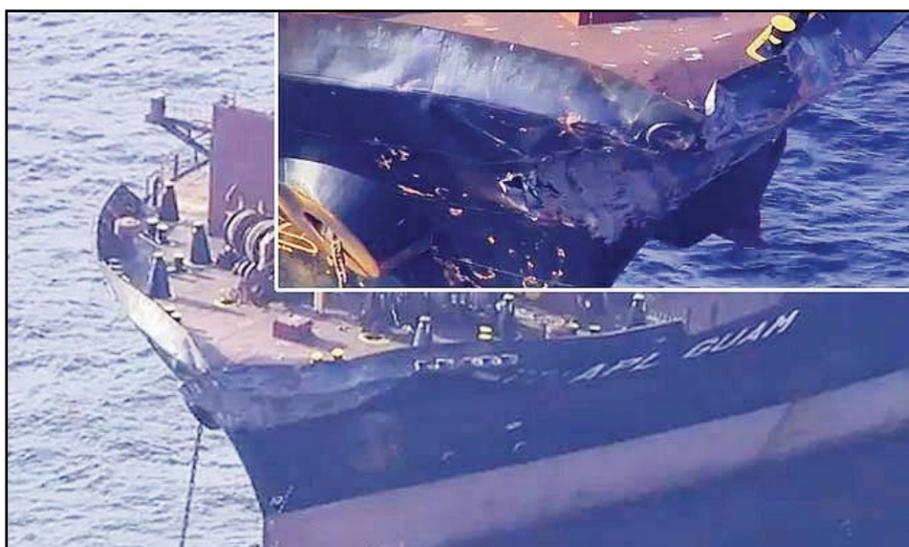
Former National President of the Inlandboatmen's Union dies

Alan Coté, former national president of the Inlandboatmen's Union (IBU), died on April 5. He was 61 years old.

He was first elected as the IBU's national president in 2005 and was re-elected to successive terms in office until 2017. IBU is the marine division of the International Longshore and Warehouse Union (ILWU). Coté served on the ILWU's International Executive Board for a total of four terms, from 2006 to 2018. He also served as president and secretary-treasurer of the Puget Sound Maritime Trades Council.

He never hesitated to speak out on issues that included safety, fatigue and fair working conditions, and will be remembered for his powerful advocacy for IBU members, maritime workers in general and America's working families.

"Alan Coté was a friend of the Sailors' Union. His sudden loss was a shock to maritime labor up and down the Coast. Besides grieving family and friends, he leaves behind a legacy of dedication to the trade union principles of equality, honesty, and action," said SUP President Dave Connolly.



APL Guam after colliding with Marcliff in Tokyo Bay. No injuries reported. (Story on page 1.)

SUP Meetings

These are the dates for the regularly scheduled SUP meetings in 2019:

	Hdqtrs.	Branch
May	13	20
June	10	17
July	8	15
August	12	19
September	9	16
October	Tues 15	21
November	Tues 12	18
December	9	16

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Maritime leaders in Congress want “key role” for U.S. mariners in LNG exports to China

Congressman John Garamendi (D-CA) and Senator Roger Wicker (R-MS) are urging the Trump administration to ensure that U.S.-flagged and U.S.-citizen-crewed vessels play a significant role in the transport to China of liquefied natural gas (LNG) exports.

There have been reports that an agreement between the United States and China to end their reciprocal retaliatory tariff regimes will include a commitment by China to buy U.S. LNG.

“Without your personal attention in these trade negotiations, American LNG and crude oil exports will almost certainly be on foreign-flag vessels operated by foreign crews,” Garamendi and Wicker wrote in the letter to U.S. Trade Representative Robert Lighthizer, Treasury Secretary Steven Mnuchin and Commerce Secretary Wilbur Ross Jr.

“America is on pace to be the third largest producer of LNG exports by 2020,” Garamendi says.

“If we don’t use these trade negotiations to require our LNG exports to ship on U.S. vessels, the United States will continue exporting its LNG on foreign-flagged ships manned by foreign crews.”

He noted that our country’s international fleet has fallen by 60% since 1991, to just 80 ships.

“These negotiations give us the opportunity to reenergize American shipyards and rebuild our nation’s dwindling merchant fleet, which provides a vital economic stimulus and critical sealift

capacity for our military.”

“I look forward to establishing a dialogue with the administration on this matter, and I thank Senator Wicker for leading the effort in the Senate to grow the U.S.-flag fleet.”

“The United States should seize every opportunity to bolster our domestic maritime industry,” Wicker said.

“As we pursue stronger trade agreements with China and other nations, I urge the administration to consider supporting the American merchant marine fleet by requiring liquid natural gas and crude oil exports be transported by U.S.-flagged and crewed vessels.”

In the last Congress, Wicker and Garamendi introduced the “Energizing American Shipbuilding Act.”

The legislation would guarantee that fixed percentages of all exported LNG and crude oil would travel on U.S.-built,-crewed and -flagged vessels starting in 2025.

If enacted, the proposal would increase the size of the U.S.-flag fleet and support thousands of new jobs for American mariners, shipyard workers and people throughout the domestic maritime industry.

Wicker and Garamendi plan to reintroduce the bill this Congress.

The United States is expected to become the world’s third-largest producer of LNG for export by 2020 and crude oil exports are expected to reach 3.64 million barrels per day by 2025, according to the Energy Information Administration.

Port of Seattle Terminal 5 improvement project passes

The Northwest Seaport Alliance (NWSA) authorized on April 2, by an 8-2 vote a more than \$300 million infrastructure improvement project at the Port of Seattle’s Terminal 5 to facilitate growth in international marine cargo in the Seattle Harbor.

NWSA also approved a 32-year lease agreement with SSA Terminals LLC (SSAT) – a joint venture owned by SSA Terminals and Total Investment Limited Sàrl (TIL) – which will begin operating at the terminal once the first phase of construction is complete in 2021. The ports will spend about \$340 million for the first phase of the redevelopment and SSAT is expected to add \$140 million, King 5 News reported.

The lease term can be extended by mutual consent for two additional five-year terms.

The first phase of the project calls for 65 acres of rentable area, which can be expanded to 158.9 acres after the second phase of expansion. The lessee is responsible for four new cranes capable of working ultra large container vessels (ULCV) in both of the two phases. The lessee also will be responsible for bringing four of the six Port of Seattle-owned cranes at Terminal 5 back into service.

“The modernization of Terminal 5 represents a transformative investment in our region to support our state’s economy,” said Stephanie Bowman, Port of Seattle commission president and co-chair of the NWSA. “These actions will ensure robust and competitive marine cargo and maritime industrial activities in our harbor for the next 30 years, sustaining and creating family-wage jobs and economic opportunity for the region.”

The investment is expected to result in 6,600 new direct jobs and more than \$2 billion in business activity, NWSA said. NWSA is expected to reach nearly 7 million TEUs in containerized cargo handled yearly by 2050 with a modernized Terminal 5, which is 1.6 million TEUs more than without the expansion, the alliance said.

“Terminal 5 will be able to handle the largest marine cargo vessels now being deployed in the Asia-Pacific trade route quickly and efficiently, providing a critical link for Washington state exports to Asian markets, both for agricultural products such as hay, apples and potatoes, as well as containerized cargo for customers such as PACCAR and Starbucks,” said Clare Petrich, Port of Tacoma commission president and co-chair of the NWSA.

The current lease at Terminal 18 will be amended to introduce conditional consent for the lease to be assigned to SSAT and waive the rail fee. The current Terminal 46 lease with TTI will terminate early, which will allow international container cargo to be realigned to Terminal 18. Matson’s Hawai’i service will relocate to Terminal 5’s south berth while the north berth is under construction, which will create additional room for international container cargo at Terminal 30. The *Kaimana Hila*, Matson’s newest Aloha-class containership, is scheduled to call at Terminal 5 in early May.



New cranes for new ships

Matson Navigation Company has received three new 65 long-ton capacity gantry cranes at its Honolulu hub terminal at Sand Island. The biggest ship-to-shore container cranes to be deployed at any commercial harbor in Hawai’i, the cranes arrived aboard a special heavy-lift vessel on April 13. Matson’s acquisition of the new cranes, along with the upgrading of three existing cranes and other improvements, is part of a multi-year \$60 million terminal expansion and modernization project at its hub that is tied to the deployment of four new ships – *Daniel K. Inouye*, *Kaimana Hila*, *Lurline* and *Matsonia*. Other improvements include refurbishment of three existing cranes, upgrades to the electrical grid into piers 51A and B when Pasha moves to new Kapalama facility.

Built for Matson by Mitsui Engineering & Shipbuilding, the new cranes weigh approximately 1,290 tons each and will have greater lifting capacity, height and reach than existing cranes, which will enable full service of Matson’s new, larger ships.

The new cranes are expected to go into service in the third quarter of this year, after the removal of structural bracing installed for the cranes’ ocean delivery, extensive testing of each crane’s main functions and technology, certification with various weights and the final commissioning of each crane. Matson’s Honolulu terminal is its only wholly owned facility.

Pelosi: no vote on new NAFTA until Mexico changes labor laws

Speaker Nancy Pelosi indicated on April 2, the House will not consider President Trump’s new North American trade pact until after Mexico has passed and implemented its major labor law reforms.

In an interview with POLITICO Playbook, the California Democrat explained that Mexico must pass labor law reforms required under the replacement deal for NAFTA – and she wants to see the implementation before the House considers backing the new deal, a top Trump administration legislative priority. “Unless you do this, we can’t even consider it. ... We have to see that [Mexico passes] the legislation, that they have the factors in place that will make sure it’s implemented and they demonstrate some commitments in sincerity, because it’s a big issue how workers are treated in Mexico,” she said.

Pelosi’s comments are her clearest indication yet the deal will not face a quick vote in Congress, despite the Trump administration’s desire to get it passed by summer. In recent months, the administration has been increasing its efforts to get the U.S.-Mexico-Canada (USMCA) Agreement passed before the 2020 election campaigns go into full swing.

Some House Democrats have already expressed a desire to reopen the agreement to make changes tied to the enforcement of its labor and environmental standards. Democrats also have expressed concern about provisions they say could lock in high prescription drug prices.

Pelosi indicated that she agrees changes must be made to the text of USMCA to ensure it is enforceable. “We’re saying that enforcement has to be in the treaty, not in the implementing legislation,” she

said. Implementing legislation, the bill that Congress passes to enact a trade deal, “only bears on how we act. It doesn’t have to bear on how all three countries act,” she explained. Pelosi began to say that she is optimistic before saying, “it’ll take some time.”

“We have to see the evidence of what’s happening, not only that they pass the bill [in Mexico], but that they implement the policy,” she said.

The administration of Mexico’s new populist leader, President Andrés Manuel López Obrador, has indicated it plans to pass the necessary legislation before its Congress goes on recess at the end of April. Still, some lawmakers and U.S. labor leaders are concerned that Mexico will pass a labor law that falls short of its commitments in the new deal.

Lawmakers on both sides of the aisle have been calling for the Trump administration to lift its continued tariffs on imported steel and aluminum from Mexico and Canada. Canadian officials have indicated that the tariffs could complicate ratification of USMCA.

Senate Finance Chairman Chuck Grassley emphasized that there’s a small window to get the agreement passed ahead of the Canadian elections in October and 2020 elections in the United States – a view that conflicts with Pelosi’s position against rushing a vote on USMCA.

USMCA is “a real victory for him. It’s a real campaign promise kept,” Grassley said during a call with reporters. “It’s just time until the president wakes up. I don’t know why it’s taken him so long to realize he’s got a victory at hand. Just take these tariffs off.” (See page 4 for AFL-CIO statement on NAFTA.)

How securing maritime commerce protects U.S. national security

The U.S. maritime transportation system plays a critical role in ensuring American economic prosperity and security, as experts discussed at a March 25 event at Brookings. With 90% of global trade now moving by sea, the demands on our marine transportation system are unprecedented.

Brookings Vice President and Director of the Foreign Policy program Bruce Jones hosted U.S. Coast Guard Vice Admiral Daniel Abel to give a keynote address on the Coast Guard's recently released "Maritime Commerce Strategic Outlook." Admiral Abel highlighted the Coast Guard's three main lines of effort: 1) facilitating lawful trade on secure waterways; 2) modernizing aids to navigation and mariner information systems; and 3) transforming the U.S. Coast Guard capacity, workforce capacity, and partnerships.

Following Admiral Abel's remarks, Jones moderated a conversation between Abel, Congressman John Garamendi (D-CA), Lieutenant General Todd Semonite of the U.S. Army Corps of Engineers, and Jennifer Carpenter of the American Waterways Operators. Jones highlighted three main themes: cyber, climate, and China. The discussants debated the use of advanced technologies to improve efficiency while emphasizing the importance of risk management and cyber vulnerabilities. Acknowledging changing environmental factors and risks to maritime commerce, the panelists discussed the resilience of our waterways and the fact that the Arctic—once thought inaccessible—might open to navigation. The experts debated the future of American shipping and trade given the enormous scale at which China is operating global commercial trade and the country's bearing on ports and port infrastructure. The panelists also discussed the future of U.S. shipbuilding, maritime jobs, and the role of the Jones Act in maritime commerce.



The last SUP crew of the Moku Pahu in Colombo, Sri Lanka, shortly before her final voyage to the breakers in India. From the left: AB Arthur Brosan, AB Joel Tetrault, Bosun Saheer Ali, and delegate AB Randy Cruz.

AFL-CIO announces opposition to NAFTA 2.0 in its current form

The following was excerpted from the statement issued by the AFL-CIO Executive Council on March 15:

For more than a quarter-century, North America's working families have raised our voices for a better trade policy. The defenders of corporate-dominated trade rules too often portray trade as an end in itself. But trade is not an end, it is a means. Trade policy must be judged by whether it leads to a just, inclusive and sustainable economy. An economy that works for all, regardless of race, gender or national origin and that in particular lifts up the most vulnerable. By that measure, the North American Free Trade Agreement (NAFTA), which has driven the outsourcing of so many good jobs, has been a catastrophic failure.

We reaffirm our commitment to labor rights and decent work for workers in all nations. Economic justice cannot be achieved by continuing to give global firms free rein to abuse workers and exploit the environment in a race to the bottom disguised as "free trade." Nor can we allow trade agreements to be vehicles to achieve other corporate agendas that undermine the interests of working people and our families.

This is nowhere more true than in North America, where trade relations are governed by NAFTA. Its key failure was built into its structure: setting up a system of rigged trade, in which global firms could increase profits by transferring production to Mexico where they could take advantage of systemic worker repression, exploiting both U.S. and Mexican workers in the process. By design, NAFTA distorted power relationships in favor of global employers over workers, weakened worker bargaining power and encouraged the de-industrialization of the U.S. economy. NAFTA contains not a single rule to ensure that working people and our employers prosper together, even though its proponents falsely claimed that was the inevitable outcome.

After a quarter-century of this race to the bottom, workers in all three NAFTA countries find it more difficult to form unions and negotiate collective bargaining agreements. We face greater inequality. We face ever more powerful monopolies. And the United States faces a growing trade deficit, despite promises by the Administration to address this imbalance.

The NAFTA renegotiation requires strong labor rights provisions and strong enforcement provisions that as of today are not yet in the agreement. In addition, as the current draft of the new NAFTA recognizes, Mexico must enact and fully and effectively implement reforms to its labor law to end the race to the bottom for workers in all three countries. This will require the upfront guarantee of sufficient resources for enforcement. This must happen before Congress takes up any new NAFTA deal.

We measure the new NAFTA (also known as the United States–Mexico–Canada Agreement or USMCA) against three basic principles. First, the purpose of an economy is to raise living standards and improve the well-being of its citizens. Second, every country has legitimate national interests, and it is the appropriate role of public policy to pursue those interests while not imposing burdens on the people of other countries. Third, a new trade policy should prioritize the public interest, rather than allowing powerful private interests to achieve outsized gains at the expense of the rest of society.

The announcement that NAFTA would be renegotiated raised workers hopes and expectations of a new deal would be founded on these principles. The agreement to date does not meet those expectations.

Most importantly, the new NAFTA does little to stop the continued outsourcing of U.S. jobs to Mexico across all sectors, including aerospace, electronics, appliances, food processing, heating, ventilation and air conditioning (HVAC) products, paint finishing systems and booths, and other manufacturing. For example, it does not prevent U.S. corporations like General Motors or Carrier from closing plants and hurting workers and communities across the supply chain. Provisions like the auto

labor value content requirement, which appear promising on the surface, are actually likely to be ineffective at addressing outsourcing.

The new NAFTA includes some modest improvements. But its labor rules repeat the flaws of past trade agreements. Targeted improvement in labor enforcement is absolutely essential because without it, the agreement's substantive provisions are of little value.

The labor movement has made clear that we need a new deal that makes a real difference in stemming outsourcing and improving workers' lives. Among the changes we have requested are:

- Strengthened labor rules, including explicit reference to International Labor Organization language that clarifies fundamental labor obligations and the elimination of footnotes that make the rules difficult to enforce;
- New and strengthened rules (including rules of origin) for all manufacturing sectors to promote more U.S. domestic content and high-wage production, including the strengthening of the \$16 per hour labor value content rule, rules for rail cars, steel, aluminum and other manufacturing sectors, and appropriate floor wage provisions;
- Strengthened environmental rules and enforcement;
- The elimination of rules that allow foreign investors to continue to use a private justice system (ISDS) to challenge non-discriminatory public interest laws and regulations;
- The removal of rules that undermine strong public interest regulations and chemical safety;
- The removal of provisions that undermine income, health care and pension plans for creative arts workers (Articles 19.17 and 20.89);
- An assurance that the United States, Mexico and Canada may require government contractors to comply with the deal's labor rules (Article 13.7.5);
- An assurance that food labeling (including country-of-origin labeling) that lets families know where and how their food is produced is not a trade violation; and
- The creation of additional tools to address outsourcing, including in the aerospace, auto, baked goods, HVAC, call center and processed meat industries.

We are eager to work with the Administration and Congress to improve trade for working people. However, to support any final deal, we must be confident that it will reduce incentives to outsource, help Mexico eradicate systemic wage suppression and begin creating new, high-wage, high-road jobs in all three countries. We need policies that will make it easier for workers to form a union, both here and abroad. With respect to the aviation sector, open skies agreements must promote fairness and prevent the spread of flag-of-convenience operating schemes that undermine or otherwise violate established labor standards. The labor movement rejects the proposition that we must choose between corporate-dominated trade rules on the one hand and xenophobic economic isolation on the other. Neither is remotely acceptable. It is possible to have trade rules that lift wages and treat all countries fairly.

The NAFTA renegotiation is a chance to improve the lives of working people in the United States, Canada and Mexico, but the AFL-CIO will not support a deal that fails to live up to that promise. The labor movement is united in our judgment that the new NAFTA does not yet meaningfully address what is wrong with the original NAFTA. As a threshold matter, any Congressional consideration of it must wait until Mexico has enacted and fully and effectively implemented labor law reform that ensures that working people are free to join unions and negotiate better wages.

The current effort by the business community to pass the new NAFTA is premature, and if it continues, we will be forced to mobilize to defeat it, just as we mobilized to kill the TransPacific Partnership.

MEMORANDUM OF UNDERSTANDING

between

Sailors' Union of the Pacific and APL Marine Services Ltd.

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of October 1, 2018, between the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, PACIFIC DISTRICT, comprised of the SAILORS' UNION OF THE PACIFIC ("SUP"), the MARINE FIREMEN'S UNION ("MFOW") and the SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS ("SIU-AGLIW") (the "Union"), and APL MARINE SERVICES, LTD. (the "Company").

WHEREAS, the parties hereto have a collective bargaining agreement covering ocean going U.S.-flag vessels, effective October 1, 2015, as amended and supplemented from time-to-time by agreement and/or arbitration awards (the "Offshore Agreement"), of which the expiration date is September 30, 2018;

WHEREAS, the SUP and MFOW have separate collective bargaining agreements covering maintenance operations, effective October 1, 2015, as amended and supplemented from time-to-time by agreement and/or arbitration awards (the "Maintenance Agreements"), of which the expiration dates are September 30, 2018; and

WHEREAS, the parties desire to enter into new agreements in order to provide job security to the Union and uninterrupted operations to the Company;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT

The Offshore Agreement, except as specifically amended herein, together with the additional provisions hereinafter set forth, shall be deemed an amended Offshore Agreement (the "Amended Offshore Agreement") to continue in full force and effect until midnight, **September 30, 2020**, and shall continue from year-to-year thereafter unless either party hereto shall give written notice to the other of its desire to amend said Amended Offshore Agreement or notice of its desire to terminate said Amended Offshore Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Amended Offshore Agreement. Unless otherwise specifically provided herein; the Amended Offshore Agreement with respect to all of its provisions shall become effective as of 12:01 A.M., October 1, 2018.

2. NON-DISCRIMINATION

Section 4 of the General Rules shall be amended, to read:

The Company agrees not to discriminate against any employee for Union activity. **The Company and the Union are committed to and support equal employment opportunities for all employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws.** Words in this Agreement indicating gender shall be construed to include males and females wherever appropriate.

3. SAFE GEAR AND SAFE WORKING CONDITIONS

(a) The heading of Section 9 shall be amended, to read:

Working Gear and Safe Working Conditions

(b) Section 9 (h) of the General Rules shall be deleted and replaced by the following:

NON-SMOKING POLICY

This following APL Non-Smoking Policy is in force on board all APL vessels. The policy also applies to shore personnel, visitors and passengers.

This is to provide a group policy concerning smoking on board APL vessels, to take care about occupational health and safety of employees and to comply with the national and international rules related to smoking in public places. It also prohibits smoking within places where there is a high risk of explosion and/or fire.

The Master is responsible for the implementation of this policy which is in accordance with the national and international requirements. The Master will also prohibit smoking within places where there is a high risk of explosion and/or fire.

Smoking is allowed on the decks outside the accommodation when operations permit it and in special smoking room or individual cabins if an air extracting system is in place. All other locations are non-smoking zones.

Any crew member must avoid smoking in front of other persons on board if this is likely to be considered as an offence or a breach of the local rules.

When smoking, some precautions must be taken:

- Matches and lighters must be used with care.
- Lit cigarettes should not be left unattended in ashtrays.
- Cigarettes, cigars and pipe tobacco must be fully extinguished after smoking.
- E-cigarettes and vaping are considered smoking devices under this policy.

Moreover, during risk assessments for onboard operations, additional hazards which may be caused by the presence of matches and lighters have to be considered. If necessary, the banning of such items is to be included in specific job procedures. This is to be included in the Permit to work system.

(c) Section 9 shall be amended by adding a new subsection (i) as follows:

(i) Unlicensed crew members shall adhere to the Personal Protective Equipment procedures and matrix in the APL Maritime Ltd. Safety Management System's Safety Manual. When working gear or Personal Protective Equipment is required, it shall be provided by the Company.

(d) The Company agrees to delete the second paragraph of 06.01.051 Personal Protection Equipment, Section 1, of the APL Maritime Ltd. Safety Management System Safety Manual, as follows:

The wearing of company supplied Personal Protective Equipment is considered by APL Maritime as a condition of employment.

4. QUARTERS AND EQUIPMENT FOR QUARTERS

(a) Section 11(s) of the General Rules shall be amended, to read:

(s) All vessels shall be equipped with an automatic ice cube machine. **Ice cubes**

shall be for use of all vessel personnel. As replacements are needed, ice cubers with a total minimum capacity of 350 pounds per day shall be provided.

(b) Section 11 (v) shall be deleted.

5. PROVISIONING, STORING AND FEEDING

Section 13 (h) and (i) of the General Rules shall be deleted and replaced with the following:

(h) The Company shall utilize the culinary staff at the Harry Lundeberg School of Seamanship to evaluate the menus and food selections and the nutritional needs of the unlicensed crew members aboard the Company's vessels for the purpose of obtaining their recommendations for more healthful meals aboard the vessels. A subcommittee will be formed by the Company and the Union to consider recommendations of the culinary staff and to recommend changes in provisioning, storing and feeding.

6. EXPLOSIVES

Section 22 (b) of the General Rules shall be amended, to read:

(b) The term "explosives" in accordance with the regulations used in this Section are defined to mean Class I explosives according to the Pipeline Hazardous Materials Administration of the Department of Transportation. The Class I explosives are inclusive as follows:

1.1 Explosives (with mass explosion hazard).

1.2 Explosives (with a projection hazard).

The above shall not apply to ship's ammunition or signaling devices carried for the protection of the ship.

7. PENSIONS

The following subsection (g) shall be added to Section 30 of the General Rules:

(g) Effective October 1, 2018, the Company agrees to increase the SIU Pacific District Pension Fund contribution rate from \$10.00 per manday, by an additional \$10.00 per manday, for a total contribution rate of \$20.00 per manday.

8. TERM OF AGREEMENT

Section 36 of the General Rules shall be amended, to read:

(a) This agreement (hereinafter this "Agreement") shall continue in full force and effect until midnight, September 30, 2020, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend the Agreement or notice of its desire to terminate the Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Agreement. Unless otherwise specifically provided herein, the Agreement with respect to all of its provisions shall become effective as of 12:01 A.M., October 1, 2018.

(b) Effective October 1, 2019, all wages and wage related items shall be increased by three percent (3.0%).

Each Union shall have the right to allocate the periodic increases (above) in the form of wages and/or among the various benefit plans in each of the years in which an increase is granted.

9. TRAINING

The following shall be added to Section 38 of the General Rules:

The Company agrees to increase its contributions to the SUP, MFOW and SIU-AGLIW Training Funds \$0.25 per manday effective October 1, 2018; and \$0.25 per manday effective October 1, 2019.

10. OTHER TERMS AND CONDITIONS

(a) Appendix B - Transportation Fares of the General Rules shall be deleted and replaced with Attachment 4 to this MOU.

(b) Further terms and conditions specific to each Union shall be as specified in the following attachments to this MOU, all of which shall be incorporated by reference herein: Attachment 1 (applicable to the SUP only), Attachment 2 (applicable to the MFOW only), and Attachment 3 (applicable to the SIU-AGLIW only).

[Attachment 1, pending execution, will be in the May West Coast Sailors].

APL MARINE SERVICES, LTD.

By: *[Signature]*

Title: *Director Labor Relations*

Date: *March 1, 2019*

SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, PACIFIC DISTRICT

SAILORS' UNION OF THE PACIFIC

By: *[Signature]*

Title: *President/Secretary-Treasurer*

Date: *April 5, 2019*

MARINE FIREMEN'S UNION

By: *[Signature]*

Title: *President/Secretary-Treasurer*

Date: *March 25, 2019*

SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS

By: *[Signature]*

Title: *VICE PRESIDENT WEST COAST*

Date: *March 25, 2019*

ATTENTION Note to Delegates

Add this page, and the next page, as a renewal and temporary update to the existing Agreement books (APL Marine Services 2015-2018) and include in the permanent delegate's file.

APPENDIX A MANNING

The following Appendix is intended to set forth the types and vessels and the manning for such vessels as are now in the APL Marine Services Maritime Security Program (MSP) Fleet. It shall be amended from time-to-time as changes occur in the composition of said fleet

It is intended to cover vessels by type or by department, as the case may be, not including "ships of radically different design or characteristics" referred to in Section 3(b).

The manning scales deleted from the 1969 through 2018 Agreements shall apply if a vessel falling in these categories is placed into operation.

5500 CLASS CONTAINERSHIP

MV ex-APL BELGIUM, **PRESIDENT WILSON**

EAGLE EXPRESS SERVICE (EX-1)

PRESIDENT KENNEDY
PRESIDENT CLEVELAND
PRESIDENT FD ROOSEVELT
PRESIDENT EISENHOWER
PRESIDENT TRUMAN

FEEDER SHIPS (GSX, JMX SERVICES)

APL GUAM
APL SAIPAN
APL GULF EXPRESS

Deck Department	Offshore Trade
Bosun/AB/Dayworker	1
AB/Dayworker	2
AB/Watchstander	2
AB or STOS/Watchstander	1
Total	6
And in Presidents Kennedy, Cleveland, Truman only	
OS/Dayman	1
Total	7

The Specially Trained Ordinary Seaman (STOS) shall be defined as an Ordinary Seaman possessing, in addition to entry level Merchant Mariner's document, all of the qualifications necessary for certification by the United States Coast Guard as a Rating Forming Part of a Navigational Watch (RFPNW). Those qualifications shall include the valid certificates attesting to completion of Basic Safety Training, **Vessel Personnel with Designated Security Duties**, a minimum of sixty (60) days of qualifying seetime with a valid certificate attesting to course completion of RFPNW or a minimum of one hundred-eighty (180) days of sea time without an RFPNW certificate, and the completed watchstanding competency assessments. The parties agree to adjust these rules as necessary by mutual agreement in accordance with all applicable law and regulation.

Qualifying OS/RFPNW's shall be paid at the OS Rate noted in Annex 1A. Ordinary seamen who are eligible to upgrade to Able Seaman and who do not upgrade to Able Seaman, shall not be eligible to ship in the STOS billet except by mutual consent of the parties. In the event that a qualified OS/RFPNW is not available for a dispatch, the parties agree that an AB shall be dispatched and paid at the AB rate of pay. STOS's shall be shipped to the new billets by attrition commencing October 1, 2005. All other provisions of the SUP Shipping Rules shall apply.

Medical Examination

Under the terms and conditions of the SUP, MFOU, SIU Seafarers Medical Center Agreement, no member shall be registered or dispatched during regular registration or dispatching hours unless they have their physical examination card in their possession showing that the full and complete physical examination has been passed within the preceding 365 days; also a member reporting to the Union Hall for registration or for shipping shall present their health card. **All crew members must hold a valid USCG-issued STCW Medical Certificate to be signed on a Company vessel. The term "valid" shall mean that the STCW Medical Certificate does not expire during the crew member's assignment.**

APPENDIX B TRANSPORTATION FARES

SAN FRANCISCO TO:

BART - West Oakland Station	BART	Taxi	Total
OICT	\$3.75	\$10.00	\$13.75

WILMINGTON TO:

	Taxi	Total
Global Gateway South	\$25.00	\$25.00

SEATTLE TO:

	Greyhound	Taxi	Total
Tacoma	\$12.00	\$15.00	\$27.00

In the event a member joins a vessel at an outlying berth or port not listed above, he/she shall be paid the current fare based on the combined cost of public transportation (bus) and taxi.

Those rates that are not listed in the various areas shall be adjusted according to any future rate increases.

APPENDIX C MINIMUM STORING LIST

In addition to the minimum storing list, Appendix "C" will include the following understandings in accordance with Port Committee Minutes dated April 21 and May 15, 1970.

(1) Condiments, sauces, and salad dressings in household size containers will be provided for use in the messrooms.

(2) With respect to melons, the Company will store a variety of those in season where, with ordinary good care, spoilage will not occur.

(3) Prime rib will be placed aboard and served at least every ten days except that prime rib and steak will not be served at the same meal. Cross rib roasts are not to be substituted for prime rib.

(4) Steak will be cut to a minimum of 3/4" thickness.

(5) Only pork loin chops will be provided.

(6) Ham served for breakfast will be of a decent cut and corned pork shoulder shall not be substituted for ham.

(7) Ham steak will be served twice a month at the evening meal, and this shall not be served at the same time steak or prime rib is served.

(8) Canned fresh sterilized milk will be supplied as a supplement to fresh milk and will be made available to the crew when fresh milk is not obtainable.

BAKERY GOODS:

Associated items will be provided per Chief Steward's requirement including a minimum of five (5) roll varieties, six (6) bread varieties, assorted pastries, muffins, and donuts. In addition assorted cookies, crackers, chips, and microwave popcorn will be provided for the crew for the voyage.

DRY AND HOT CEREALS:

Assorted traditional cereals as well as assorted organic cereals (to include Bran, Grape-Nuts and Mueslix products) will be available for the crew.

PASTAS:

A minimum of six (6) varieties of pasta will be on board at all times.

BEVERAGES:

A variety of hot and cold beverages to be provided such as milk, lactose free milk, coffee, tea, cocoa, organic teas, and Kool-Aid type drinks. In addition a variety of fruit and vegetable juices will also be made available for crew.

JAMS, JELLIES, CONDIMENTS AND SPICES:

Assorted jams and jellies will be available in mess halls at all times. Condiments and spices will be available in large quantities to accommodate the Chief Steward's cooking and supply needs. In addition "fat free" and "low-fat" salad dressing and "low-fat" mayonnaise will be available in mess halls at all times. Traditional brand names to be maintained.

SUGARS AND SYRUPS:

A variety will be available to Chief Steward for cooking and supply needs. Mess halls will be provided with maple syrup, white and brown sugar at all times.

CANNED TABLE FRUIT/ DRIED FRUIT:

No less than six (6) assorted canned fruits and no less than six (6) assorted dry fruits and nuts will be made available every voyage.

FRESH FRUIT:

A large variety of seasonal fresh fruit, melons and berries will be made available each voyage.

FROZEN FOODS:

An adequate assortment of frozen foods from all categories including bakery, fruits, vegetables and convenience foods will be made available in sufficient quantity to supplement fresh products in the same categories.

FRESH VEGETABLES:

A large variety of fresh vegetables will be available each voyage.

DRIED AND CANNED VEGETABLES:

An adequate assortment of dried and canned vegetables will be supplied each voyage to supplement overall provisions.

SEAFOOD:

An adequate assortment of canned, fresh frozen, shellfish and smoked fish will be provided in sufficient quantity, every voyage.

DAIRY PRODUCTS:

Quality grades for dairy products shall be U.S. Grade "A" when and where possible. An adequate supply of assorted cheeses, milks, ice cream, fresh and frozen yogurt, butter and butter substitutes, will be made available to crew each voyage.

EGGS:

Fresh eggs will be purchased in adequate amounts every voyage. Quality grade U.S. Grade "A" when and where possible. In addition egg beaters and other cholesterol free egg products shall be provided every voyage.

FRYING/ COOKING OILS:

All cooking oils and frying mediums shall be cholesterol free and trans fat-free.

MEATS AND POULTRY:

When and where available quality grades of all beef, lamb and veal will be U.S.D.A. Choice Grade or higher. Quality grades for poultry will be U.S. Grade "A". Quality grades of all pork will be U.S. Selection #1. A large variety of meats and poultry selection will be available to meet or exceed traditional standards of feeding.

MENU STANDARDS:

The Company agrees that the traditional West Coast menus for covering the three meals each day shall be maintained or improved aboard covered vessels. The menus for lunch and dinner shall consist of a first, second, and third entrée. The traditional holiday menus for Christmas, Thanksgiving, etc. shall also be maintained. (July 1, 1996 MOU-Side Letter)

* In addition all efforts will be made to provide a healthy nutritional menu option at each meal.*

Union Member Bill of Rights

Under U.S. labor law (LMRDA—Landrum Griffin Labor-Management Reporting and Disclosure Act), Union members have the following rights:

Equal rights to participate in Union activities; freedom of speech and assembly; voice in setting rates of dues, fees, and assessments; protection of the right to sue; safeguards against improper discipline.

Copies of Collective Bargaining Agreements: Union members and nonunion employees have the right to receive or inspect copies of collective bargaining agreements.

Reports: Unions are required to file an initial information report (Form LM-1), copies of constitutions and bylaws, and an annual financial report (Form LM-2/3/4) with the Office of Labor Management Standards (OLMS). Unions must make the reports available to members and permit members to examine supporting records for just cause. The reports are public information and copies are available from OLMS.

Officer Elections: Union Members Have The Right To: Nominate candidates for office; run for office; cast a secret ballot; protest the conduct of an election

Officer Removal: Local union members have the right to an adequate procedure for the removal of an elected officer guilty of serious misconduct.

Trusteeships: Unions may only be placed in trusteeship by a parent body for the reasons specified in the LMRDA.

Prohibition Against Certain Discipline: A union or any of its officials may not fine, expel, or otherwise discipline a member for exercising any LMRDA right.

Prohibition Against Violence: No one may use or threaten to use force or violence to interfere with a union member in the exercise of LMRDA rights.

Welfare Notes

April 2019

Money Purchase Plan and 401(k) Withdrawals

In order for an active participant to withdraw money from the Money Purchase Plan or the 401(k) Plan, the member must sign a “Confirmation of Surrender of Seniority Shipping Rights.” By signing this form the member gives up all rights to work for any of the covered employers and the Sailors Union of the Pacific.

Withdrawal forms can be requested from the Plan office or online at sailors.org under the SUP Welfare tab.

Loans, Hardship Withdrawals, and In-Service Withdrawals are not permitted.

All active medical and dental coverage will terminate in the month following the date of the withdrawal. As an example if the form is signed April 23, 2019, coverage will be terminated May 1, even if the sailor has earned eligibility beyond that date.

Required Minimum Distribution

If an active participant is 70½ years of age, the member must work at least 62 days in a calendar year to remain an active participant and not be required to accept the Required Minimum Distribution. If the member works 62 days in a calendar year and takes the Required Minimum Distribution, the member must continue to take the Required Minimum Distribution in all following years even if 62 days are worked in the calendar year.

If a member is 70½ years of age and does not work 62 days in a calendar year, the member will be required to take a Required Minimum Distribution.

Michelle Chang, Administrator mcsupsiupd@sbcglobal.net

Patty Martin, MPP & 401(k) Plans, Death Benefits
martinpatty59@sbcglobal.net

Michael Jacyna, Eligibility mjacyna67@sbcglobal.net

Gina Jew, Claims gina@marinerbenefits.org

Training Representative, Berit Eriksson 206-551-1870
berittrainrep@sbcglobal.net

SUP Welfare Plan 730 Harrison Street, #415, San Francisco, CA 94107

Phone Numbers: 415-778-5490 or 1-800-796-8003

Fax: 415-778-5495

SIU-PD Pension 415-764-4987

SIU-PD Supplemental Benefits 415-764-4991

Seafarers Medical Center 415-392-3611

Philippines protests “Maritime Militia” buildup off Thitu Island

The government of the Philippines has lodged a protest with China’s government over the presence of a large number of Chinese vessels off Thitu Island, a disputed island in the South China Sea. According to the Armed Forces of the Philippines, over 600 Chinese vessels have visited the waters near Thitu (also known as Pag-asa) over the past several months, maintaining a presence of up to nearly 90 vessels at a time. The fleet is readily visible in satellite photos.

Under President Rodrigo Duterte, the Philippine government has sought to build closer ties with China, despite tensions over disputed land features in the South China Sea. In statements this month, Duterte spokesperson Salvador Panelo said that the Philippines had filed a protest through diplomatic channels, but he suggested that there could be a reasonable explanation for the vessels’ movements. “When you say circling, it could mean you intend to do something. But if you are stationary, you could just be watching,” he told reporters.

China subsidizes and maintains a large “maritime militia” force of civilian fishing vessels. The members of these units receive paramilitary training, including small arms training. “These vessels [at Pag-asa] are considered as Chinese maritime militia that are occasionally complemented by the Chinese Coast Guard to sustain China’s assertive presence in the vicinity of the sandbars,” said Marine Lt. Col. Elpidio Factor of the AFP’s Western Command, speaking to the *Philippine Inquirer*.

The U.S.-based Asia Maritime Transparency Initiative says that the boats are an example of the Chinese influence tactic known as the “cabbage strategy” - an outer layer of fishing vessels, backed by China Coast Guard law enforcement vessels and PLA Navy warships. In January, AMTI recorded the presence of one PLA

Navy frigate and one China Coast Guard cutter near Pag-asa, along with a large flotilla of Chinese fishing vessels.

China’s ambassador to the Philippines, Zhao Jianhua, said that his government will look into the matter. “We have been handling this issue through friendly and diplomatic channels so you don’t have to worry about whether there will be any kind of outbreak of conflict or not.”

The Philippine military is currently shipping construction materials to Pag-asa to build out a new boat landing ramp and repair an aircraft runway. China, which has recently reclaimed about 3,200 acres of land for new military bases on disputed islands in the Spratlys, has called on the Philippines to refrain from building new structures in the region.

Membership and Ratings Committee

The Committee met on April 4, and found the following members eligible for advancement in seniority and rating stamps in the various departments:

Name and Membership Number	Seatime	Rating	Seniority
Edward Barnett-Borys #B19611	1 Year	A.B.	B
Joel Tetrault #B19612	1 Year	A.B.	B
Dakota McDonald #B19613	1 Year	O.S.	B
Kevin Thomas #C2782	30 Days	O.S;	C
Prime Indanan #C2783	30 Days	A.B.	C
George Babbin #C2784	30 Days	A.B.	C
Larry Price #C2785	30 Days	O.S;	C
Cameron Baker #C2786	30 Days	O.S;	C

Membership and Ratings Committee’s Report: M/S to concur in the Committee’s report. Carried unanimously. Membership and Ratings Committee: Roberto Tomas #19350, Saher Ali #19348 and Paul Fuentes #2239.



SUP gang keeping the USNS Dahl ready in Saipan. From the left: Bosun Ed Zepeda, AB Charlie Wood, OS Steve Wendell, OS John Relojo, OS Keith Gomer, AB Joe Nugent, C/M Josh Gilbert, and AB Matt Dulay. In the front AB Delegate Marc Dulay, and AB Rogelio Timoteo. Mission activation scheduled for May; everything is running smooth with Bosun Ed Zepeda.

SUMMARY ANNUAL REPORT FOR SIU PACIFIC DISTRICT SUPPLEMENTAL BENEFITS FUND, INC.

This is a summary of the annual report of the SIU Pacific District Supplemental Benefits Fund, Inc., EIN 94-1431246, for the year ended July 31, 2018. The annual report has been filed with the Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA). Supplemental vacation pay benefits under the plan are provided by the SIU Pacific District Supplemental Benefits Fund, Inc., a Trust Fund.

Basic Financial Statement

The value of plan assets, after subtracting liabilities of the plan, was \$ 1,198,443 as of July 31, 2018, compared to \$ 839,931 as of August 1, 2017. During the plan year the plan experienced an increase in its net assets of \$ 358,512. This increase includes unrealized appreciation or depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. During the plan year, the plan had total income of \$ 14,185,579, including employer contributions of \$14,153,683, realized losses of \$938 from the sale of assets, earnings from investments of \$31,146 and other income of \$ 1,688. Plan expenses were \$ 13,827,067. These expenses included \$ 348,196 in administrative expenses and \$ 13,478,871 in benefits paid to participants and beneficiaries.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

1. An accountant's report;
2. Financial information and information on payments to service providers;
3. Assets held for investment; and
4. Transactions in excess of 5% of plan assets.

To obtain a copy of the full annual report, or any part thereof, write or call the office of SIU Pacific District Supplemental Benefits Fund, Inc., the plan's administrator at 730 Harrison Street, Suite 400, San Francisco, CA 94107, telephone number (415) 764-4990. The charge to cover copying costs will be \$5.50 for the full annual report, or \$.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan at 730 Harrison Street Suite 400, San Francisco, California 94107 and at the U.S. Department of Labor in Washington, DC or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

SUMMARY ANNUAL REPORT FOR SIU PACIFIC DISTRICT SEAFARERS' MEDICAL CENTER FUND

This is a summary of the annual report of the SIU Pacific District Seafarers' Medical Center Fund, EIN 94-2430964, for the year ended June 30, 2018. The annual report has been filed with the Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA). Medical exam benefits paid under the plan are provided by the SIU Pacific District Seafarers' Medical Center Fund, a trust fund.

Basic Financial Statement

The value of plan assets, after subtracting liabilities of the plan, was \$(108,229) as of June 30, 2018, compared to \$(80,274) as of July 1, 2017. During the plan year the plan experienced a decrease in its net assets of \$27,955. During the plan year, the plan had total income of \$704,068, including employer contributions of \$702,442, earnings from investments of \$89, and other income of \$1,537.

Plan expenses were \$732,023. These expenses included \$218,366 in administrative expenses, and \$513,657 in benefits paid to participants and beneficiaries.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report: An accountant's report; Financial information and information on payments to service providers; and Assets held for investment.

To obtain a copy of the full annual report, or any part thereof, write or call the office of SIU Pacific District Seafarers' Medical Center Fund, the plan's administrator, at 730 Harrison Street, Suite 400, San Francisco, California 94107, telephone (415) 392-3611. The charge to cover copying costs will be \$2.75 for the full annual report, or \$.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan at 730 Harrison Street, Suite 400, San Francisco, California 94107, and at the U.S. Department of Labor in Washington, DC or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

SUMMARY ANNUAL REPORT FOR SUP WELFARE PLAN, INC.

This is a summary of the annual report of the SUP Welfare Plan, Inc., EIN 94-1243666, Plan 502, for the plan year ended July 31, 2018. The annual report has been filed with the Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

The Board of Trustees of SUP Welfare Plan, Inc., has committed itself to pay certain medical, dental and death claims incurred under the terms of the plan.

Insurance Information

The plan has contracts with Health Net, Kaiser Foundation Health Plan of the Northwest, Kaiser Foundation Health Plan of Hawaii, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Health Plan of Washington, Dental Health Services of Washington, Blue Cross and Blue Shield of Louisiana, and Delta Dental of California to pay certain medical and dental benefit claims incurred under the terms of the plan. The total premiums paid for the plan year ending July 31, 2018 were \$6,683,140.

Basic Financial Statement

The value of plan assets, after subtracting liabilities of the plan, was \$19,788,609 as of July 31, 2018, compared to \$18,219,045 as of August 1, 2017. During the plan year the plan experienced an increase in its net assets of \$1,569,564. This increase includes unrealized appreciation or depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. During the plan year, the plan had total income of \$9,373,293, including employer contributions of \$9,184,342, employee contributions of \$38,188, realized losses of \$154,881 from the sale of assets, earnings from investments of \$130,563 and royalty income of \$175,081.

Plan expenses were \$7,803,729. These expenses included \$755,105 in administrative expenses and \$7,048,624 in benefits paid to participants and beneficiaries.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

An accountant's report; Financial information and information on payments to service providers; Assets held for investment; Transactions in excess of 5% of plan assets; and Insurance information including sales commissions paid by insurance carriers.

To obtain a copy of the full annual report, or any part thereof, write or call the office of SUP Welfare Plan, Inc., who is the plan administrator, 730 Harrison Street, Suite 415, San Francisco, California 94107, telephone (415) 778-5490. The charge to cover copying costs will be \$44.75 for the full annual report or \$.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan at 730 Harrison Street, Suite 415, San Francisco, California 94107, and at the U.S. Department of Labor in Washington, DC or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

SUMMARY ANNUAL REPORT FOR ANDREW FURUSETH SCHOOL OF SEAMANSHIP TRAINING PLAN

This is a summary of the annual report of the Andrew Furuseth School of Seamanship Training Plan, EIN 30-0162507, for the year ended July 31, 2018. The annual report has been filed with the Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement

The value of plan assets, after subtracting liabilities of the plan, was \$829,672 as of July 31, 2018, compared to \$612,509 as of August 1, 2017. During the plan year the plan experienced an increase in its net assets of \$217,163. During the plan year, the plan had total income of \$1,113,013, including employer contributions of \$679,955, earnings from investments of \$193, and other income of \$432,865.

Plan expenses were \$895,850. These expenses included \$138,974 in administrative expenses, and \$756,876 in benefits paid to participants and beneficiaries.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed are included in that report: An accountant's report; Financial information and information on payments to service providers; and Assets held for investment.

To obtain a copy of the full annual report, or any part thereof, write or call the office of Andrew Furuseth School of Seamanship Training Plan, at 730 Harrison Street, Suite 415, San Francisco, California 94107, telephone (415) 778-5490. The charge to cover copying costs will be \$2.00 for the full annual report, or \$.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan, 730 Harrison Street, Suite 415, San Francisco, CA 94107, and at the U.S. Department of Labor in Washington, DC or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.



SUP gang in the Cape Texas in Beaumont on March 29, following successful completion of a no-action, sea-trial activation. From the left: AB Raul Taganas, OS Robert Jenkins, AB Lee Bolden, AB Joshua Dickey, OS Steve Martin, Delegate AB Brian McCarthy, OS Tre Smith. In front: Bosun Ernie Lagramada, and AB Sherwin Bongayan. Photo: Matt Henning

ILO meeting on seafarers' recruitment and retention

In March 2019, delegates from more than 40 countries took part in a three-day International Labor Organization (ILO) meeting in Geneva. They convened to consider ways of addressing the wide range of challenges and issues that may dissuade some new entrants from the seagoing profession and cause experienced seafarers to leave – including shore leave, training, sea time, criminalization and social communications. The meeting was presented with a report which warned of the need for action to ensure that the shipping industry heads off a potential shortage of quality seafarers particularly from “traditional” maritime countries. The report pointed to high drop-out rates among new entrants during or after training.

Seafaring offers many positives, the report added, with opportunities for good pay, time off and travel. However, it said feedback from trainees had identified negative issues such as difficulties with multicultural interaction, safety, security, workload/stress, discrimination, harassment, and loneliness. Delegates agreed that these issues need to be tackled, and that there should be a “creative approach” to “attract a sufficient number of quality new entrants and retain experienced seafarers – including women seafarers and other under-represented groups.”

Promoting decent work and good practices, and addressing problem areas will help to ensure that there are sufficient qualified and motivated seafarers in the future, they noted, and there should be zero-tolerance of harassment and bullying. The meeting stressed the need to provide more training berths, noting that the International Convention on Tonnage Measurement of Ships serves as a disincentive to build ships with additional accommodation. It also called for a “human-centered” approach to automation in shipping, pointing out that “reskilling, upskilling and new skills are essential to ensure the sustainability of the sector.”

With regard to equal opportunities for all seafarers, including women, the meeting focused on a broad prohibition of discrimination, and noted that a “one size fits all” approach to offset the discrimination of women seafarers is not realistic since there are notable differences in the life at sea of women across different types of ships, cultures and trading patterns. Delegates debated the pre-employment practice of mandatory pregnancy testing of women seafarers, which is still permitted under the laws of a few countries. Despite strong opposition to the practice from seafarers’ representatives, and many European government delegates, the shipowners and those countries which permit the practice argued that it was part of their duty of care. This issue was not resolved except to agree that mandatory pregnancy testing is a concern for many women seafarers.

Delegates also highlighted the importance of action to reduce loneliness and isolation at sea, and to improve social media and internet connectivity. Seafarers should be given access to independent, confidential helplines and professional counseling to help with anxiety, stress and depression, and new forms of networking amongst younger seafarers should be encouraged, the delegates agreed.

Global Port Tracker: U.S. retail imports on the rise

U.S. retail imports are beginning to increase again as summer approaches and are forecast to nearly reach the two million-TEU mark by August, according to the monthly Global Port Tracker report released this month by the National Retail Federation (NRF) and Hackett Associates.

U.S. ports covered by the Global Port Tracker handled an estimated 1.63 million TEUs in March, which was a 5.9% year-over-year jump and an increase over the traditionally slow February, which fell 4% year-over-year to 1.62 million TEUs.

April is forecast at 1.75 million TEUs, up 6.9%; May at 1.9 million TEUs, a 4% increase; June at 1.89 million TEUs, a 2% hike; July at 1.96 million TEUs, up 2.9%; and August at 1.97 million TEUs, a 4.3% rise. August’s number would be the highest since October’s record of 2 million TEUs, according to NRF’s statement about the Global Port Tracker.

“Retailers are starting to stock up in anticipation of a strong summers,” said Jonathan Gold, NRF vice president for supply chain and customs policy. “Tariff increases are on hold and progress is being reported in talks between the United States and China, so the imports we’re seeing now are driven primarily by expectations for consumer demand.”

Trade talks between the United States and China are about 90% finished, the U.S. Chamber of Commerce’s head of international affairs Myron Brilliant said. President Trump also delayed the 15% increase in tariffs across \$200 billion of goods from China that was scheduled to occur March 2.

Imports in 2018 increased by 6.2% to a record of 21.8 million TEUs. The first half of 2019 is expected to total 10.7 million TEUs, a 3.7 growth over the first half of 2018, NRF said. “The U.S. consumer, while more cautious, has not stopped spending,” said Hackett Associates founder Ben Hackett. “The inventory-to-sales ratio, however, is on the rise. Part of this can be attributed to the heavy front-loading of imports ahead of expected tariff increases that took place in 2018.”

Editor’s Note: To receive the West Coast Sailors via first-class mail it’s \$25 per year U.S. mail; \$50 per year international.

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Name (print) _____ Book No. _____
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U.S. \$25; International \$50 per year
 Send check or money order to:
 West Coast Sailors
 450 Harrison Street
 San Francisco CA 94105

Teens charged for hijacking tanker

Three teenage migrants have been charged in a court in Malta after hijacking the commercial oil tanker that had rescued them last month.

There were about 100 migrants on board when the incident occurred and the master of the tanker, *El Hiblu 1*, said that some rescued migrants began to riot and threaten violence when they realized that they were being returned to Libya.

The teenagers, two from Guinea and one from Ivory Coast, pleaded not guilty.

The Armed Forces of Malta (AFM) established communications with the captain of the tanker when it was about 30 nautical miles away and still proceeding towards Malta. The captain repeatedly stated that he was not in control of the vessel and that he and his crew were being forced and threatened by a number of migrants to proceed to Malta.

Nader el-Hiblu, the Libyan captain of the *El Hiblu 1*, said: “They attacked the cockpit, heavily beating on the doors and the windows and they threatened to smash

the boat. They went nuts and they were screaming and shouting: ‘Go back! Go back! Go back!’” he said.

Aid groups have reported that migrants are beaten, raped and tortured on a regular basis in Libyan detention camps.

AFM Patrol Vessel *P21* stopped the tanker from entering the Maltese territorial waters. A special operations team was dispatched to board and secure the vessel and hand over control of the ship back to the master. The team was backed up by AFM Patrol Vessel *P51*, two Fast Interceptor Craft, and one of the AFM’s 139 helicopters.

The three accused teenagers were denied bail, and *The Times of Malta* has now reported that the master now faces charges related to human smuggling, citing police sources. The police and inquiring magistrate are investigating the possibility that he could have “misled” the authorities by claiming he lost control of the vessel in order to enter Maltese waters.

**DEFEND THE
MARITIME SECURITY PROGRAM
SUPPORT THE
SUP POLITICAL FUND**



SUP PRESIDENT'S REPORT

April 8, 2019

MARITIME SECURITY PROGRAM

As was first reported in the *West Coast Sailors* last month, the Union received good news on March 12, when it became clear that the President's budget contained full funding for the Maritime Security Program (MSP) at the \$300 million level authorized by Congress. MSP, of course, is a federally funded program to maintain a privately owned, militarily useful fleet of commercial ships at an annual stipend of \$5 million per ship. Without this critical program, the U.S.-flag shipping and much of our work in the international trades will be disseminate.

On March 19, I participated in a teleconference with the Maritime Administrator Admiral Mark Buzby who confirmed again this news and noted that the President had "restored the Maritime Security Program to the fully authorized 60 ship level." Admiral Buzby emphasized on the call that the budget request for full funding comes in the context of the initially required 5% reduction in baseline funding. In a prepared statement the White House said: "The MSP fleet strengthens national security and allows the Maritime Administration and the U.S. merchant marine to meet its Department of Defense mission requirement while providing assured access to global supply chains." The budget request also included \$352 million for the Ready Reserve Force, up \$41 million from last year. On the downside, the budget proposes the elimination of several food aid programs including the PL-480 Food for Peace program.

While White House budgets are only proposals, the initial indications suggest a generally positive reception in Congress. In fact, as the *West Coast Sailors* goes to press, a record number of members of Congress signed an MSP appropriations letter affirming support for the President's budget request on that item. (See page 1.) The membership should keep in mind however that there is much more to come as Congress works out budget funding. Mix together MSP questions with violence against the stepped up Jones Act and disregard for the food aid cargo preference programs, and it's clear that all the usual elements of political pressure around U.S. maritime law are at play, despite support from the Administration.

FOOD AID SUPPORT

In that context on April 1, the Union became a signatory to a food aid funding letter addressed to both the House and Senate Agriculture Appropriations Subcommittees. The letter is consistent with SUP positions taken many times in the past and represents the position of a broad stakeholder coalition. Brief excerpts of the letter, addressed to Chairman John Hoeven (R-North Dakota) and ranking member Jeff Merkley (D-Oregon), are as follows:

"Our nation's international food aid programs, including P.L. 480 Title II Food for Peace, Food for Progress, and McGovern-Dole International Food for Education, save and improve the lives of millions of poor and vulnerable people around the world each year. These programs have enjoyed significant bipartisan support for more than 60 years. We respectfully request that Congress continues to full support these programs by robustly funding these accounts in Fiscal Year 2020 appropriations... As drought and conflict persist around the world, 2018 brought ongoing need for food assistance globally. According to UN World Food Program, 821 million people, or one in nine, are currently suffering from chronic hunger, while one in three suffers from malnutrition. Food is made available through these programs bearing the U.S. flag and marked 'from the American people.' These programs not only benefit recipients but also U.S. strategic interests by furthering stability in fragile countries and sparking hope in countless people who are struggling to survive. [In a letter] over 120 generals and admirals showed their support for foreign assistance understanding that it builds good will and provides positive alternatives to desperate people. Former Secretary of Defense General Mattis could not have articulated this point more clearly when he testified before Congress that 'If you don't fully fund the State

Department, then I need to buy more ammunition."

The letter notes food aid as a cornerstone of U.S. foreign assistance programs since their inception made possible by "a joint public-private partnership of American farmers, mariners, port workers, private voluntary organizations (PVOs) and the U.S. government." It closes with the notion that, "Food aid is tangible, and American stakeholders take great pride in their support for the world's most vulnerable people through these programs."

MEDICARE PART B BENEFIT INCREASE

At the regular March trustee meeting of the SUP Welfare Plan, the Union trustees (SUP Vice-President Matt Henning and myself), together with the Employer trustees for APL and Matson, reviewed and ultimately agreed to execute new benefit improvements for retired members paying Medicare Part B premiums. The new "standard" Medicare Part B monthly premium for 2019 increased to \$135.50, up from a previous monthly "average" amount of \$130.00 per month that was used by the Plan as per guidance from the Center for Medicare Services (CMS). In January however CMS stopped publishing the average amount and the trustees agreed to use the standard amount as the new reference point. By agreeing to adopt both the new "standard" amount, as well as to increase the standard premium increase (from \$134.00 to \$135.50), the Trustees agreed to two improvements. For retired SUP sailors, the total net increase of \$5.50 over the average premium is now more than 4% higher than the old premium. Altogether they are projected to cost the SUP Welfare Plan a total of \$31,600 per month or about \$373,000 per year over the Plan's FY 2018-19 – money that now goes straight into the pockets of SUP pensioners.

CHEVRON SHIPPING COMPANY

Chevron Ship Utility Trainee MOA

To improve opportunity for entry level members, and to build on an existing Company practice with Union involvement, I worked with management at Chevron Shipping Company on the development of an apprenticeship program. Entry-level credentialed mariners with the training and endorsement for Vessel Personnel with Designated Security Duties shall be eligible for initial employment in Company ships. The positions shall be entitled Ship's Utility Trainee, paid at the designated rate, and may be assigned to one of the three unlicensed departments to gain familiarity and exposure to different ship operations and positions. After experience in the different departments, the Trainee shall decide on a preferred department and career path, and subject to positive performance evaluations among other things, he/she shall be assigned to the Ordinary, Wiper or Steward Assistant/Messperson position at the rate. The Trainee position is entirely supplementary and not intended as a replacement for any existing or future Ordinary Seaman, Wiper or Messperson. The following is the draft, revised MOA, subject to membership ratification, that memorializes the program and will serve as a Addendum to the collective bargaining agreement.

Memorandum of Agreement between Chevron U.S.A. Inc. and the Sailors' Union of the Pacific

This Memorandum of Agreement ("Memorandum") is entered into on February 1, 2017 between Chevron U.S.A. Inc. ("the Company") and the Sailors' Union of the Pacific, AFL-CIO ("the Union").

In an effort to develop entry-level unlicensed crew options for the Company and training opportunities for prospective employees, and to provide for the basic terms and conditions of their employment in Company ships, this Memorandum shall be in effect from February 1, 2017. The terms of this Memorandum supplement the collective bargaining agreement ("Agreement") dated February 1, 2017. In the event of a conflict between the two, the terms of this Memorandum will prevail. This Memorandum shall be valid so long as the Agreement remains valid, or unless specifically extended or renewed

by mutual agreement of the parties to the Agreement.

The entry-level positions covered by this Memorandum shall work in the unlicensed deck or engine departments as Ship Utility Trainee and at the sole discretion of the Company, may be assigned interchangeably between departments to increase exposure and familiarity to vessel operations and work positions. The Ship Utility Trainee shall be compensated at a rate of:

Daily Rate	\$96.00
OT Rate	\$18.00
Monthly Rate	\$2,880.00

The overtime rate will be applied when working in excess of eight (8) hours Mondays to Fridays, inclusive, and on Saturdays, Sundays or recognized holidays at sea or in port. Vacation will be earned at a rate of 25 for 30 days worked.

The Company in its sole discretion will determine the number of Ship Utility Trainee participants and their assignments aboard ship, but it is understood that such employment is intended only as a supplementary development assignment and not as a replacement for ship's crew. While the expected duration of this program is expected to last until 31 Jan 2020, the Company reserves the right to terminate or extend this program as necessary.

Sailors' Union of the Pacific (AFL-CIO)

Dave Connolly
President/Secretary-Treasurer

Chevron, U.S.A. Inc.

Paul Bordone

Finance Manager

This amendment will join the already ratified Maintenance AB or Tiger Team and Catering Superintendent Memorandums in a new Appendix A to the existing Agreement. Recommend membership ratification.

PATRIOT CONTRACT SERVICES

Shallow Draft Tanker

As was reported last month, Patriot Contract Services has issued a preliminary interest response to a Request for Proposals (RFP) from the Military Sealift Command to operate a shallow draft tanker in the western Pacific. Patriot is the incumbent operator and SUP and MFOW crews have worked in *SNLC PAX* since 2014 in service to the previous bid. SUP sailors in the ship now are working under a 120 day interim charter, which basically functions as an extension of the expired contract. In the meantime, in collaboration with MFOW President Anthony Poplawski, our work on a new bid continues. The terms and conditions of the final proposal will be subject to membership ratification.

APL MOU

On behalf of the membership, I signed the long-awaited 2018 APL MOU finally received from the Company last week. The MOU will be printed in its entirety in the *West Coast Sailors* along with the new revised Appendices A, B and C. Because there were no material changes to the SUP Work Rules, and the changes to the General Rules are minor and fully reflected in the MOU, the Agreement is renewed and revised by the interim MOU. Delegates are advised to physically amend the existing Agreement books with the MOU insert in the *West Coast Sailors* on pages 5 and 6. Following next year's negotiations with APL, new Agreement books reflecting these and any additional changes will be printed.

UFCW COLLECTIVE BARGAINING AGREEMENT

Because of clerical inconsistencies generated in part by a document merge, as well as some more substantive but still minor revisions necessary due to antiquated, redundant, or contradictory and confusing language, the comprehensive collective bargaining agreement between the UFCW5 and SUP was recently updated. There were no changes to the terms and condition of employment. However, working with UFCW5 President John Nunes,

continued on next page

President's Report continued

I tracked and sourced both the bargaining and textual background behind the discrepancy problems. After vetting those findings and their solutions with members Marla Donati and Maggie Federer, who had initially raised the matter, a final merged document was jointly produced representing the complete understanding of the parties in bargaining concluded in late 2017. Copies of this new revised Agreement are available in person, by mail or email to any member working under the Agreement.

FOSS MARITIME COMPANY

Responding to a member request for representation during an incident investigation, and along with SUP Vice President Matt Henning, met with management on a variety of issues aboard *Barge One* at Foss Home Dock. Afterward we held an impromptu Union meeting with Foss members on the dock. In attendance was SUP delegate JD Rymel, deckhand/engineer Joe Plant as well as tankermen James MacGuire, Mike Potenti, Walter Price and John Crockett. The subjects of our routine consideration included impending Foss negotiations, the business and regulatory climate, as well as practical matters around the assignment of boats and the calculation of work related to the jurisdictional sharing aspect of the collective bargaining agreement. Members were advised on management communications on the business, operations, negotiations timeline, and written proposals for changes were solicited. Finally, Foss members can expect increasing contact and discussion as our preparations for bargaining continue.

EAST OAKLAND COALITION MEETING

Consistent with previous SUP action to protect maritime industrial land use in San Francisco, Seattle, Redwood City, and other places over many years, and following up on work recently begun by former SUP President Gunnar Lundberg and MFOW President Anthony Poplawski, I attended a meeting on April 4, in Oakland of the remarkable East Oakland Coalition. This diverse group of maritime labor, industry employers, environmental groups, affordable housing and community advocates, and inter-faith ministry representatives has coalesced to oppose the irresponsible re-zoning of a rare West Coast deepwater maritime terminal, known as Howard's Terminal in Oakland and once leased to Matson Navigation before its move to Middle Harbor Terminal vacated by APL's departure from that business. The real estate, tourist and professional sports industries have long histories of appropriating the working waterfront and eliminating our traditional worksites via "adaptive re-use" of a maritime asset. This time developers and their politicians are working to both accommodate a major league baseball franchise and a massive luxury housing development in the Port of Oakland. The immediate and long-term consequences are clearly negative for maritime trade, and we will not stand idly by. This time we do it with long-time maritime labor allies such as International Longshoremen's Warehousemen's Union Local 10 President Melvin McKay, Local 34 President Keith Shanklin, Inlandboatmen's Union President Marina Secchitano, as well as the seagoing unions including MEBA Executive Vice President Adam Vokac, Masters' Mates and Pilot's Coast Agent Jeremy Hope, and many others.

Will continue to oppose the project.

ITB MOKU PAHU

On March 17, the Union received notice that the *Moku Pahu* had been sold. American Ship Management CEO Tim Gill advised the unions that the vessel had been sold to a Liberian outfit called Greco Antico Shipowners, Co., specializing in scrapyards acquisitions. After a voyage delivering food aid to Djibouti, Africa, the ship carried military cargo to Chittagong, Bangladesh before delivering the ship to her new owners, a Liberian outfit called Greco Antico Shipowners, Co., in Colombo, Sri Lanka. This venerable 35-year-old integrated tug and barge provided employment to SUP members for many years in the Hawaiian bulk raw sugar and molasses trade and then in later years on a variety of humanitarian missions around the world. After securing the deck on a final round Bosun Saher Ali and the SUP deck gang stood for a photo with the name board (see page 4), and departed the ship. She sailed soon after with a temporary crew for the breakers in India.

MV KAIMANA HILA

The second ship of the Aloha-class, the *Kaimana Hila*, sister ship of the *Daniel K. Inouye*, was delivered to Matson on March 27 in Philadelphia. Because the *Kaimana Hila* will be dedicated to the Pacific Northwest triangle run calling in Seattle, Oakland and Honolulu, SUP halls in those ports filled the jobs in accordance with the SUP Shipping Rules. The new-build Kanaloa-class *Lurline* and *Matsonia*, are under construction in San Diego. Matson expects to take delivery of *Lurline*, now 85% complete, near the end of this year and *Matsonia* is expected to be complete near the end of the second quarter in 2020. As per traditional hiring hall jurisdiction, jobs in those ships will be called in the Wilmington Branch.

QUARTERLY FINANCE COMMITTEE

In accordance with Article XVII, Section 2 of the SUP Constitution, a Quarterly Finance Committee shall be elected at today's meeting to review the finances of the Union for the second quarter of 2019, and report back to the membership at the February Union meetings. In the event the Committee cannot be filled today, or is short-handed when it convenes, recommend that Committee members be shipped off the hiring hall deck as per past practice.

The Quarterly Finance Committee will meet at Headquarters at 8:00 A.M. on Monday, May 13, 2019.

HOLIDAYS

Good Friday: All SUP halls on the West Coast will be closed at noon on April 19, in observance of Good Friday. Under the Agreements with APL and Matson, unlicensed personnel shall be granted a three-hour holiday between noon and 3:00 P.M. Overtime shall be paid when required to work during those hours.

The Honolulu Branch will be closed all day on April 19, as it is an ILWU Local 142 holiday. Therefore, it is a holiday for Matson ships in port and for those working under the SUP/Matson Maintenance and Extra Maintenance Agreements.

ACTION TAKEN

M/S to agree with the Chevron Ship's Utility Trainee MOU. Carried unanimously.

Quarterly Finance Committee - M/S to elect Robert Leeper, Cody Clark, Mike Worth, Izzy Idris, and Paul Fuentes. Carried unanimously.

M/S to concur with the balance of the President's report in its entirety. Carried unanimously.

Dave Connolly

VICE PRESIDENT'S REPORT

April 2019

APL President Eisenhower- Aaron Wiebe, delegate. In and out of Oakland with no major beefs, personnel situation handled nicely by delegate and crew. Julian Torre, bosun.

Cape Taylor- Andrew Montoya, delegate. Boarded in Texas following successful activation. During turbo activations the entire crew must be aboard in 48 hours or less. The standard activation is 96 hours. Job well done by the crew and halls for timely dispatches. Arnold Slosson, bosun.

Cape Texas- Brian McCarthy, delegate. Smooth sailing during turbo activation. No major beefs. Ernie Lagramada, bosun.

Cape Victory- Lourdes Macias, delegate. Another successful sea trial with the tough turbo activation timeframe. Inspected room conditions; ongoing investigation. James King, bosun

Cape Trinity- In RRF status with Raul Guillen, bosun. Getting the job done SUP style.

Cape Vincent- In RRF status with Forbes Gumapac, bosun. Focusing on deck preservation and ship sanitary.

Mississippi Voyager- Brian Dixon, delegate. Tanker is continuing its California run between El Segundo and Richmond. Ron Gill, bosun.

Foss Maritime Co.- JD Rymel, delegate. Had a dock meeting with several SUP members employed by Foss. Covered several topics, and discussed potential bargaining points for agreement, which is set to expire in February 2020.

USNS Sisler- Anthony Wylie, delegate. Offloading in Jacksonville. Heading to shipyard at the end of the month. Jon Clark relieving Chris Cupan as bosun.

USNS Dahl- Marc Dulay, delegate. On the hook in Saipan this past month, keeping the ship squared away and ready to go. Ed Zepeda, bosun.

Matthew Henning



In the birth place of Andrew Furuseth in Asbygd, Norway, are from left Jan Tyriberget, Mayor of Stange and Dave Larsen, SUP instructor for the Andrew Furuseth School of Seamanship.

SUP BRANCH REPORTS

SEATTLE

March 18, 2019

Shipping: Patriot called for 1 Boat-swain, 2 AB's, and 2 Ordinary Seamen; all filled by B members. 1 AB/W shipped to APL filled by a B member. Matson called for 7 Standby AB's, filled by 4 A, 3 B cards.

Registered: 1 A card for a total of 3; 13 B cards for a total of 15; 3 C cards for a total of 5; 1 D card for a total of 1.

After a long run of calling Seattle, *M/V Manoa* has moved to the Far East route. She is a classic beauty and always graced the waterfront with the familiar house forward design of bygone days. Her replacement tonnage for the Northwest Triangle run, *M/V Kaimana Hila*, will be calling Seattle starting in mid-April, with 1 AB/D, & 1 AB/W from the Seattle Hall.

The Seattle gang answered the call for Patriot activations with zero push back or complaint, and not one sailor declined to accept a billet. Members nearing the head of the shipping list turned away from a "sure thing" steady job to fulfill their duty as members of the Sailors' Union of the Pacific. This was an incredible display of commitment to the Union, our contracts, and an understanding of how the Jones Act, MSP, and Government depend on us to step up when the order is given.

Please stay current on your documents! Patriot sailors; remember to check the date of you BST certificate to be sure it will be valid for your next jobs duration.

Brendan Bohannon
Branch Agent

ATTEND YOUR MONTHLY SUP UNION MEETINGS!

WILMINGTON

March 18, 2019

Shipping: Bosun: 2, AB: 7, AB Maint: 4, OS: 1 and Standby: 69. Total Jobs Shipped: 83

Registrations: A: 21 B: 53 C: 6 D: 4

Ships checked

Mokihana, Bert Genita-Delegate, *Maunalei*, President Wilson, Mike Weber-Delegate, *President Cleveland*, Marc Calairo-Delegate, *R.J. Pfeiffer*, Gary McDevitt-Delegate taking over sheets from Dave Garcia, *Mokihana*, *Manukai*, Bob Burns returning as Bosun, *President Kennedy*, Dave Ibarra-Bosun,

Jennifer Corner-Delegate, Delayed Sailing from September finally paid, *Daniel K Inouye*, President Truman, (my first SUP Bosun was Captain Dale Rodriguez) Headquarters working on water issues.

I would like to commend Eli Wegger as I realized he has been teaching Marlin Spike Seamanship for over 15 years. If you cannot rig a bosun chair or splice a 12 strand, you are not really an AB. (By the way, If you cannot steer you are also not an AB.) Come to his class on Friday's at 10:00. Or, if you are at Headquarters go below to the Andrew Furuseth School of Seamanship. If you cannot clean, especially your room when getting off, you are not a real SUP sailor.

Attended an MTD Executive Board Meeting and a Harbor Labor Coalition Meeting both on March 14. Yes, we are already making plans for the Labor Day Parade. This year will be the 40th anniversary of our Harbor Labor Day Parade.

But, before that, we have Maritime Day. This year is the 30th anniversary of our memorial. The 22nd of May is a Wednesday. I always enjoy our day and this event. I think it's the best in the country.

Let Leon know if you would like to come. We usually have room for more than our table of 10, but it's nice to know how many. We are looking to renovate our fountain, plumbing, pumps and all.

Hopefully it will be done before the end of the year.

Mark Hurley
Acting Branch Agent

HONOLULU

March 18, 2019

Shipped the following jobs in the month of March: 2 Bosun's, 6 AB Day, 1 AB Day relief, 7 AB Watch steady, 3AB Maintenance, and 1 OS Watch. The shipping jobs were filled by 6 A cards, 12 B cards and 2 C cards. Shipped 41 standby jobs. The standby jobs were filled by 5 A cards, 15 B cards, 15 C cards, and 6 D cards.

Registered: 8 A cards; 19 B cards; 9 C cards; 3 D cards

Ships checked

I visited the *R.J. Pfeiffer*, *Manukai*, *Maunawili*, *Manulani*, *Maunalei*, *Manoa*, *Mokihana*, *Mahimahi*, *Matsonia*, *Kamokuiki*, *D.K. Inouye*, and the Paint and Rigging gang. All are running with few or minor beefs.

APL Guam-On their way to shipyard after being hit by a ship in Tokyo Bay (no injuries).

APL Saipan-no major beefs

USNS Charlton-no major beefs

USNS Watson-no major beefs

I represented the SUP at the Hawaii Ports Maritime Council meeting, and the Hawaii AFL-CIO executive board meeting. Remember to check your documents and anything with less than six months to expiration you should start the renewal process. Mahalo,

Michael Dirksen, Branch Agent

Putin wants northern sea route hubs

Russian President Vladimir Putin this month invited foreign investors to take part in the construction of port infrastructure in Murmansk and Petropavlovsk-Kamchatsky that would serve the Northern Sea Route.

Speaking at an Arctic forum in the Russian city of St Petersburg, Putin also asked the government to draw up plans for tax relief that would promote the development of the Arctic region.

"We invite our foreign partners to joint work to create port hubs at the end points of the (Northern Sea) route," Putin said.

Dispatcher's Report Headquarters—March 2019

Deck	
Bosun.....	10
Carpenter.....	0
MM.....	6
AB.....	18
OS.....	10
Standby.....	45
Total Deck Jobs Shipped.....	89
Total Deck B, C, D Shipped.....	68
Engine/Steward	
QMED.....	0
Pumpman.....	0
Oiler.....	0
Wiper.....	0
Steward.....	0
Cook.....	0
Messman.....	0
Total E&S Jobs Shipped.....	0
Total E&S B, C, D Shipped.....	0
Total Jobs Shipped - All Depts.....	89
Total B, C, D Shipped-All Depts.....	68
Total Registered "A".....	15
Total Registered "B".....	36
Total Registered "C".....	5
Total Registered "D".....	12

BUSINESS AGENT'S REPORT

April 8, 2019

Matsonia- In at Oakland #62. Standbys are vital with the STCW regulation on rest hours. Nine times out 10 there are two sailors that are maxed out after the tie-up. Teo Rojas, Bosun, Allen Gonzalez, Delegate.

Mahimahi- In and out of Oakland#62. Ships running on the northern triangle with the weather conditions starting to settle down staying on schedule less of a challenge. Running smooth with Mike Henderson, Delegate and with Relief Bosun Mark Relajo.

Daniel K. Inouye- In at Oakland #62 for a short stay. She's been on the southern triangle since she's been in service. Standby workers are very important on these new builds since there's no time for maintenance work at sea. We need a riding crew in the summer just for maintenance work. Lucy Bishop, Delegate with Relief Bosun Dale Gibson.

Kauai- Sailed for Seattle after crewing her up last month running between Honolulu and Seattle. The company schedule has her coming back to Oakland sometime in April the long term schedule has her running through May in good hands with Has Idris, Bosun and Phil Coulter, Delegate.

Manoa- In at Oakland #62. On her last trip in Oakland before she heads down to Wilmington to switch over to the Far East run. Looks like she will on that run for some time with Robert Reed, Bosun and Arsenio Purganan, Delegate.

Admiral Callaghan- Routine with the gang. Robert Leeper, Bosun.

Cape Orlando- Back on our regular routine with Jim Linderman as Bosun.

Cape Horn- Keeping up the maintenance work; ready for activation. Cody Clark, Bosun.

Cape Hudson- Received a call from the delegate last week saying they are shuttling between Subic Bay, Thailand, and Okinawa, Japan. Had a few issues that were squared away. In good hands with Kim Dulay as Bosun and Jonnell Hodges, Delegate.

Kiamana Hila- Matson flew the gang to the Philadelphia to join the ship but went straight to the hotel to rest, an improvement on *DKI*. The next day at the shipyard, we met with the other crewmembers, and familiarized. Lots of work ahead but nothing we can't handle with Noel Itsumura, Bosun and Lynn Gador, Delegate.

APL Gulf Express- Ships on the Middle East shuttle, weather still bearable for now but two months from now it becomes a mandatory weight loss program. Hussein Ali, Bosun, the new delegate to relieve Ben Ashton yet to be elected.

When upgrading seniority send only copies. All documents will be shredded.

Roy Tufono

SUP member joins pension ranks

The following SUP member joined the ranks of pensioner:

Paul K. Barbour, 66, Book No. 5734, joined SUP in 1975, 29 years seetime.



SUP gang in the Mahimahi, Oakland, California, last month. Top row from the left: Steve Swinton, Mike Henderson, Phil Romaine, Emmanuel Baroman, Alex Capistrano. In front Richard Kahalewai and Bosun Mike Worth. Photo: Roy Tufono