



# West Coast Sailors

Official Organ of the Sailors' Union of the Pacific

Volume LXVIII No. 8 583

SAN FRANCISCO, CALIFORNIA

Friday, August 19, 2005

## AFL-CIO emerges from July convention with new resolve

Faced with conflict and debate about the future of the Union movement, the AFL-CIO, the umbrella organization for the labor movement, emerged from its recent convention united behind its leadership, and ready to lead the fight to organize and represent America's workers.

The convention, held the last week in July, in Chicago, saw the reelection of AFL-CIO President John Sweeney, Secretary-Treasurer Richard Trumka, and Executive Vice President Linda Chavez-Thompson. Michael Sacco, President of the Seafarers' International Union of North America, was also reelected as a federation vice president and member of the Executive Council. The convention passed reform resolutions designed to strengthen organizing, political action and to look at possible international Union mergers.

The biggest labor news of the week, however, came from outside the convention hall, where two of the nation's largest Unions, the Service Employees International Union (SEIU) and the Brotherhood of Teamsters, formally disaffiliated from the AFL-CIO. The United Food and Commercial Workers (UFCW) followed the other two Unions immediately after the convention adjourned. The three disaffiliated Unions, along with four others who have yet to formally leave the AFL-CIO, have formed the "Change to Win" coalition (CTW).

"The labor movement is built on solidarity. We need to stand together, now, more than ever. If you disagree with a policy, you fight, democratically, to change it. You don't just pack up and leave," said SUP President Gunnar Lundberg, who attended the convention. "It remains to be seen what effect this will have on the labor movement. One thing is for sure, fighting among ourselves is fodder for the flotsam and jetsam of the right wing."

AFL-CIO Convention—continued on page 3

## Sailors' Union nominations slated for September coastwise meetings

Nominations for regular officers of the Sailors' Union of the Pacific for the 2006-2008 term of office will occur at the September coastwise meetings.

All current officers' terms expire on February 28, 2006, with successful candidates assuming office on March 1, 2006, after a secret, mail ballot election is conducted between December 1, 2005 and January 31, 2006. The ballot will also include the election of

five Trustees of the SUP Building Corporation and three delegates and one alternate to the Seafarers' International Union of North American Convention plus a referenda on three proposed amendments to the SUP Constitution.

Any eligible member may place his/her own name in nomination or may be nominated by another member. Nominations may be made either in person or by mail; however, any nomination made by mail must be received at the Branch or Headquarters at least one day prior to the meeting at which nominations will be received.

In accordance with the SUP Constitution, an official Notice of Nomination is printed on Page 9.



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

## SUP jobs increase with MarAd Ready Reserve Force awards to Patriot and Matson Lines

The membership of the Sailors' Union gained additional work when the Maritime Administration on July 28, announced new contracts for vessels in the government's Ready Reserve Force (RRF) fleet.

Patriot Contract Services, a division of American Ship Management, was awarded eight ships: *Admiral William M. Callaghan, Cape Orlando, Cape Gibson, Cape Girardeau, Cape Fear, Cape Florida, Cape Flattery* and *Cape Farewell*. The award is valued by the Maritime Administration at \$102,107,150 over ten years.

Matson Navigation Company, which made its first successful foray into government work in thirty years, was awarded the *Cape Jacob, Comet* and *Meteor* with a value of \$22,357,825.

The eleven vessels that will be crewed on deck by the SUP by the end of the month are part of MarAd's fifty-four vessel Ready Reserve Force.

The RRF ships are kept in a high state of readiness at fifteen ports located on the Pacific, Atlantic, and Gulf coasts of the United States. Some ships are also kept in a preposition status overseas.

"We have seen first hand that the Ready Reserve Force provides a vital link to the men and women of the armed services by carrying thousands of military vehicles, aircraft and other materiel to support operations in Afghanistan and Iraq," U.S. Transportation Secretary Mineta said. "This is an extremely cost effective and well-run program that keeps us prepared to rapidly respond to the military's needs."

There have been 91 activations of Ready Reserve Force Ships since December 2002. RRF ships have carried nearly 14,927,306 square feet of cargo—about 310 football fields of materiel.

Most of the new ship management contracts are built on a four-



Underway is the s/s *Cape Jacob* (T-AK 5029), a Maritime Administration Ready Reserve Force Modular Cargo Delivery System Ship operating as part of the Military Sealift Command's prepositioning program which will be managed by Matson Navigation Company and crewed on deck by the SUP beginning this month. The 565-foot vessel began her career on July 28, 1961, at Newport News, Virginia, when she was christened s/s *California* for SUP-contracted States Steamship Company of San Francisco. She operated in the trans-Pacific trades for many years, along with four sisterships known as "Cadillac Mariners".

year base period and include two three-year extension options that will be based on the company's performance. The management firms are responsible for keeping the ships in a constant state of readiness and getting the ships fully crewed with U.S.-citizen merchant mariners when an activation call goes out.

"The Ready Reserve Force has moved an extraordinary amount of cargo over the past several years and our nation's maritime industry has kept this fleet in good working order and worked diligently to show its value," Acting Maritime Administrator John Jamian said.

The Ready Reserve Force was established in 1976 and was significantly strengthened after the Gulf War in 1991 in order to

ensure the military's continued access to cargo capacity. Many of the ships have unique capabilities and have been used for humanitarian missions such as carrying aid to Haiti and participating in the December 2004 tsunami relief efforts.

Other companies awarded RRF contracts were: Crowley Liner Services, Inc. (eleven ships); Pacific Gulf Marine (ten ships); Keystone Shipping Services, Inc. (seven ships); Marine Transport Lines (six ships); Interocean American Shipping Corp. (five ships); Ocean Duchess, Inc. (two ships); and Horizon Lines, Inc. (two ships).

For more information on the Matson and Patriot awards, see President Gunnar Lundberg's report on page 12.

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# SUP Quarterly Finance Committee Report

## SUP QUARTERLY FINANCE COMMITTEE REPORT FOR THE QUARTER ENDED JUNE 30, 2005

The Quarterly Finance Committee, duly authorized to act by the regular meeting at Headquarters on July 11, 2005, hereby submits the following report:

### SUMMARY OF CASH AND INVESTMENTS

General Fund .....	\$1,420,188.25
Political Fund .....	\$3,814.89
Strike Fund .....	<u>\$1,293,730.99</u>
Total Cash and Investments 2nd Qtr. 2005 .....	<u>\$2,717,734.13</u>

### GENERAL FUND

Income:	
Dues, Initiation, Assessments .....	\$126,496.35
Interest .....	26,646.80
Donations - <i>West Coast Sailors</i> .....	2,665.00
Tanker & Joint Committee, Hiring Hall .....	99,454.37
Advertising & Promotion .....	135.00
Miscellaneous Income, Reimbursements, Fines .....	2,200.47
Reimbursed Administrative Expenses .....	18,242.13
Contributions - General Fund .....	<u>1,785.00</u>
Total Income: .....	<u>\$277,625.12</u>

### Expenses:

Auto & Travel .....	\$1,242.08
Rent .....	16,509.05
Postage, Printing & Office .....	5,043.61
Telephone & Telegraph .....	5,531.88
<i>West Coast Sailors</i> Publishing Expense .....	6,696.02
Per Capita .....	13,399.05
Salaries & Payroll Taxes .....	185,943.74
Office Workers Pension .....	6,333.60
Insurance .....	29,773.47
Field Expense .....	4,632.41
Committee & Neg., Conference & Conv. ....	7,917.21
Investment Expense .....	1,622.80
Advertising & Promotion .....	1,970.00
Legal .....	26,325.45
Contributions .....	2,050.00
Flowers .....	553.68
Officials Pension .....	1,333.08
Lobbying .....	866.41
Accounting Expense .....	6,000.00

Equipment .....	1,295.10
Filing Fee .....	10.00
Subscription .....	<u>6,229.35</u>
Total Expense: .....	<u>\$331,277.99</u>

### BUILDING CORPORATION

Income:	
Assessments .....	\$3,468.00
Rents .....	85,277.67
Bldg. Util. & Service Reimbursement .....	<u>3,420.00</u>
Total Income: .....	<u>\$92,165.67</u>

### Expense:

Building Services & Utilities .....	\$39,744.44
Repairs & Maintenance .....	3,256.51
Salaries & Payroll Taxes .....	16,723.93
Pension .....	190.44
Filing & License Fees .....	730.00
General Tax .....	11,572.93
Office .....	5.25
Insurance .....	<u>7,303.65</u>
Total Expense: .....	<u>\$79,527.15</u>

### POLITICAL FUND

Income:	
Contributions .....	\$3,925.00
Interest .....	1.28
Total Income .....	<u>\$3,926.28</u>

### Expense:

Contributions .....	<u>\$4,375.00</u>
Total Expense: .....	<u>\$4,375.00</u>

Net Income 2nd Qtr. ....	\$(41,463.07)
Net Income YTD: .....	<u>\$438,722.44</u>

/s/John Kelly

/s/Allen Gonzalez

/s/Roberto Garcia

/s/John Perez

/s/Romaine Dudley

*ACTION BY THE MEMBERSHIP August 8, 2005. M/S/C—That we concur in the report of the SUP Quarterly Finance Committee and, as per past practice, publish in the West Coast Sailors. Carried unanimously.*

## Solidarity Forever! Labor Day festivities on the West Coast

To celebrate Labor Day on the West Coast the following events are scheduled:

The King County Labor Council in Seattle will have its annual Labor Day celebration on Monday, September 5, from 11:00 A.M. to 4:00 P.M. at Lower Woodland Park, located at N. 50th Street and Woodland Park Avenue North. Activities for all ages are planned.

In the San Francisco Bay Area, the San Francisco Labor Council's Annual Pre-Labor Day Breakfast featuring a guest speaker, will be held on Friday, September 2, from 8:00 A.M. to 10:00 A.M. at the San Francisco Marriott Hotel. Tickets are \$40 per person.

The Central Labor Council of Alameda County is sponsoring a Labor Day celebration at ILWU Local 6, 99 Hegenberger Road, Oakland, on Monday, September 5, 3:00-5:30 P.M. Tickets are \$10.00 (12 years and under, free) which includes one meal with soda. Free parking at Teamsters Local 70 across the street. A limited number of tickets are available at SUP Headquarters.

In Wilmington the annual Labor Day Solidarity March will begin at Broad and E Street at 10:00 A.M. The SUP contingent will marshal at the Union hall at 9:00 A.M. for coffee, etc. The march itself will be along Avalon Boulevard and conclude with a rally at Banning Park at noon, where festivities begin.

The Hawai'i State AFL-CIO will not sponsor its usual march and picnic in Honolulu this year.

## Australia plans pilotage immunity

Australian pilots will gain full protection from liability claims under a new law soon to receive approval.

The Maritime Legislation Amendment Bill seeks to amend Australian law so that the owner or master of a ship remains liable for any loss or damage caused by the ship even if a pilot is on duty under compulsory federal pilotage laws. The law has been introduced to prevent a repetition of the events which followed the *Doric Chariot* grounding in July 2002, when the pilot was prosecuted under federal government environmental (Great Barrier Reef) law. The case against the pilot was later dropped.

Under the proposed new legislation, neither the pilot nor the pilotage provider will be liable for civil damage that results from the pilot's actions and advice so long as the action and advice was in the course of the pilot's duty and in good faith. According to the explanatory notes to the bill, the rationale for the move is that "Pilot immunity for civil liability claims is a longstanding convention and is necessary because of the inability of pilots to insure themselves against potential liabilities".

### Attend your Union meetings

#### SUP Meetings

These are the dates for the regularly scheduled SUP meetings in 2005:

	<i>Hdq.s.</i>	<i>Branch</i>
September	12	19
October	11*	17
November	14	21
December	12	19
	*Tuesday	

## Final Departures

**Ralph Saunders**, Book No. 7273. Born in Iowa in 1924. Joined SUP in 1953. Died in California, June 15, 2005. (Pensioner)

**Jack Willson**, Book No. 2629. Born in South Dakota in 1914. Joined SUP in 1935. Died in Ukiah, California, July 20, 2005. (Pensioner)

**Wayne Allen**, Book No. 3584. Born in California in 1926. Joined SUP in 1947. Died in Oroville, California, July 19, 2005. (Pensioner)

**Harold Rave**, Book No. 2991. Born in South Dakota in 1925. Joined SUP in 1948. Died in San Ramon, California, June 25, 2005. (Pensioner)

**John Orser**, Book No. 2409. Born in Illinois in 1928. Joined SUP in 1946. Died in Billings, Montana, August 1, 2005. (Pensioner)



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Published monthly by the Sailors Union of the Pacific (an affiliate of the Seafarers International Union of North America, AFL-CIO), Headquarters, 450 Harrison St., San Francisco, CA 94105. Phone: 415-777-3400. FAX: 415-777-5088. Dispatcher: 415-777-3616. Website: www.sailors.org. Second class postage paid at San Francisco. (USPS 675-180). Printed by Howard Quinn Co., a Union shop.

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## New shipping report alleges security measures criminalize merchant mariners

Tighter maritime security is being used as an excuse to impede shore leave, to deny access to seafarers' welfare personnel and to discriminate against certain ethnicities, according to a follow-up report from 2001's Independent Commission on Shipping (ICONS).

In the latest report, Peter Morris, who chaired the original International Transport Workers' Federation (ITF)-sponsored study into ship safety, and commissioner James Bell say that although much has been done to address ship safety, security and seafarer welfare, "there is a worrying trend toward the criminalization of mariners as a soft option for states that cannot or refuse to accept their responsibilities under the international maritime conventions." The security-related amendments to Solas have "reduced the status of the seafaring profession even further," Morris and Bell claim. "A worrying trend in this is the growing misuse of the ISPS Code provisions for setting security levels onboard ships to deny access to welfare personnel."

It continues: "Owners are faced with substantially increased demands for ship security, often with no basis other than race or culture, with the result that seafarers from certain countries now face unemployment simply because they have non-Christian names or they come from countries with an Islamic culture. Abuses and exploitation still exist and shady owners still hide behind layers of secrecy. Unscrupulous manning agents and rogue employers still exist and the evidence seems to be that their methods are becoming more sophisticated and better concealed." Morris and Bell do agree, however, that tightening maritime security should help to eliminate fraudulent certification, questionable training establishments and dubious manning agents.

## Evergreen guilty of dirty tricks on Union

Foreign-flag carrier, Evergreen America, has been ordered to allow 115 New Jersey office workers to join the International Longshoremen's Association as a labor judge found the company guilty of a list of anti-Union dirty tricks.

Steven Fish, an administrative law judge with the National Labor Relations Board (NLRB), found that the box carrier had "embarked on a pervasive campaign of unlawful conduct to deter employees from Unionizing".

Evergreen denied wrongdoing and is expected to appeal the ruling to the full NLRB. Avenues of appeal after that might include U.S. Appeals Court and the U.S. Supreme Court. But Fish's evidence, collected in 43 days of hearings, would make an appeal a lengthy process because of the size of the file.

The dispute is years old, but this specific case dates to a 2001 referendum in which Jersey City employees rejected Union membership, 61-52. But the ILF and organizing workers pointed out in an appeal to the NLRB that some employees had been promoted, had their pay

raised and had benefits upgraded in the days leading up to the vote.

The ILF asserted that the company's largesse amounted to bribing the workers to vote "no" on the referendum. Fish agreed. He also accused Evergreen of unlawfully threatening workers "including 11 separate instances of threats to close the plant or loss of jobs, as well as threats to reduce benefits and implied threats of reprisal".

Workers were also told to ignore Union brochures and "throw such literature in the garbage", Fish found.

A separate case involving Evergreen remains pending in U.S. District Court in New Jersey. The NLRB's in-state office seeks an interim order to force Evergreen to begin bargaining in good faith with the ILA on behalf of New Jersey workers.

This matter is separate from another beef between Evergreen and the ILA over rights to represent four port captains and an engineer. After a 28-day strike in 2003 over the issue, Evergreen agreed to a three-year union contract for the five employees.

## Matson hires executive for new West Coast-China service

With China service less than six months away, Matson Navigation Company has reached outside its own executive ranks for someone to run it.

Dan Robinson, hired as director of trans-Pacific service, has most recently been vice president for trans-Pacific eastbound pricing for Hyundai Merchant Marine. But Robinson has more than 30 years of maritime experience including 14 years at APL and 16 years at Sea-Land.

"Matson is very fortunate to have Dan Robinson lead our new China service market efforts in the U.S.," said Dave Hoppe, senior vice president, ocean services. "His comprehensive knowledge of the trans-Pacific trade will ensure Matson delivers a world class service to our customers."

Most of Robinson's career has focused on eastbound trans-Pacific trade, primarily from Asia. At APL, he had executive level responsibility for profit and loss of the company's trans-Pacific eastbound market, with revenues of \$1.4 billion. At Sea-Land, APL and Hyundai, Robinson was actively involved in pricing and customer contact. Robinson has spent nine years of his maritime career based in Asia, mostly in Hong Kong. In his new role, Robinson will be based in Oakland, California.

## Collisions worry Japanese

The Japan coast guard has expressed concern over the recent amount of collisions in which a number of lives have been lost. It has requested the Japan Federation of Coastal Shipping Associations to ensure that its members take all necessary steps to prevent such accidents. Japan flagged coastal ships were involved in seven out-of-nine collisions that have occurred since July 14. Poor visibility caused by thick and persistent fog along the Pacific Coast of Japan in the latter half of July has been cited as a contributing factor in most of the accidents, which have left 10 seafarers dead and five still missing.

## APL introduces radio frequency ID to its Southern California marine terminal

Late July, American President Lines introduced active radio frequency identification (RFID) technology to its Southern California marine terminal in an important innovation that will speed up cargo container processing.

By introducing Real Time Locating System technology at its Global Gateway South (GGS) terminal, APL can reduce by as much as half a day or more the amount of time it takes to track a container in the yard and prepare it for transport. This not only improves terminal efficiency but, more importantly, helps improve on-time cargo delivery to customers.

"Our customers are looking for new answers to their supply chain challenges," said John Bowe, Regional President of APL's parent company NOL, "and RFID technology offers significant benefits."

The innovation at GGS comes hard on the heels of the launch of an RFID test center in Singapore—an initiative by NOL in partnership with Sun-Microsystems designed to evaluate RFID applications in a "live" supply-chain environment. It is the first RFID facility of its type in Southeast Asia and provides a full range of packaging and tag testing, compliance and integration services, along with training and entry-level "tag and ship" solutions for customers.

In Los Angeles, APL is affixing active RFID tags to every chassis in its yard. The tags transmit location signals to computerized tracking equipment. Since nearly every container at the GGS termi-

nal is on a chassis, containers can be quickly spotted and readied for shipment by rail, truck or ship.

The Real Time Locating System is the first-ever use of active RFID technology in a "wheeled" terminal, that is, one that stores containers on chassis instead of stacking them on the ground. The locating system replaces outmoded technology that required drivers with tracking equipment to search up and down rows of containers for a particular unit.

Using the old system, tracking could take as long as half a day or more. With RFID, containers can be spotted almost instantly. "We've gone from 'park it now, find it later,' to 'park it now, find it now,'" said Bowe.

APL's innovative use of RFID marks a milestone in its relationship with the International Longshore and Warehouse Union (ILWU), which supplies labor for GGS and other West Coast marine terminals. It's among the company's most far-reaching uses of technology since a 2002 agreement with the ILWU establishing guidelines for the implementation of waterfront automation. APL and ILWU officials worked closely on everything from planning to testing and implementation of the Real Time Locating System. "The unique collaboration among APL, the ILWU and our technology partners in developing this technology application illustrates the commitment by all parties to bring the best possible service to the shipping community," said Bowe.

## AFL-CIO Convention—continued from page 1

The CTW was formed in June after close to a year of discussion and debate about reform in the AFL-CIO. As a result of the debate, the 54 remaining AFL-CIO affiliates adopted a series of resolutions that promise sweeping changes throughout the labor movement. Among the most important resolutions were:

- A major reorganization of the AFL-CIO governing structure, with a reduction from 54 to 46 seats on the Executive Council and the establishment of an Executive Committee with 19 seats.

- The development of a Strategic Organizing Fund, with the goal of encouraging organizing. A substantial portion of the fund would be designated to go back to unions who spend at least 30 percent of their annual revenue on strategic organizing, and another portion earmarked for organizing campaigns important to the entire labor movement (Wal-Mart, Comcast, FedEx, public employees, etc.).

- Creation of Industry Coordinating Committees (ICC) to coordinate industry-wide organizing efforts. An ICC would be formed at the request of unions involved in organizing a particular industry, and would develop and enforce a strategic plan for organizing throughout the industry. All AFL-CIO affiliated Unions would have to participate in the ICC, and would be subject to ICC decisions and enforcement.

- The convention adopted a four cent per-capita increase, with the increased funds earmarked for support of state and local labor reorganizations, both to replace funds which will be lost through the SEIU, Teamster, UFCW disaffiliation, and to provide "financial, strategic, programmatic, and staff sup-

port" to central bodies to create a grassroots mobilization for organizing and political action.

- The creation of a commission to examine the merger of international unions, based on an "industry-wide strategic merger policy." The goal is to "unite workers in common jurisdictions in order to enhance bargaining strength, union growth and the lives of workers."

With the disaffiliation of the UFCW immediately following the convention, there are currently three unions remaining in the AFL-CIO who are also announced members of the CTW; the Laborer's International Union of Northern America, Unite HERE, and the United Farm Workers of America. The United Brotherhood of Carpenters actually left the AFL-CIO in 2001, but has now announced their affiliation with CTW.

"Workers need one national voice," said Lundeberg, "Unions are prime targets for George W. Bush and his corporate pirates. Industry wants to exploit workers to maximize profits. We see it overseas, we see it with the recent adoption of CAFTA, and we see it in non-Unionized industries at home.

"The only power we have is our 13 million members, their families, their friends, their supporters," he said. "Now more than ever we need to stand and fight together against our common enemy, not to fight among ourselves. Those Unions who left the Federation put their own interest above worker solidarity."

For more on the AFL-CIO Conventions, see Lundeberg's report on page 18.

# American Ship Management and American President Lines Wage Rates effective July 1, 2005\*

## C-10 and C-11 Class Vessels

Rating	Wages		Supp. Benefit Base		Supp. Benefit Monthly	Money Purchase Pension Plan Daily
	Monthly	Daily	Monthly	Daily		
Bosun over 20,00 GT	\$4,525.03	\$150.84	\$4,663.21	\$72.54	\$2,176.14	\$25.00
Bosun 15,001-20,000 GT	\$4,302.99	\$143.44	\$4,478.53	\$69.67	\$2,090.10	\$25.00
Bosun 9,001-15,000 GT	\$4,097.06	\$136.57	\$4,275.37	\$66.50	\$1,995.18	\$25.00
A.B. Maint.	\$3,075.99	\$102.53	\$3,368.15	\$52.40	\$1,571.79	\$25.00
A.B.	\$3,221.96	\$107.40	\$3,515.83	\$54.70	\$1,640.62	\$25.00
AB Watchstander/Daystander	\$3,221.96	\$107.40	\$3,515.83	\$54.70	\$1,640.62	\$25.00
O.S.	\$2,495.91	\$83.20	\$2,787.03	\$43.37	\$1,300.70	\$18.51

### OVERTIME RATES

The hourly overtime rate for all ratings

except the Ordinary Seaman	\$25.40
Ordinary Seamen	\$19.05

### CARGO RATES

The hourly cargo rate for all ratings:

Straight Time Hours	\$19.05
Overtime Hours	\$31.39

### SHORTHANDLED (Section 7 SUP Work Rules)

Bosun	\$43.36
A.B.	\$32.67

### STANDBY RATES (Section 43 SUP Work Rules)

Bosun		
Straight Time Hours	\$24.25	\$25.00
Overtime Hours	\$39.88	
A.B.		
Straight Time Hours	\$23.23	\$25.00
Overtime Hours	\$38.29	

### SHIFT SHIP GANGS (Section 44 SUP Work Rules)

Bosun		
Straight Time Hours	\$21.48	\$25.00
Overtime Hours	\$35.72	
A.B.		
Straight Time Hours	\$20.25	\$25.00
Overtime Hours	\$34.15	

### DECK PORT WATCHES (Section 55 SUP Work Rules)

Bosun		
Straight Time Hours	\$28.92	
Overtime Hours	\$43.36	
A.B.		
Straight Time Hours	\$21.78	
Overtime Hours	\$32.67	

### FUEL OIL SPILL CLEANUPS

Straight Time, all ratings	\$14.82
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## SUP Shoregang Maintenance Agreements

### RATING

		Money Purchase Pension Plan Daily
Rigging-Splicer and Sail Maker		
Straight Time	\$28.00	\$25.00
Overtime	45.35	
Rigging-Wire Splicer's Helper		
Straight Time	\$25.76	\$25.00
Overtime	42.12	
Rigging-General Maintenance Work		
Straight Time	\$25.43	\$25.00
Overtime	41.62	
Spray Painting, Sandblasting, Steam Cleaning and Welding		
Straight Time	\$26.79	\$25.00
Overtime	43.58	
Storekeeper-General Maintenance		
Straight Time	\$26.79	\$25.00
Overtime	43.58	
Bosun		
Straight Time	\$29.93	\$25.00
Overtime	47.98	
Bosun's Mate or Leaderman		
Straight Time	\$28.00	\$25.00
Overtime	45.35	
Carpenter		
Straight Time	\$27.42	\$25.00
Overtime	44.60	

Spraying, Sandblasting enclosed spaces additional per hour ..... \$1.65

## J-10 Class Vessels

### RATING

		Money Purchase Pension Plan Daily
Bosun/AB		
Monthly Base Wage	\$3,814.03	\$25.00
Daily Base Wage	\$127.14	
Daily Supplemental Wage	\$60.94	
A.B. Watchstander/Dayworker		
Monthly Base Wage	\$2,896.29	\$25.00
Daily Base Wage	\$96.55	
Daily Supplemental Wage	\$49.24	

**OVERTIME RATE** ..... \$22.86

### CARGO RATES

The hourly cargo rate for all rating:

Straight Time Hours	\$17.14
Overtime Hours	\$28.26

### SHORTHANDLED (SECTION 7. SUP Work Rules)

Bosun	\$39.01
A.B.	\$29.40

### DECK PORT WATCHES (SECTION 55. SUP Work Rules)

Bosun		
Straight Time Hours	\$26.02	
Overtime Hours	\$39.01	
A.B.		
Straight Time Hours	\$19.57	
Overtime Hours	\$29.40	
Fuel oil spill cleanup		
Straight Time, all ratings	\$13.24	

\*American Ship Management/American President Lines wage rates reflect the 2004 status-quo. Effective August 1, 2005, APL assumed the SUP Maintenance Agreements with ASM. Effective October 1, 2005, APL assumes the SUP/ASM Offshore Agreement.

# Matson Navigation Company Wage Rates

effective July 1, 2005

## 071, Roll-On/Roll-Off, C-8 and C-9 class vessels

Rating	Wages		Supp. Benefit Base		Supp. Benefit		Money Purchase Pension Plan
	Monthly	Daily	Monthly	Daily	Monthly	Daily	
Bosun	\$4,632.16	\$154.41	\$4,773.90	\$90.17	\$2,705.10		\$25.00
A.B.	\$3,295.55	\$109.85	\$3,599.12	\$67.98	\$2,039.40		\$25.00
O.S.	\$2,552.89	\$85.10	\$2,853.01	\$53.89	\$1,616.70		\$18.51

### OVERTIME AND OTHER RATES

The hourly overly overtime rate for all ratings except the Ordinary Seaman shall be ..... \$25.99  
 Ordinary Seamen (overtime rate) ..... \$19.49

### CARGO RATES

The hourly cargo rate for all ratings shall be:  
 Straight Time Hours ..... \$19.49  
 Overtime Hours ..... \$32.11

### SHORTHANDLED (SECTION 7. SUP Work Rules)

Bosun ..... \$44.38  
 A.B. .... \$33.43

### STANDBY RATES (Section 43 SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$30.68 ..... \$25.00  
 Overtime Hours ..... \$49.22  
**A.B.**  
 Straight Time Hours ..... \$25.35 ..... \$25.00  
 Overtime Hours ..... \$41.44

### SHIFT SHIP GANGS (Section 44 SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$22.00 ..... \$25.00  
 Overtime Hours ..... \$36.59  
**A.B.**  
 Straight Time Hours ..... \$20.71 ..... \$25.00  
 Overtime Hours ..... \$34.94

### DECK PORT WATCHES (SECTION 55. SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$29.58  
 Overtime Hours ..... \$44.37  
**A.B.**  
 Straight Time Hours ..... \$22.29  
 Overtime Hours ..... \$33.43

### FUEL OIL SPILL CLEANUPS

All Ratings: Straight Time ..... \$15.14

### SUP SHOREGANG: MAINTENANCE AGREEMENTS WAGE RATES

**Working Bosun**  
 Straight Time ..... \$30.69 ..... \$25.00  
 Overtime ..... \$49.22  
**General Maintenance**  
 Straight Time ..... \$25.35 ..... \$25.00  
 Overtime ..... \$41.45  
 Spraying, Sandblasting enclosed spaces: additional per hour \$1.65

## CV 2600 Manukai-class vessels

Rating	Wages		Supp. Benefit Base		Supp. Benefit		Money Purchase Pension Plan
	Monthly	Daily	Monthly	Daily	Monthly	Daily	
Bosun	\$4,049.81	\$134.99	\$4,181.05	\$74.33	\$2,229.90		\$25.00
A.B.	\$3,119.98	\$104.00	\$3,407.37	\$60.58	\$1,817.40		\$25.00
O.S.	\$2,416.89	\$80.56	\$2,698.53	\$41.97	\$1,259.15		\$18.51

### OVERTIME AND OTHER RATES

The hourly overly overtime rate for all ratings except the Ordinary Seaman shall be ..... \$24.60  
 Ordinary Seamen (overtime rate) ..... \$18.45

### CARGO RATES

The hourly cargo rate for all ratings shall be:  
 Straight Time Hours ..... \$18.45  
 Overtime Hours ..... \$30.41

### SHORTHANDLED (SECTION 7. SUP Work Rules)

Bosun ..... \$42.01  
 A.B. .... \$31.65

### STANDBY RATES (Section 43 SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$23.46 ..... \$25.00  
 Overtime Hours ..... \$38.64  
**A.B.**  
 Straight Time Hours ..... \$22.50 ..... \$25.00  
 Overtime Hours ..... \$37.10

### SHIFT SHIP GANGS (Section 44 SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$20.83 ..... \$25.00  
 Overtime Hours ..... \$34.64  
**A.B.**  
 Straight Time Hours ..... \$19.61 ..... \$25.00  
 Overtime Hours ..... \$33.09

### DECK PORT WATCHES (SECTION 55. SUP Work Rules)

**Bosun**  
 Straight Time Hours ..... \$28.02  
 Overtime Hours ..... \$42.02  
**A.B.**  
 Straight Time Hours ..... \$21.11  
 Overtime Hours ..... \$31.65

### FUEL OIL SPILL CLEANUPS

All Ratings: Straight Time ..... \$14.33

## SUP Officers' Wages

In accordance with Article XV, Section 3, of the SUP Constitution: "Every time the new wage scale is printed in the *West Coast Sailors* showing the seagoing [dry cargo-offshore] members and standby gang wage scale, the benefits and wage scale of the Union officials shall be printed right along with, and in the same issue, of the *West Coast Sailors*."

### Weekly Wages for SUP officers effective July 1, 2005:\*

President/Secretary-Treasurer ..... \$1,535.44  
 Vice President/Assistant Secretary-Treasurer .... \$1,216.97  
 Branch Agent ..... \$1,216.97  
 Business Agent ..... \$1,195.43

\*These wages reflect the 2004 status-quo as the officers of the Union voluntarily agreed to take a wage freeze this year. Also, these wages reflect the \$1.00 per-man, per-day allocation authorized by the membership from the July 2001 wage increase to support the hiring hall.

**Benefits:** Medical and dental coverage (SUP Welfare Plan); four weeks vacation per year, and participation in the SIU-Pacific District Pension Plan. SUP officials are not participants in the SUP Money Purchase Pension Plan.

**Protect your job!**  
Support the SUP Political Fund

# SUP Honor Roll

Voluntary contributions from the membership to the following funds:

## Organization/ General Fund

Karl Andersen .....	100.00
Jose Angeles .....	20.00*
Leighton Gandy .....	20.00*
Duane Hewitt .....	20.00*
Hannu Kurppa .....	100.00
Vince O'Halloran .....	100.00*
Scott Oliphant .....	20.00
David Sylstra .....	40.00*

\*In lieu of dues increase.

## West Coast Sailors

Douglas Alexander .....	20.00
Norman Bor .....	25.00
Chris Bright .....	20.00
Hugh Crandall in memory of Jack Willson .....	25.00
Richard Gifford .....	25.00
Brandon Keopuhiwa .....	25.00
Norman Kurtz .....	25.00
Joseph Moniz .....	20.00
William Self .....	25.00
Will Williamson .....	25.00

## Political Fund

Douglas Alexander .....	20.00
Chris Bright .....	20.00
Robin Colonas .....	100.00
John Farley .....	20.00
Edwardo Figuracion .....	20.00
Steve Foster .....	20.00
Daniel Gonzales .....	100.00
Vern Haik .....	50.00
John Hamann .....	40.00
Brandon Keopuhiwa .....	25.00
James Kolm .....	20.00
Mike Lee .....	50.00
Gunnar Lundeberg .....	100.00
David McKeithen .....	100.00
Joseph Moniz, Jr. ....	20.00
Terry Monroe .....	10.00
Donald O'Halloran .....	20.00
Steve Saganey .....	20.00
Richard Tracy .....	20.00
Louie Urbano .....	40.00

## Dues-Paying Pensioners

Rafael Cooper	Book #4687
Romaine Dudley	Book #2593
Duane Hewitt	Book #5748
Knud Jensen	Book #3940
John Jewett	Book #4291
Tony Jones	Book #4305
Kaj E. Kristensen	Book #3120
Eli Lalich	Book #4062
Gunnar Larsen	Book #3516
John McKeon	Book #6456
Joseph Napier	Book #2299
John Pedersen	Book #3834
John Perez	Book #3810
Cliff Rouleau	Book #3144
Ralph Senter	Book #7323
Jack Stasko	Book #7430

## Big plunge in ocean biological diversity in the past 50 years

The variety of species in the world's oceans has dropped by as much as 50 percent in the past 50 years, according to a paper published this month in the journal *Science*.

A combination of overfishing, habitat destruction and climate change has narrowed the range of fish across the globe, wrote biologists Boris Worm and Ransom Myers of Dalhousie University in Nova Scotia and three other scientists. In some areas, such as the ocean off northwest Australia where a wide variety of tuna and billfish used to thrive, diversity has declined precipitously.

The study, which marks the first worldwide mapping of predatory fish diversity, identified five remaining spots in the world that still have a rich variety of species, two of them in U.S. waters. The spots include areas off the east coast of Florida, south of Hawai'i, near Australia's Great Barrier Reef, near Sri Lanka and in the South Pacific.

The total catch of tuna and billfish has increased as much as tenfold over the past half-century, prompting fish diversity to plummet. Overfishing is the main factor of these species' decline, Worm said, as well as for other fish caught inadvertently.

In an example of how shifts in water temperature can also affect diversity, the study found that in the Pacific, the variety of fish expanded when the weather pattern known as El Nino swept in and brought warmer surface water, but then contracted when temperatures dropped. Predatory fish appear to like medium temperatures around 77 degrees Fahrenheit, Myers said.

Worm and Myers —along with Marcel Sandow and Andreas Oschlies of Germany's Leibniz Institute for Marine Science and Heike Lotze of Britain's National Oceanography Center—used data from Japanese long-line fisheries going back to the 1950s, which they cross-referenced with scientific observer data from the United States and Australia, to do the study.

The researchers determined that tuna and billfish are indicators of wider ocean diversity, and that these species are disappearing in many areas. Midsize predators —snake mackerel and pelagic stingrays— are taking their place.

Worm compared the diminishing range of species to a poorly distributed stock portfolio that's ill-equipped to respond to economic and environmental shifts.

"As (fishing) markets change, as the climate changes, you have nothing to fall back on," he said. Myers said international authorities need to ban fishing in ecologically valuable sites if they want to preserve them. "We need protected areas in the open ocean," he said. "The open ocean is still open access."

# FAMILY SECURITY



THANKS TO THE UNION!

## Don't shop Wal-Mart for back-to-school!

Child labor violations. Sex discrimination. Low wages. Lousy benefits. All from Wal-Mart—a company that rakes in \$10 billion a year in profits.

Wal-Mart needs a real education in how a rich company should treat its workers. And together, we're going to provide it by pledging to buy back-to-school supplies from other stores this year.

Here are a few reasons not to buy at Wal-Mart:

- As the world's largest retailer, Wal-Mart is setting the standard for America's workplaces and it's a standard of low wages, poor benefits and worker abuse that working families cannot accept.

- Wal-Mart has racked up huge fines for child labor law violations. It reportedly makes children younger than 18 work through their meal breaks, work very late and even work during school hours. Several states have found Wal-Mart workers younger than 18 operating dangerous equipment and working in dangerous areas.

- Wal-Mart pays poverty-level wages and fails to provide affordable company health insurance to more than 600,000

employees. That means Wal-Mart worker and their families have a hard time paying the bills and getting the health care they need. Wal-Mart is at or close to the top of state lists of employers whose workers are forced to rely on taxpayer-funded health insurance programs like Medicaid.

- Wal-Mart has a shameful record of paying women less than men. Wal-Mart pays women workers nearly \$5,000 less yearly than men. Some 1.6 million women are eligible to join a class-action lawsuit charging Wal-Mart with discrimination.

- By demanding impossible low prices, Wal-Mart forces its suppliers to produce goods in low-wage countries that don't protect workers. A worker in Honduran clothing factory whose main customer is Wal-Mart, sews sleeves onto 1,200 shirts a day for only \$35 a week.

- Wal-Mart, America's largest private employer, raked in \$10 billion in profits last year. CEO Lee Scott landed almost \$23 million in total compensation last year alone. Wal-Mart has not excuse for its behavior.

## Dubai to open ship registry office

Dubai Maritime City (DMC) is to house the first ship registry office in the Middle East, which is aimed at boosting the maritime community in the region. Without giving a time frame for the proposed registry, DMC officials said that the proposed registry will be supported by a specialized admiralty bench to address shipping-related legal issues. "The primary function of the registry will be to maintain the specific requirements of the government related to the ship owning company or the ship itself," DMC project manager Amr Ali said. "We aim to ensure that the highest possible standards are maintained to make it attractive for ship owners and liner operators to register with us." Dubai-based Emarat Shipping MD Jitendra Misra said, "It is a very important move as the country can emerge as a full-fledged flag state." Gulf Energy Maritime board member Yusr Sultan Al Juneidy said: "People underestimate how important it is to have a reputed flag registry, not only for owner members but also for bankers and financing institutions."

## California's ocean economy is major

California's ocean industries generated \$42.9 billion in 2000, giving it the nation's largest "ocean economy," according to a report.

The ocean economy also provided 408,000 jobs five years ago and \$11.4 billion in wages and salaries, according to a recently released California Resources Agency study.

The report underscores the coast's economic value in supporting state efforts to cut coastal pollution, conserve marine life, and protect beaches and other natural resources. The findings provide "California with strong evidence that its unique ocean and coastal resources are important to sustaining California's economy," the study said.

It was prepared for state officials by environmental scientists, who examined six economic sectors that included coastline construction, harvesting of offshore minerals, shipbuilding and repair, tourism, port activity, and other maritime transportation.

A majority of new coastal jobs were low-wage positions in the tourism and recreation sector, typically paying \$18,000 or less a year, said coauthor Judith Kildow, a professor at California State University, Monterey Bay. Meanwhile, the level of business for commercial fishing and industrial business such as ship building fell between 1990 and 2000, the study found.

## In a Big Brother ruling, GOP-dominated NLRB says workers can be banned from interacting outside the workplace

In a slap in the face to America's workers, the Republican-dominated National Labor Relations Board (NLRB) ruled employers can ban off-duty interaction among coworkers, a clear attack on an individual's right to freedom of association, speech and privacy, according to American Rights at Work, a nonprofit group advocating to restore workers' freedom to form Unions.

The June 7 decision came in the case of Guardsmark, a national security firm that imposed a rule directing employees not to "fraternize on duty or off duty, date or become overly friendly with the client's employees or with co-employees." In September 2003, workers filed unfair labor practice charges against Guardsmark, saying the company's rules inhibited its employees' rights under federal labor law to form, join or assist Unions. Federal labor law allows employers to ban association among co-workers during work hours, but Guardsmark's regulations banned off-duty association of co-workers as well.

"The NLRB gives employers the green light to invade our privacy and chip away at our most basic rights in the workplace," says David Bonior, chairman of American Rights at Work.

The Republican majority of the board argued workers likely would interpret the rule as merely a ban on dating, not a prohibition of the association among coworkers protected by the law. But the dissenting member, Democratic-appointee Wilma Liebman, said because the rule already specifies dating, workers logically would understand fraternization to mean something else, such as their freedom to associate and form Unions.

The Guardsmark decision is the latest in a series of NLRB rulings that restrict workers' freedom to form Unions. Last November, in a partisan 3-2 vote, the board effectively eliminated the right of temporary agency workers to form Unions by ruling that temporary agency workers cannot be included in a bargaining unit with permanent employees unless both the temporary agency and the client's employer consent and the permanent employer consents.

That decision showed the "onerous climate in which the board is increasingly siding with employers over workers and denying workers their federally protected rights to form Unions," said AFL-CIO President John Sweeney.

In July 2004, the Board ruled graduate assistants are students, not employees, and not entitled to the protections of federal labor law.

"No flawed labor board decision can erase the fact that the freedom to form Unions is a fundamental human right. When the government takes away federally sanctioned avenues to form Unions, America's workers will organize nonetheless," Sweeney said.

The fallout from that decision already has begun. New York University (NYU) officials announced August 5, that they would no longer recognize UAW Local 2110 as the bargaining representative for about 1,000 graduate assistants when the current contract expires August 31. NYU was the first private university to recognize a Union for graduate assistants.

## Farm workers launch new Gallo boycott

The United Farm Workers of America (UFW) have launched a boycott against 40 brands of wine produced by E. & J. Gallo, in protest over the company's practice of employing temporary field laborers supplied by contractors. The UFW says the boycott began in support of 220 contract workers at Gallo in Sonoma, California.

Some 75 percent of Gallo's Sonoma County workers are employed by contractors, who pay for no benefits, and Gallo bears responsibility for the workers' poor living conditions, says the union. The remaining 25 percent are full time and receive benefits.

"The Gallos abuse, cheat and deny the majority of their workers' benefits, job protections and humane living conditions in the heart of California's fabled wine country," said UFW President Arturo Rodriguez.

Some of the brands affected by the boycott include Indigo Hills, Louis M. Martini, Mirassou, Napa Valley Vineyards and Rancho Zabaco Winery.

The UFW's major boycotts in the 1970s—of lettuce, table grapes and Gallo wine—helped bring passage of the California Agricultural Labor Relations Act, as well as a string of union election victories.

"Cesar Chavez liked to say that boycotts are better than elections because the polls never close and you can vote more than once," Rodriguez told Union members and supporters at the boycott kickoff in front of San Francisco City Hall.

## Short-sea initiative criticized by GAO

The Department of Transportation's (DOT) high-priority interest in developing U.S. short-sea options has been criticized by the U.S. General Accountability Office (GAO) which has questioned the extent of federal funding involved. The GAO audit found that efforts by the DOT and the U.S. Maritime Administration to spur short-sea options have been "too narrowly focused" and that the DOT should develop a more thorough understanding of congestion mitigation before any call for substantial federal funding.

"In light of growing budget deficits, public decision maker must guard against waste of limited public resources," said the GAO. The audit cited numerous challenges to developing short-sea service in the United States, including the Harbor Maintenance Tax levy, higher Jones Act vessel operating costs, port facilities that do not accommodate roll-on-roll/off services and a general reluctance by stakeholders "to try new shipping modes, regardless of potential benefits."

In response, the DOT said it generally agreed with the GAO recommendations, but asserted that "serious and growing" congestion of U.S. rail and highway networks required that it "press the envelope on maritime options."

## United States shows no leniency over foreign merchant mariner visa requirements

U.S. authorities have made it clear that they will show little mercy over violations of tough security rules for crew, even when breached without ill intent.

In one incident that has just been revealed, crew members who stepped ashore in the country for a few minutes to collect food and water prompted officials to impose a substantial fine on their shipowner, which was moderated only after a strong appeal.

A new warning about the need for total compliance with crew visa requirements has come from the U.K. P&I Club, the world's biggest shipowner mutual insurer of liabilities.

Amid immigration and terrorism concerns, U.S. agencies have become super-sensitive over visa issues. In the maritime field, the U.S. Customs and Border Service and the U.S. Coast Guard have set up standard operating procedures to identify allegedly high risk crew members, and ensure they cannot leave the vessel once ordered to be detained. A foreign crew member does not need a visa to sail to the U.S., but he or she will not be able to leave the vessel without one.

In its latest newsletter, the club's U.S.-based Bodily Injury Team has highlighted a serious case. Karen Hildebrandt of the club's specialist team related that on arrival at Houston in a club-covered general cargoship, all the Thai crew were without visas. As a result, the U.S. Customs officer cleared the vessel but ordered the crew to be detained on board. Shortly afterwards, stores and provisions for the vessel were delivered alongside. As the stevedores were taking their lunch

break, several crew members began loading the stores and provisions on to their ship while another hooked up the fresh water pipe from dock to vessel. All that took less than 30 minutes. The crew returned on board and remained there until the ship left the United States.

A Customs officer had observed the loading from a nearby vessel, and a notice of intention to fine under the Immigration and Nationality Act was issued to the vessel's agent. It named the crew members and assessed a substantial penalty for failure to detain alien crew. Fortunately, the vessel had already sailed or security would have had to be deposited to allow departure.

A written defense on behalf of the shipowner and agent pointed out that the violation was accidental, that the actions taken concerned the immediate needs of the vessel, and that there were no other incidents involving vessel and crew.

The Customs service acknowledged the circumstances and the lack of specific intent to violate the law. It refused to withdraw the fine, but reduced it substantially.

Aliens from 25 countries have been identified as warranting additional monitoring in the interest of U.S. national security. Crew members from those countries may be ordered to be detained on board as high risk.

U.K. Club managers are reminding shipowners that extra measures, such as providing guards, should be taken by owners, operators, masters and agents to prevent crew members gaining entry illegally into the United States.

## Master eludes arrest in Cape Town

The deputy sheriff of Cape Town, South Africa, had to be rescued from a departing vessel after the master refused to let the vessel be arrested.

The arrest order was made against the 18,612 dwt bulk carrier *Meta* after the demise charterers, African Maritime Carriers of the British Virgin Islands, failed to pay hire due on another vessel.

"We managed to get the deputy sheriff, Mark Withers, on board the vessel as it was leaving port by way of the pilot boat, but unfortunately things turned nasty after that," said Janine Lee, joint head of the maritime law firm Sonnenberg Hoffman Galombik. The Chinese master refused to obey the port authorities, saying that he intended continuing his voyage to Argentina and that the sheriff would have to accompany them. After receiving threats to his well-being from some of the crew, Withers called for help. Calls from the vessel's agents, the port authority, the P&I Club, and the ship's owner persuaded the master to slow the *Meta* sufficiently for the sheriff to disembark to a launch via the pilot boat.

## Containership fire in Los Angeles

Firefighters in Los Angeles were rushed to the port on August 12, after reports of heavy smoke issuing from the 2,325 teu *Horizon Navigator*, which was alongside Terminal Island.

Fire department spokesman Jim Wells said that one container and a cargo hold cover were ablaze, but nine companies of firefighters and three fireboats were able to contain and extinguish the fire in

about an hour. Damage was limited to the 1972-built ship's insulation, along with the glass and wood products enclosed in the container.

The spokesman said that a dockside crane was used to remove seven containers from the cargo hold to insure that the fire had not spread. No injuries were reported as a result of the fire, which is thought to have been caused by a welder's torch.

## Stranded Kuwaiti cow carrier crew heads to Australian court for back wages owed

The 69 crewmembers of livestock carrier *Mawashi Al-Gasseem* stranded on their vessel in Port Adelaide, have taken their case to the Federal Court of Australia for wages owed of approximately \$450,000 in back pay.

The 1973-built Kuwait-registered ship, owned and operated by Kuwaiti Saudi Livestock, was arrested in Adelaide several weeks ago reportedly because fuel supplier OW Bunker was owed several hundred thousand dollars for unpaid bunkers.

The mainly Filipino crew say they were previously promised their back-pay but have never received it. Maritime Union of Australia Branch Secretary Jamie Newlyn said that the International Transport Workers' Federation has arranged for lawyers to act on behalf of the crew. He also said that the vessel might need to be sold as part of the cost recovery process, in which case the crew would receive their wages and repatriation costs.

# Sailors' Union of the Pacific/ Training Resources, Ltd.

## Schedule of Course Offerings for 2005

The following dates are tentative. Contact Steve Messenger (415 957-1816) for more information.

### STCW 95 Basic Safety Training

• Basic Fire Fighting	• Basic First Aid		
• Personal Survival	• Personal Safety and Social Responsibility		
Aug. 22-26	Sep. 19-23	Oct. 17-21	Dec. 5-9
Sep. 12-16	Oct. 3-7	Oct. 31-Nov. 4	Dec. 12-16
		Nov. 14-18	

### LMSR Vessel Training (MSC approved)

Sep. 13-23	Oct. 11-21	Nov. 8-18	Dec. 6-16
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### Small Arms Training (MSC approved)

Sep. 26-28	Oct. 24-26	Nov. 21-23	Dec. 19-21
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### Able Seaman (AB)

Sep. 12-24	Oct. 10-22	Nov. 7-19	Dec. 5-17
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### Survival Craft (Lifeboatman)

Aug. 22-25	Oct. 3-6	Oct. 31-Nov. 3	Dec. 5-8
Sep. 12-15	Oct. 17-20	Nov. 14-17	Dec. 19-22
Sep. 26-29			

### Training Information and Enrollment

#### Contacts

Steve Messenger, SUP Training Rep. SUP Welfare Plan 450 Harrison St., San Francisco, CA 94105 Tel: (415) 957-1816 Fax: (415) 778-5494 E-mail: suptrainingrep@sbcglobal.net	Dave Connolly, SUP Vice President c/o Andrew Furuseth School of Seamanship 450 Harrison St., San Francisco, CA 94105 Tel: (415) 777-3400 Fax: (415) 777-5088 E-mail: daveconnolly@msn.com
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## Attend your Union meetings!

**Editor's Note:** For those who want to receive the *West Coast Sailors* in a more timely manner, subscriptions via **first-class mail** are now available (one-year intervals only) for \$25 per year.

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Subscriptions are \$25.00 per year.  
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450 Harrison Street  
San Francisco CA 94105



## Welfare Notes

August 2005

### New Medicare Prescription Drug Plan

Medicare will soon offer a voluntary prescription drug plan with coverage beginning January 1, 2006. The enrollment period for this new benefit, entitled Medicare Part D, is from November 15, 2005 through May 15, 2006 and Part D coverage will be offered through various insurance companies with different company plans covering different drugs. Recent good news is that the average monthly premium for the Medicare drug plan has been reduced from the previously projected \$37.37 to \$32.20.

Anyone who is qualified to receive existing Medicare benefits will be eligible for the new Medicare drug plan. Current information regarding general coverage is as follows: Medicare Part D will pay 75 percent of initial drug costs up to \$2,250 annually after a \$250 deductible. There is no coverage for drug costs incurred from \$2,251 to \$5,099. However, once drug expenses exceed \$5,100 annually, Medicare Part D will pay 95 percent of all costs.

An important fact to remember is that there will be a penalty of 1 percent increase in the monthly premium for every month sign up is delayed after the November 2005 to May 2006 enrollment period cited above.

Additionally, for those Medicare beneficiaries who meet certain low income restrictions, subsidized Part D coverage will be available with generally zero premiums, no deductible, and only \$2 or \$3 co pays per prescription. Medicare has begun sending notices to people who may qualify for this financial help.

Information concerning specific Medicare Part D plans, including which drugs will be covered, will not be available until October. For additional details, Medicare can be reached at its toll-free information line, 1-800-633-4227, or at the Medicare Web site, [www.medicare.gov](http://www.medicare.gov).

### SIU-PD Pension Plan

#### SIU-PD Supplemental Benefit Plan

730 Harrison St., Suite 400, San Francisco CA 94105

#### Telephone Numbers:

Main .....	(415) 764-4990
Accounting .....	(415) 764-4907
Pension .....	(415) 764-4987
Supplemental Benefits .....	(415) 764-4991
Administrative .....	(415) 764-4993

### SUP Welfare Plan

730 Harrison St., Ste. 415, San Francisco CA 94105

#### Telephone Numbers:

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

## Another loss for America: Brunswick moving production of bowling balls to Mexico

If you bowl, you've heard of Brunswick—the company that has made bowling equipment for nearly 100 years. In June, some 115 bowling ball production workers at the company's Muskegon, MI, headquarters learned that soon their jobs will disappear, as Brunswick moves its last bowling-related production line to Mexico.

Represented by Lodge 1813 of the International Association of Machinists, the workers couldn't compete with labor costs in Mexico that are one-tenth the amount in Muskegon. Lodge 1813 members earn wages ranging from \$13 to \$21 an hour. The company said it needed \$6 million in savings to keep production in the United States.

"We came up with reductions in wages and benefits that would have cut \$3 million (annually) from Muskegon operations, but to get the other \$3 million it would have necessitated modernizing the local plant," said Machinists' representative Pete Jazdyk. "They (management) chose to make that investment in Mexico. "Bowling is an all-American, blue-collar sport, Jazdyk said. "Who is going

to buy your bowling ball from Mexico?"

Brunswick has gradually moved bowling equipment manufacturing overseas for years, starting with shoes and bags. Bowling balls are the last Brunswick products being made in the United States. The company will continue to house its sales, marketing and research and development operations in Muskegon, employing some 275. At its height after World War II, Brunswick employed 2,500.

Jazdyk said negotiations will soon begin over severance pay, early retirement and education benefits. The company said the thousands of Brunswick retirees in West Michigan will continue to receive retiree benefits and that the company's pension plan is solid.

Jazdyk told the *Muskegon Chronicle* he blames the U.S. government's response to the global economy for the plant closing more than he blames Brunswick. Instead of working on economic and labor issues, he said, Congress spends its time with issues like steroid use among athletes and stem cell research. "What are our legislators doing fiddling with such non-issues?" Jazdyk said.



# Notice to All SUP Members

## NOTICE OF NOMINATION AND ELECTION OF OFFICERS

### for the SAILORS' UNION OF THE PACIFIC 2006-2008 TERM OF OFFICE

The membership of the Sailors' Union of the Pacific is hereby notified that the regular secret ballot Union-wide election of officers will be held from December 1, 2005, through January 31, 2006.

Attention is also called to the fact that nominations for regular office in the Sailors' Union of the Pacific for the 2006-08 term of office will be opened at Headquarters and at all Branches at the Regular meetings in September 2005.

The Regular meetings in September will be held at the following locations, dates and times:

**Headquarters: September 12, 2005 - 11:00 A.M.**

**450 Harrison Street, San Francisco, CA**

**Branches: September 19, 2005**

**Seattle, Washington: 2414 S.W. Andover Street,  
Building F, Suite 105, 11:00 A.M.**

**Wilmington, California: 533 N. Marine Avenue,  
11:30 A.M.**

**Honolulu, Hawai'i: 707 Alakea Street, 10:30 A.M.**

In accordance with the Sailors' Union of the Pacific Constitution, any eligible member may place his/her own name in nomination for any regular office or may be nominated by another member. Nominations may be made either in person or by mail; however, any nomination made by mail must be received at the Branch or at Headquarters at least one day prior to the meeting at which nominations will be received.

Any member of the Sailors' Union of the Pacific may submit or mail in his/her own name for nomination. However, no person may be a candidate for more than one office with the exception of the positions of Trustees of the SUP Building Corporation, and delegates to the SIUNA Convention.

All nominees who wish to run for office must have the necessary qualifications and acceptances in the office of the Committee on Candidates, 450 Harrison Street San Francisco, CA 94105, prior to midnight, October 14, 2005.

Balloting will be conducted by mail through an impartial balloting agent approved by the membership.

The election will fill the official positions in the Sailors' Union of the Pacific, as prescribed by the Constitution for a two-year term of office. The jobs are: President/Secretary-Treasurer, Vice President/Assistant Secretary-Treasurer, Business Agent, each at San Francisco.

At Seattle, Branch Agent; at Wilmington, Branch Agent; at Honolulu, Branch Agent.

In addition, five regular positions as Sailors' Union of the Pacific Building Corporation Trustees and three delegates and one alternate to the SIUNA Convention will be filled.

Any member of the union is eligible to be a candidate for and hold regular office, provided he/she possess the following qualifications:

- a) He/she is a member in good standing at the time of nomination;
- b) He/she achieved B seniority as defined in the Sailors' Union of the Pacific Shipping Rules;
- c) He/she is not disqualified by law.

A member shall not be eligible to be a candidate for and hold any regular office if within the past five years he/she has been convicted of, or served any part of a prison term resulting from conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, or violation of Title II or III of the Landrum-Griffin Act, or conspiracy to commit any such crimes.

The names and membership numbers of nominees, if obtainable at the time, shall be recorded in the minutes at the coastwise meetings. The Balloting Committee shall be elected and shall prepare a list of names and nominees for each office and forward copies thereof to each Branch. Such lists shall be conspicuously posted in each office or hall. All nominees shall be notified by mail of their nomination and such notice shall be mailed within five working days after the nominating meeting.

A Committee on Election composed of five members in good standing shall be elected at Headquarters, whose duty shall be to prepare the ballot. All nominees who desire to become candidates shall have the necessary qualifications and acceptances in the office of the Committee on Candidates prior to midnight of October 14 of the election year.

The acceptance shall be by letter which shall be dated and shall contain the following:

- a) The name of the candidate;
- b) His/her home address and mailing address;
- c) His/her membership number;
- d) The title of the office or other position for which he/she is a candidate, including the name of the port in the event the position sought is that of Branch Agent or Business Agent, Building Corporation Trustee or SIUNA delegate.
- e) He/she is not disqualified by law.

Nominees who fail to comply herewith shall be regarded as having declined the nomination.

## ESU Office Assignments

For the month of September, Robert Knight will be in the Seabrook office and Jerry Patterson will be in the Benicia office.



AUGUST 2005

Official Publication of the Exxon Seamen's Union

## 2005 Contract vote and Steward Trustee election

The ESU was in contact with the American Arbitration Association on August 12, and learned that 134 ballots had been received so far in the current vote for the 2005 Contract and Steward Trustee Election. The Board reminds everyone that the deadline for the receipt of your ballot by the AAA in New York is August 29, 2005, at 12:00 p.m. The AAA will notify the ESU Seabrook office later that afternoon once ballots have been counted. The ESU will forward those results on to the fleet and membership soon thereafter.

If the contract is approved, a 4% increase on Base and CSB wages will first appear on payroll checks received by members on September 30, 2005. This check will be for the payroll-reporting period of September 1, 2005 to September 15, 2005.

Additionally, the lump sum bonus of \$2000.00 (before taxes) will be paid separately in the same manner you currently receive your pay. If you receive your pay via electronic funds transfer, you will receive your bonus check by electronic funds transfer. The same applies if you receive a paper check through the mail. Once Human Resources compiles a list of current employees after September 1<sup>st</sup>, ExxonMobil payroll will be notified to make the bonus payments on the first "off-cycle" date for payroll distributions.

The Exxon Seamen's Union once again encourages you to exercise your right as dues paying members and VOTE if you haven't already!!!

## House and Senate Legislation could impact retirement lump sums

Pension legislation is out of the Senate Finance Committee and the House Education and Workforce Committee. The pension reform legislation working its way through Congress is called the National Employee Savings and Trust Equity Guarantee Act ("NESTEG") and in the Senate and the Pension Protection Act in the House. It is too soon to speculate on any details of the eventual legislation, although some version of these bills may be enacted later this year. The House bill is the more comprehensive legislation. It seeks to accomplish the following:

- Simplify the funding rules for defined benefit plans and make employers achieve 100% funding more rapidly;
- Prohibit employers and unions from increasing benefits or paying lump sums if a plan is less than 80% funded;
- Increase PBGC premiums for single employer plans from \$19 to \$30, with the increases phased in over several years; and
- Ensure that cash balance plans continue to be viable under the law by ending the legal uncertainty surrounding them in a way that permits them to operate, generally, as currently in effect.

The House bill, supposedly designed to shore up corporate pension plans could have far reaching and negative side effects for some workers, particularly those who want to take their benefits in a lump sum payout. The bill's sponsor, Rep. John Boehner, R-Ohio, maintains that the legislation is designed to prevent future pension failures like the one at United Airlines but there are many skeptics. The proposed legislation would increase premiums that employer's pay to the Pension Benefit Guaranty Corporation the government sponsored agency that insures defined-benefit plans.

The Bill would also would require companies to fund 100 percent of their plan's liabilities, meaning the present value of benefits earned to date. Whether this

would force companies to put more or less money into their plans depends on the age of their workforce and how benefits are calculated. A key part of the bill would change the interest rate companies use to calculate their pension liabilities and lump-sum payouts.

When workers retire, they can take their pension benefits in monthly payments, known as an annuity. As an alternative, many companies let workers take a lump sum, which is the present value of the annuity payments they would have received, based on their life expectancy.

### Calculating payouts

To calculate present value, employers use an interest rate based on the 30 year Treasury bond. The lump sum, invested at this rate, is supposed to equal what the worker would have received in annuity payments over his or her expected lifetime, the higher the interest rate, the lower the lump sum.

Today, companies must use the rate on the 30-year Treasury bond to calculate the lump sum. The bill's sponsor, Rep. John Boehner, R-Ohio, believes that rate is artificially low and has been "wildly inflating" lump-sum payouts, to the detriment of companies and employees who remain in the plan, says Boehner spokesman Kevin Smith. The bill would change the single Treasury rate to three rates that represent the yields on short, intermediate and long-term corporate bonds.

For people taking a lump sum when they are at or close to their normal retirement age, which is typically 65, the proposed change would probably have minimal impact. But for people taking lump sums at younger ages, the rate switch would reduce lump-sum payouts. The younger they are, the bigger the hit.

Its impossible to say how big the reduction would be, because interest rates change and the Boehner bill does not spell

## War risk bargaining to continue in September

The Union and the Company will once again try to reach an agreement on War Risk compensation at a meeting scheduled for mid-September. This issue, which began in the spring of 2003, when the crew of the *S/R Mediterranean* entered a then declared war zone, is long overdue for resolution. The Company has tried to stymie the Union on this issue for over two years now by first refusing to recognize the U.S. Government had declared a war zone. Eventually management agreed that a war zoned had been declared but tried to rewrite specific contract language pertaining to war risk compensation at the bargaining table in 2004. The Union grieved the Company's actions and arbitrated the issue in February of this year.

As was reported in the June edition of the *ESU NEWS*, the Union received a favorable arbitration ruling that concluded that the Company violated the terms of Article IV, Section 15, when it met with the Union at the bargaining table. The arbitrator ordered that the parties return to the bargaining table to bargain in good faith concerning the terms of Article IV, Section 15. Tentatively, bargaining is scheduled for September 15, in Seabrook, Texas.

During the week of September 13-15, the Union and Company will meet on a couple of other issues before bargaining on war area bonuses. September has been historically the month when the Union reviews the Blue Cross Blue Shield medical and dental plans. Part of the day on the 14<sup>th</sup> will be set aside to evaluate how the claims experience has been over the last year and projections for premiums for 2006. Initial information indicates that claims experience was down during 2005 but there are many things that go into determining what the premiums will be for next year. The Board is hopeful that we will not be faced with more increases, as has been the case in the previous couple of years.

Also scheduled for the 14<sup>th</sup> is the annual Joint Union Management Training Committee (JUMTC) meeting. The JUMTC normally meets yearly as outlined in the Collective Bargaining Agreement to assess and prioritize training needs of the unlicensed employees.

On September 13, provided the membership ratifies the 2005 Contract, the Union and Company will meet to review and integrate Contract changes so that new Contract books can be printed for membership distribution.

out exactly how the corporate rates would be applied. Using current interest rates and some guesswork, Norman Stein, a law professor at the University of Alabama, estimates that a person taking a lump sum at age 60 would get on the order of 9 percent less under the Boehner bill. A person taking a lump sum at 55 would get roughly 12 percent less. "The worst-case scenario is for people taking

a lump sum at a younger age," says Ron Gebhardt Bauer, senior pension fellow with the American Academy of Actuaries. They would see "a fairly substantial drop in the lump sum." The proposal would not change the value of annuity payments.

Here's a list of the top 20 of the 1500 S&P Companies whose pension plans are currently in the red.

Company Name	Pension Underfunding Billions	CEO Pay Past 3 Years (millions)	Total Executive Pay (millions)
Ford	\$12.31	\$53.2	\$105.5
ExxonMobil	11.5	91.9	196.2
General Motors	7.53	40.7	104.0
IBM	7.38	55.9	112.6
Delta Air Lines	5.3	23.4	58.0
Lockheed Martin	4.88	54.4	140.7
Delphi	3.98	23.9	58.6
Boeing	3.80	8.0	33.9
Raytheon	3.64	21.3	45.8
DuPont	3.51	21.3	50.8
United Technologies	3.14	37.9	73.3
Goodyear	3.12	9.6	22.0
Pfizer	2.98	62.7	137.6
Dow Chemical	2.8	27.0	60.1
Excelon	2.76	27.2	81.9
Procter & Gamble	2.35	61.3	132.7
ConocoPhillips	2.18	79.8	203.0
Hewlett-Packard	2.09	31.2	98.2
Altria	2.05	50.0	121.9
Aloca	1.95	45.9	72.9

## ESU News

## Myser will not seek re-election

Longtime Ship Representative Mark Myser has issued the following announcement to the ESU Executive Board and Ship Representative's fleet wide.

"Dear E.S.U. Members,

After 15 years as Ship Representative on the Exxon/SeaRiver Galveston and the SeaRiver Baytown, I am writing to advise the membership that I am not running for Ship Representative on the SeaRiver Baytown this fall.

The Baytown is arguably one of the best ships in the fleet to sail on these days, and I encourage all who wish to serve the membership to consider standing for election as Ship Representative."

/s/: Mark Myser

The Union shares Mark's sentiments in encouraging members to consider filling this position. Furthermore, the Union would like to express a sincere thanks to Mark for his many years of unselfish and loyal service to the Exxon Seamen's Union in the capacity of Ship Representative. During Mark's tenure as a Representative he has represented the membership in a most professional manner.

## BP finds rudder cracks on new ships

Recently, both of BP's new double-hulled vessels, the *Alaskan Frontier* and *Alaskan Explorer* were docked at a shipyard in Port Angeles, Washington with cracks in their rudders. These vessels are the first two in a fleet of four new double-hulled tankers that BP is building to carry North Slope crude oil from Valdez to West Coast refineries.

The cracks were first discovered on the *Alaskan Frontier* after a routine inspection of the rudders by divers. The vessel's rudders were found to have several cracks, the longest measuring nine feet in length. The vessel's twin rudders measure 30 feet in height and 18 feet in width. The *Alaskan Frontier* entered Alaska North Slope crude service last year and had carried more than two dozen loads of ANS crude before the cracks were found.

A follow-up inspection of her sister ship revealed small cracks in only one of her rudders. The *Alaskan Explorer* entered service this year and had made only one load. The *Alaskan Explorer* was expected to make repairs in only a few days. The *Alaskan Frontier* repairs were expected to take longer, perhaps a few weeks. Reasons for the cracking problem were a mystery at the time they were first discovered.

National Steel and Shipbuilding Company of San Diego, a subsidiary of General Dynamics, built the *Alaskan Frontier* and the *Alaskan Explorer*. The company now is building BP's final two "Alaska Class" tankers, due to come into service by the middle of next year.

BP has touted its new tankers as "the most environmentally friendly oil tankers ever built," featuring not only double hulls but advanced navigation systems and twin engines, propellers and rudders that can power and control the ship in case one system fails. The vessels cost \$250 million each. Each tanker can carry up to 1.3 million barrels of crude oil, or more than one day's North Slope oil production.

## Tonsina to become Kodiak



The *Tonsina* shown above is currently in the Jurong Shipyard in Singapore for extensive upgrades and improvements before the vessel enters ANS service for SeaRiver. The vessel will be renamed the *Kodiak*.

## 3 SeaRiver vessels in Singapore shipyards

With the arrival of the *S/R American Progress* in mid-August, SeaRiver now has three vessels undergoing repairs in Singapore shipyards at the same time. The *S/R American Progress* and *S/R Long Beach* will be undergoing their regular biennial yard period and are expected to be in Singapore for 30 to 35 days.

The newly acquired *Kodiak* (formerly *Tonsina*) arrived in Singapore in late July. The *Kodiak* will be in the shipyard for an extensive and unprecedented 60-70 day renewal and upgrade project. All critical systems and structure will be surveyed, renewed, rebuilt, replaced and tested to ensure the vessel meets and exceeds all SeaRiver Maritime and regulatory expectations and requirements. Work on this project began in earnest on August 1, and

it is anticipated that Fleet Manning will be crewing the vessel with unlicensed personnel sometime in September.

The *Kodiak* and the *Sierra* (formerly *Kenai*), SeaRiver's second acquisition, were previously operated by BP/Alaska Tanker Company. The two ships originally weren't built with double hulls, but were converted when operators stopped filling the outer cargo tanks with crude oil, effectively turning single-hulled vessels into lower capacity double hulls. Neither ship faces a mandatory retirement date and legally can sail indefinitely. SeaRiver plans to make the ships much better by overhauling their hulls, navigation gear and other systems during the current shipyard period.

## Rate for thrift fund loans increase again

The Savings Plan Trustee will increase the loan interest rate to 7.00% per year effective September 1, 2005, superseding the current 6.75%. Loans requested prior to 7:00 a.m. Eastern Time Wednesday, August 31, 2005 will be processed using the 6.75% loan interest rate. Loans requested on or after 7:00 a.m. Eastern Time Wednesday, August 31, 2005, will be processed using the 7.00% loan interest rate. The interest rate on existing loans remains unchanged.

## Ship reports

### SR American Progress

Vessel has arrived in Singapore for her shipyard period after a very long sea passage. Ein Cooley continues to fill in as Ship Representative and has communicated with the Union office via email. Vessel transited the Panama Canal in early July enroute to LA and then arrived in Singapore on August 13.

### SR Baytown

Representative Mark Myser back aboard. Thanks to AB Alan Bostwick and others for filling the Rep billet while Mark was on P/L. The ship is currently scheduled to alternate ANS runs between Puget Sound area and S.F. Bay area.

### SR Columbia Bay

Executive Board Officer visited ship at Valero docks at Benicia, CA, on August 9. Thor Floreen is back aboard and reports no beefs. A thanks for a job well done is extended to Michael Harrison for filling in while Thor was on P/L.

### SR Galena Bay

Board Officer visited vessel on August 13, at the Valero dock in Corpus Christi, TX. Stephen Bowles relieved

Gil Randal as Ship Representative and reports everything going well. Vessel continues on cross-Gulf trade between Corpus Christi and Tampa.

### SR Hinchinbrook

Vessel continues on the Puget Sound to Valdez run. Regular Ship Representative Danny Jones has returned from P/L and reports a problem with a possible violation of the light duty guidelines. The ESU is investigating this issue. Accolades to Cook David Franklin for filling in as Temporary Ship Representative.

### SR Long Beach

Joe Graca regular Ship Representative is back aboard the vessel in Singapore and reports everything progressing well. The ESU thanks Frank O'Malia for filling in as temporary Ship Representative.

### SR Wilmington

Board officer visited the vessel in Baytown, TX on July 27. Vessel continues her regular trade on the Gulf/East coast. Regular Ship Representative Charlie Pollard returned from paid leave in Baytown. Everything going well here.

## Farewell

It is with sadness that the ESU has learned of the passing of a friend and former shipmate Mr. Dwayne Gregory. Dwayne passed away peacefully at his home in Port Orford, Oregon in the early morning hours on August 12, 2005 after a lengthy battle with cancer.

Dwayne was hired by the Company on December 19, 1992 and was a dedicated employee and ESU member until the Company terminated his employment in 2000 due to his illness.

Prior to dismissal, Dwayne underwent chemotherapy and several surgeries with the intentions of returning to work. Due to his condition he requested to be placed in a position that would keep him away from petrochemicals but the Company failed to accommodate him. Later, a jury determined that the company was partly responsible for his condition and awarded him a substantial settlement.

During Dwayne's employment he was also a member and ardent supporter of the Exxon Seamen's Union and held various temporary Ship Representative positions. Dwayne started his career with the Company as a Maintenance Seaman and was eventually promoted to Able Seaman. He held multiple endorsements and also sailed in the Engine department as QMED-Oiler.

Dwayne will be remembered as a good friend and shipmate that was always ready to lend a hand when needed. Our collective condolences are extended to his family in their time of sorrow.

## EXXON SEAMEN'S UNION

Founded March 28, 1941

Affiliated with the Sailors' Union of the Pacific

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Secretary/Treasurer Robert Knight

Recording Secretary Thomas Thompson III

Deck Trustee Patrick Campbell

Engine Trustee William Ackley

Steward Trustee Gerard Nelson



# SUP President's Report

August 8, 2005

## AMERICAN PRESIDENT LINES

American President Lines finally ended a year of speculation on who will operate its Maritime Security Program vessels after September 30, when on July 13, MFOW President Anthony Poplawski and your secretary met with APL General Counsel Tim Windle at company headquarters in Oakland. The message was short, succinct and music to our ears: APL, through a newly formed affiliate—APL Marine Services, Ltd.—will operate the vessels directly effective October 1, 2005, and assume and adopt, without changes, the ten-year collective bargaining agreement negotiated with American Ship Management and ratified by the membership in January of this year. On the same date, the Union was notified by Captain Saunders Jones, ASM's Executive Vice President and COO, that APL and ASM had failed to reach agreement on extending the APL Charter Parties and Ship Management Agreement for the U.S.-flag APL fleet and that, therefore, the agreements between APL and ASM will terminate on September 30, 2005, subject to an as yet to be determined redelivery schedule.

Given the uncertainty over APL's intentions and the alternatives the company had at its disposal, the decision is a victory for the SUP, MFOW and all the other seagoing Unions as we retain our work.

After a review and revision of a Memorandum of Understanding drafted by APL, signed the following document, subject to membership ratification, on July 29:

**THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of July 29, 2005, between the Seafarers' International Union of North America, Pacific District, together with each of its constituent unions, including the Sailors' Union of the Pacific ("SUP"), the Marine Firemen's Union ("MFU") and the Seafarers' International Union of North America, Atlantic, Gulf, Lakes and Inland Waters' District ("SIU-AGLIWD") (singly and collectively, the "Unions"), and American President Lines, Ltd. (the "Company").**

**WHEREAS, American Ship Management, LLC ("ASM") currently operates eleven U.S. flag vessels (the "Vessels") for the benefit of the Company and performs shoreside maintenance services for the Company;**

**WHEREAS, ASM has collective bargaining agreements with the Unions covering unlicensed employees on the Vessels, dated July 1, 1999-September 30, 2005, including General Rules, Departmental Rules and related appendices and other supplementary materials, as well as agreements pertaining to the J-10 class Vessels, all as amended and extended by agreements dated January 7, 2005, and by side letters between ASM and each of the SUP and MFU, dated February 3, 2005, and March 4, 2005, respectively (collectively, the "Offshore Agreements"); and**

**WHEREAS, ASM has separate collective bargaining agreements with each of the SUP and MFU covering shoreside maintenance employees, including the Maintenance (Shoreside) Agreements and appendices thereto, the Extra Maintenance Crew Personnel Agreement between ASM and SUP, and the Special Standby Wiper Utility Agreement between ASM and MFU, all dated July 1, 1999 - September 30, 2005, as amended and extended by agreements dated January 7, 2005 (collectively, the "Maintenance Agreements"); and**

**WHEREAS, ASM is a sponsor of various benefit plans covering employees performing work under the Offshore and Maintenance Agreements, and is party to the trust agreements and other plan documents governing such employee benefit plans (the "Plan Documents");**

**WHEREAS, ASM will cease operation of the Vessels on or about September 30, 2005, and will cease shoreside maintenance services for the Company on July 31, 2005; and**

**WHEREAS, the Company has engaged APL Ma-**

**rine Services, Ltd. ("APLMS") to operate the Vessels and provide the shoreside maintenance services currently being provided by ASM;**

**NOW THEREFORE, it is AGREED as follows:**

**1. At such time as APLMS replaces ASM as the operator of the Vessels, the Vessels shall continue to be subject to the Offshore Agreements, as in effect on the date hereof, and APLMS shall (i) expressly recognize the Unions as the sole collective bargaining representatives of the unlicensed employees on the Vessels, (ii) expressly assume and adopt and agree to be bound by all of the terms of the Offshore Agreements, as in effect on the date hereof, and (iii) expressly assume and adopt and agree to be bound by all of the terms of the Plan Documents, as in effect on the date hereof. The terms and conditions of the Offshore Agreements shall remain in full force and effect as to APLMS through the normal expiration date of the Offshore Agreements, at which time they may either be reopened or renewed according to their terms and applicable law.**

**2. It is expressly understood and agreed by the parties that the Unions do not have any right to represent, or have the Offshore Agreements (or any other existing Union collective bargaining agreement) applied to, any unlicensed employees on any vessels operated by American Automar, Inc. or its subsidiaries. The operation of any such vessel and/or the existence of any exclusive collective bargaining relationship (including the applicability of any collective bargaining agreement) with respect to any such vessel shall not be covered or regulated by the provisions set forth in Paragraph 1 of this MOU. Nothing in this MOU is intended to conflict with or in any way interfere with the bargaining relationship, if any, of American Automar, Inc. or its subsidiaries with any labor organization that represents employees working on any such vessel.**

**3. At such time as APLMS replaces ASM in performing shoreside maintenance services for the Company, APLMS shall (i) expressly recognize the SUP and MFU as the sole collective bargaining representatives of the employees covered by the respective Maintenance Agreements, (ii) expressly assume and adopt and agree to be bound by all of the terms of the Maintenance Agreements, as in effect on the date hereof, and (iii) expressly assume and adopt and agree to be bound by all of the terms of the Plan Documents, as in effect on the date hereof. The terms and conditions of the Maintenance Agreements shall remain in full force and effect as to APLMS through the normal expiration date of the Maintenance Agreements, at which time they may either be reopened or renewed according to their terms and applicable law.**

**4. Immediately upon execution by all parties, this MOU shall become operable and take effect as of August 1, 2005. As soon as practicable, the parties hereto shall execute integrated Offshore Agreements, Maintenance Agreements and Plan Documents substituting APLMS for ASM and incorporating the terms of this MOU.**

**Signed by:**

**Timothy J. Windle, American President Lines, LTD.**

**Gunnar Lundeborg, Sailors' Union of the Pacific**

**Anthony Poplawski, Marine Firemen's Union**

**Nicholas Marrone, Seafarers' International Union of North America, Atlantic, Gulf, Lakes and Inland Waters' District/NMU**

**Date: July 29, 2005**

The agreements referred to in the APL Memorandum incorporate the ASM collective bargaining agreements of July 1, 1999, through September 30, 2005, and the amendments to those agreements which were published in the January issue of the *West Coast Sailors*. The reference to American Automar reflects the fact that Automar is owned by APL which has a collective bargaining agreement with the SIU-A&G. New agreement books will be printed by the end of the year to reflect the amendments and the name change from ASM to APL.

The membership should note that effective October 1,

in the C-10, C-11 and J-10 vessels, there is a change in the manning scale to substitute one Specially Trained Ordinary Seaman (STOS)/Watchstander for one AB/Watchstander. Specially Trained Ordinary Seaman will be shipped by attrition and if there is one available.

The Specially Trained Ordinary Seaman (STOS) is defined as an Ordinary Seaman possessing, in addition to an 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 include the valid certificates attesting to completion of Basic Safety Training, a minimum sixty (60) days of sea time with a valid certificate attesting to course completion of RFPNW or a minimum of 180 days of sea time without an RFPNW certificate, and the completed watchstanding competency assessments. The Union and the company agree to adjust these rules as necessary by mutual agreement in accordance with all applicable law and regulation.

Qualifying OS/RFPNW shall be paid at the OS rate. Ordinary Seamen who are eligible to upgrade to Able Seaman, and do not upgrade to Able Seaman, shall not be eligible to ship in the STOS billet except by mutual consent of the Union and the company. In the event that a qualified OS/RFPNW is not available for dispatch, the Union and the company agree that an AB shall be dispatched and paid at the AB rate of pay.

There are no other changes to the SUP Work Rules.

Recommend membership ratification of the APL agreement.

## READY RESERVE FORCE

In addition to maintaining our work with APL, the Union received more good news on July 28, when the Maritime Administration awarded contracts for the Ready Reserve Force (RRF). Matson Navigation Company, which has not operated a ship for the government since the Vietnam War, was awarded three vessels, while Patriot Contract Services, a division of American Ship Management, received eight ships. The award to Patriot is significant as it will keep the company afloat, given the loss of the LMSRs and the termination of ASM's relationship with APL. The breakdown, type, current status, and SUP manning of the ships is as follows:

### Matson Navigation Company

*s/s Cape Jacob* (Breakbulk, prepositioned at Diego Garcia)

Manning:

· Full Operating Status (FOS) 1 Bosun, 7 A.B.s, 3 O.S.s

· Reduced Operating Status (ROS) 1 Bosun, 1 O.S.

*s/s Comet* (Breakbulk and Ro/Ro in ROS at Alameda)

Manning:

· FOS: 1 Bosun, 6 A.B.s, 1 O.S.

· ROS: 1 Bosun, 1 O.S.

*s/s Meteor* (Breakbulk and Ro/Ro in ROS at Alameda)

Manning:

· FOS: 1 Bosun, 6 A.B.s, 1 O.S.

· ROS: 1 Bosun, 1 O.S.

### Patriot Contract Services

*Admiral William Callaghan* (Ro/Ro in ROS at Alameda)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 1 O.S.

· ROS: 1 Bosun, 1 O.S.

*m/v Cape Orlando* (Ro/Ro in ROS at Alameda)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 1 O.S.

· ROS: 1 Bosun, 1 O.S.

*s/s Cape Gibson* (Breakbulk in ROS at Alameda)

Manning:

*continued on next page*

## President's Report continued

· FOS: 1 Bosun, 6 A.B.s, 3 O.S.s

· ROS: 1 Bosun, 1 O.S.

*m/v Cape Girardeau* (Breakbulk in ROS at Alameda)

Manning:

· FOS: 1 Bosun, 6 A.B.s, 3 O.S.s

· ROS: 1 Bosun, 1 O.S.

*s/s Cape Florida* (LASH in ROS at Orange, Texas)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 3 O.S.s

· ROS: 1 Bosun, 1 O.S.

*m/v Cape Flattery* (LASH at the Beaumont, Texas Reserve Fleet)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 3 O.S.s

· ROS: Laid-up with no crew

*s/s Cape Farewell* (LASH at the Beaumont, Texas Reserve Fleet)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 3 O.S.s

· ROS: Laid-up with no crew

*s/s Cape Fear* (LASH, currently at sea and homeported at Alameda)

Manning:

· FOS: 1 Bosun, 5 A.B.s, 3 O.S.s

· ROS: 1 Bosun, 1 O.S.

Both Matson and Patriot indicate that they will assume management of the vessels by the end of August, except for the Cape Fear in mid-September and the Cape Flattery in late September.

The ship awards are for four years with two, three-year options based on performance. The Cape Jacob award is for one year with two, one-year options based on performance and the availability of government funding.

Since MarAd originally issued a Request for Proposals (RFP) for the RRF in August of last year, the SUP, MFOW and SIU-AGLIWD/NMU have worked cooperatively to formulate comparable Total Crew Costs so that the companies bidding for the vessels compete with each other, not the Unions. SUP Vice President Dave Connolly and MFOW President Anthony Poplawski deserve credit for the many hours they worked to put these improved agreements together.

The Memoranda of Understanding, with Matson and Patriot, are identical and are subject to membership ratification, follows:

### Matson Navigation Company

This Memorandum of Understanding (hereinafter this "MOU") is made as of September 9, 2004 between Matson Navigation Company, Inc. ("the Company") and the Seafarers' International Union - Pacific District ("SIU-PD" or the "Union"), which is comprised of the Sailors' Union of the Pacific ("SUP"), Marine Firemen's Union ("MFU") and the Seafarers' International Union of North America, AGLIWD ("SIU").

Whereas, the Company desires to manage Ready Reserve Force (RRF) vessels under the resultant Ship Manager Contract(s) from REP DTMA8R04004;

Whereas, the parties desire to have an agreement in place on the terms and conditions governing the employment of members of the Union on RRF vessels in the event the Company is awarded the contract(s) relating to the RFP; and

Whereas, the parties have other collective bargaining agreements and memoranda of understanding covering other vessels and business interests;

Now, therefore, the parties hereto agree to all terms and conditions of the RFP, and except as specifically provided for herein, the work rules and conditions provided in the SIU-PD/MNC Collective Bargaining Agreement (General Rules, Work Rules, Shipping Rules for each respective union, hereinafter the "SIU-PD/MNC Agreement") shall apply, and the parties further agree as follows:

Signed by:

Gunnar Lundeberg, Sailors' Union of the Pacific  
Anthony Poplawski, Marine Firemen's Union  
George Tricker, SIU-AGLIWD/NMU  
Thomas Percival, Matson Navigation Company  
Date: March 24, 2005

### Patriot Contract Services

This Memorandum of Understanding (hereinafter this "MOU") is made as of March 22, 2005 between American Ship Management, LLC (the "Company") and the Seafarers' International Union - Pacific District ("SIU-PD" or the "Union"), which is comprised of the Sailors' Union of the Pacific ("SUP"), Marine Firemen's Union ("MFU") and the Seafarers' International Union of North America, AGLIWD ("SIU").

Whereas, American Ship Management is the labor contract holder for its affiliate Patriot Contract Services, LLC ("PCS") and

Whereas, Patriot Contract Services, LLC desires to manage Ready Reserve Force (RRF) vessels under the resultant Ship Manager Contract (s) from RFP DTMA8R04004, and

Whereas, the parties desire to have an agreement in place on the terms and conditions governing the employment of members of the Union on RRF vessels in the event PCS is awarded the contract(s) relating to the RFP; and

Whereas, the parties have other collective bargaining agreements and memoranda of understanding covering other vessels and business interests;

Now, therefore, the parties hereto agree to all terms and conditions of the RFP, and except as specifically provided for herein, the work rules and conditions provided in the SIU-PD/ASM Collective Bargaining Agreement (General Rules, Work Rules, Shipping Rules for each respective union, hereinafter the "SIU-PD/ASM Agreement") shall apply, and the parties further agree as follows:

Signed by:

Gunnar Lundeberg, Sailors' Union of the Pacific  
Anthony Poplawski, Marine Firemen's Union  
George Tricker, SIU-AGLIWD/NMU  
Saunders Jones, American Ship Management  
Date: March 24, 2005

## ARTICLE I EMPLOYMENT

### SECTION 1. PERSONNEL COVERED

A. This Agreement applies to all Unlicensed Personnel hereinafter employed aboard the Ready Reserve Fleet (RRF) American-flag sea-going vessels operated by the Company or subsidiaries or affiliates (hereinafter referred to as "vessel(s)") as a result of a successful submission.

B. Such crewmembers, unless otherwise indicated, shall be referred to herein as Unlicensed Personnel.

C. The Company recognizes the Union as the sole representative of the Unlicensed Personnel for the purpose of Collective Bargaining.

D. The Union agrees to furnish the Company with capable, competent and physically fit Personnel when and where they are required, and of the ratings needed to fill vacancies necessitating the employment of crewmembers in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement.

E. If the Union is unable to provide the personnel required within a reasonable time, the Company may obtain the required ratings from whatever source is available.

F. Unlicensed Personnel shall not leave a vessel until properly relieved.

### SECTION 2. MEMBERSHIP

All Unlicensed Personnel who are presently members in good standing of the Union shall be required to remain in good standing or be agency fee payers during the term of the Agreement as a condition of continued employment. All Unlicensed Personnel who are not members shall be required to become either members or agency fee payers of the Union within thirty-one (31) days after hire and shall remain members or agency fee payers in good standing as a condition of employment.

The Company has no obligation to take action under this Section until first notified by the Union that any of its Unlicensed Personnel has lost his good standing, and such Unlicensed Personnel has been afforded an opportunity to regain his good standing.

### SECTION 3. CREW SELECTIVITY

A. The Company shall have the right to select all applicants for employment from the registration lists maintained at the various jointly operated Labor-Management Hiring Halls for the assignment or continuing assignment and group.

1) Selection for Chief Steward - Applicants for Chief Stewards shall be selected from those seamen registered in the appropriate department and group.

B. All such personnel shall be permitted to return to work after periods of vacation, sick leave, or authorized leaves mutually agreed to by the Union and the Company.

All Steward Department Entry Ratings, upon obtaining the necessary seatime to upgrade, shall vacate their position in order to attend and complete the course of training at the Paul Hall Maritime Center.

C. The selection of Unlicensed Personnel shall be accomplished in a method that requires the least amount of time, including the waiving of the standard industry shipping procedure, and provides the Company the right of refusal of candidates for assignment.

D. All personnel being considered for employment will complete a pre-assignment application including an authorization for a pre-assignment screening. If an applicant's responses indicate a need for further screening, the Company may require a post employment offer physical conducted by the Company physician.

E. All applicants for employment shall comply with all Government regulations relating to alcohol and substance abuse. It is understood that the Department of Transportation enforces a zero-tolerance of substance abuse in the work place.

F. If the MARAD has reason to be dissatisfied with the performance or conduct by any person employed by the Company, the Company shall, on receiving particulars on the complaint, investigate the matter and take immediate corrective action to include removal from all activities. The Company shall immediately notify the Union of any corrective action taken.

G. All Unlicensed Personnel to be assigned to a vessel shall be U.S. citizens or registered aliens (Green Card holders), provided that not more than 25% of the Unlicensed Personnel on the vessel are resident aliens, and possess the appropriate U.S. Coast Guard endorsement(s) and STCW Certificates for the rating in which they are to be employed.

H. Unlicensed Personnel shall possess a valid U.S. passport and a drug free certificate. I. The Company shall have the right to terminate Unlicensed Personnel for valid cause.

J. Unlicensed Personnel terminated for valid cause may not be eligible for future employment aboard an RRF vessel whether terminated by the specific Company who terminated the employee or another Company or General Agent.

K. The Company shall provide the crew members with pre-assignment drug screening and multiphasic physical examinations.

All crewmembers shall comply with all requirements of 46 C.F.R. Part 16 for chemical tests for dangerous drugs and alcohol.

All Unlicensed Personnel will be advised of any and all immunization requirements prior to being assigned to a vessel.

All Unlicensed Personnel shall receive the required current immunizations prior to embarking the vessels. It is the Unlicensed Personnel responsibility to bring to the Company's or the MSC's attention any reason why he or she should not receive immunization.

In addition to the foregoing, at any time during the period of this Agreement and any options or extensions thereto, the U.S. Government may establish, through written policies or directives, immunization programs for civil service mariners which shall apply to all crew, licensed or unlicensed, assigned to vessels under this Agreement.

Any Unlicensed Crewmember who refuses to com-

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## President's Report continued

ply with such supplemental immunization directive(s) shall be removed from the vessel at his own expense as soon as possible, but not later than the next port unless otherwise authorized by MSC, and shall be replaced with personnel who either have the required immunization or will comply with the policy/directive(s).

Any Unlicensed Crewmember who is declared ineligible for a particular immunization shall be repatriated in accordance with Section Article II, Section 36. Transportation.

### SECTION 4. VESSEL MANNING

A. Vessels must be manned with trained, qualified, and medically fit personnel in sufficient numbers and required ratings to accomplish their assigned missions.

B. In ROS all crewmembers shall be maintenance crews.

### SECTION 5. EMPLOYMENT

All maintenance crewmembers shall be considered probationary employees for the first sixty (60) days of their employment. During this probationary period, employment may be terminated by the Company. If employment is terminated during the probationary period, there shall be no recourse through the grievance procedure.

All maintenance crewmembers shall be subject to a performance review once every six (6) months of employment.

When ordering replacements the Company shall clearly specify whether or not the replacement is to be a regular crewmember or a maintenance employee.

Personnel shall report with the following in their possession:

- Passport and Seamen's Document (Z card or BK with endorsements for the rating for which they are hired)
- Drug-free Certificate (within past six months)
- Fit-For-Duty Slip
- Valid Physical Examination within six months
- Union Assignment Slip
- Certificates or Training
- License and Required Endorsements
- Medical Prescriptions - adequate supply for intended voyage plus reserve with copy of medical prescription
- Extra Eye Glasses
- Personal Safety Devices customized safety glasses/shoes

### SECTION 6. DISCHARGE

A crewmember who is discharged for cause shall be given, on the date of discharge, a written statement advising of the discharge, and a detailed explanation of the reason for discharge. Failure to furnish such a written statement will presumptively establish that the crewmember has been discharged without just cause. Such statement must be furnished to the Union Headquarters if the crewmember is not available.

## ARTICLE II GENERAL RULES

### SECTION 1. COMMENCEMENT OF EMPLOYMENT

Per diem as provided for in the Joint Travel Regulations for Civilian Employees (JTR) for the crewmembers requested by the Company shall start when the crewmember boards the plane if required to fly out. Otherwise, wages shall commence on the day the unlicensed crewmember actually "turns to" on board the vessel. JTR per diem rate shall be paid for all travel days when reporting to the vessel.

### SECTION 2. TRAINING AND DRILLS

All crewmembers shall participate, as directed, by attending orientation sessions, conferences, drills and training programs sponsored and/or required by the contract.

All crewmembers shall participate, as directed, in the vessel's Safety Management Plan. Failure to abide by the vessel's safety program may result in

disciplinary action.

The Company shall provide orientation to the joining members of the FOS crew for ROS-4 and ROS-5 vessels, and provide orientation to all FOS crewmembers for RRF-10 vessels. Within two weeks of joining the vessel all crewmembers shall receive instruction with respect to safety videos and equipment, shipboard physical security, equal opportunity, and the prevention of sexual harassment and prevention of HIV-AIDS.

### SECTION 3. DISCIPLINE

A. The introduction, possession, or use of alcoholic beverages is prohibited by any person aboard these vessels.

B. Crewmembers arriving at the gangway in an apparent intoxicated condition will not be permitted on board without an escort.

C. The possession of firearms, switchblades, knives or other dangerous weapons will not be permitted aboard. Masters may confiscate any items which in their judgment would endanger the crew, equipment or ship.

D. Gambling of any sort, including the sale of Government lottery tickets, is prohibited. E. Smuggling or falsifying statements in regard to contraband are prohibited.

F. Any crewmember who is discourteous (unprovoked) to any Government official, visitor or any infraction of the above may result in immediate dismissal.

Any infraction of the above items may result in immediate dismissal.

### SECTION 4. PASSES

The Company agrees to issue passes to the Union Representative for the purpose of contacting its members aboard the vessel of the Company covered by this Agreement.

Representatives of the Union shall be allowed on board any time (provided permission from the Company/MARAD has been obtained) but shall not interfere with crewmembers at work unless said crewmembers are properly relieved. (Such relief shall receive no extra compensation.)

### SECTION 5. GRIEVANCE COMMITTEE

For the adjustment of any grievances arising in connection with performance of this Agreement which cannot be satisfactorily adjusted on board the vessel there shall be established a Grievance Committee, which shall meet in San Francisco, California, unless otherwise mutually agreed.

### SECTION 6. NO STRIKES OR LOCKOUTS

A. There shall be no strikes, lockouts, slowdowns, refusal to perform assigned duties, in whole or part, picketing or other job action during the term of this Agreement. This obligation shall extend to all disputes, differences and controversies between the parties.

B. The Union agrees to support the Company fully in its efforts to maintain continuous operations. Direct participation by any crewmembers in any act violating this section, or the inducement of any crewmember to engage in a contractually prohibited strike or job action, is recognized as a cause for discharge.

C. In the event that a crewmember engages, or threatens to engage, in conduct prohibited by this section, the Union will take immediate affirmative action to prevent or terminate such conduct as the case may be including, but not limited to, immediately instructing the crewmember engaged in such activity to forthwith cease and desist from the same and to return immediately to work.

D. Whenever it is claimed that the Company or the Union has violated this section, either party may notify the Impartial Arbitrator in writing, by mail or hand delivery. A copy of such notice shall be sent or delivered simultaneously to the party who is alleged to have violated this section. The claim shall be submitted to arbitration no later than twenty-four (24) hours after receipt by the Impartial Arbitrator, and his award shall be issued no later than twelve (12) hours after conclusion of the hearing. If the Impartial Arbitrator cannot, for any reason, conduct the hearing within the aforementioned twenty-four (24) hour period, the parties shall designate another person to act as arbitrator.

### SECTION 7. DISCRIMINATION

The Company shall not discriminate against an individual based upon race, creed, color, religion, national origin, sex or age. All employees should be treated fairly and equitably with no discrimination of any type. This policy shall be maintained and fostered by all senior department personnel and by the vessel's Master.

A copy of the Company's developed policy and procedures to prevent discrimination and sexual harassment shall be available to crew and senior vessel management.

### SECTION 8. SEPARABILITY

The provisions hereof are subject to applicable laws or regulations and, if any part hereof is in conflict therewith; such part shall be deemed inapplicable and to the extent thereof shall be deemed severed from this Agreement, the remainder of which shall remain in full force and effect.

### SECTION 9. SHIPPING RULES

Shipping Rules promulgated by the Union which are not inconsistent with the terms of this Agreement, shall be deemed part of and incorporated into this Agreement, provided, however, that notwithstanding any provisions in the Shipping Rules, all permanently assigned crewmembers shall be permitted to return to the vessel for re-employment on it following their vacation, sick leave, etc.

### SECTION 10. SHIPPING ARTICLES

The Parties agree that the provisions of this Agreement shall be, and be deemed to be, incorporated in and part of the Shipping Articles covering voyages of the vessel covered by this Agreement and further agree that appropriate notation thereof be made on the Shipping Articles. No Articles shall be for a duration in excess of twelve (12) months without prior written consent of the Union.

### SECTION 11. SHIP SERVICES

The Company shall make necessary arrangements for the delivery and forwarding of mail both for the crew and the ship's business at all times. However, during activation, MARAD may direct that the ship be entered into the U.S. Fleet Postal Service.

The Company shall provide recreational reading materials/video tapes when the ship is in Phase 0 at its expense. The Company is cautioned to remember the diversity of crewmembers when selecting video tapes and reading materials.

### SECTION 12. PERSONAL COMMUNICATIONS

All personal calls must be collect. The placement of personal calls is at the discretion of the officer in charge and may not interfere with mission or ship's business. Crewmembers operating ship to satellite personal communications devices must check with the officer in charge to determine if communications are restricted due to vessel's location or mission.

### SECTION 13. CREW LIBERTY

When a vessel is in port, crew liberty shall be granted when allowed by local civilian/military authorities and in accordance with the vessel's in-port operating requirements. The local MARAD or MSC on-site representative can provide the Master with information regarding upcoming vessel operating requirements in order that the sailing board can be posted.

When sea watches are set, crewmembers shall be required to report on board and be available for duty not less than one (1) hour before time posted on sailing board. The sailing time shall be posted at the gangway one (1) hour after arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to scheduled sailing if before midnight. If scheduled sailing time is between midnight and 8:00 a.m. sailing time shall be posted not later than 5:00 p.m.

When a vessel arrives on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday and is scheduled to sail prior to 8:00 a.m. Monday, the sailing board shall be posted not later than two (2) hours after arrival.

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## President's Report continued

The sailing board shall be posted no later than 5:00 p.m. on Friday when a vessel is scheduled to sail on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday.

If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the loading of stores or bunkers, the new time of departure shall promptly be posted on the board.

All crewmembers have the obligation to ascertain the sailing time as stated herein.

### SECTION 14. RESTRICTION TO SHIP

If the crew is to be restricted to the ship, the Master shall post notice of this in a public location. This notice shall state the reason for restriction and the authority of government agency which required it. Masters shall make an entry in the vessel's log. If a vessel is not restricted, but no launch service is available, the Master shall post this notice and obtain from local authorities (or at the minimum the local agent) a letter stating that the ship was not restricted but that launch service was not available. Ship's lifeboats shall not be used for liberty or recreation. If the restriction is based on the sole decision of the Master and/or Company those crewmembers not required to be on board will be compensated at half their respective overtime rate for the period of time beginning with the restriction until the commencement of their watch or regular work hours.

### SECTION 15. LAUNCH SERVICES

The Company shall arrange for launch service for both crewmembers and Government personnel when the ship is at anchor inshore or offshore. The Company shall arrange for a seaworthy launch which conforms to USCG regulations or comparable foreign standards for the carriage of passengers.

### SECTION 16. SLOP CHEST

A Slop Chest shall be maintained onboard each RRF ship for the use of the crew and embarked personnel during FOS. The Company shall ensure that the supply of retail items available shall support the crew and embarked personnel. Embarked Government personnel shall be provided the opportunity to purchase retail items in the same manner as the rest of the crew. Adequate supplies to support deployment shall be brought onboard prior to FOS.

### SECTION 17. SUBSISTENCE/FOOD PROVISIONS (ALL PHASES)

A. The Company shall have total responsibility for food provisioning to feed all RRF ship's crews and embarked personnel.

B. Subsistence stores shall be provided to a level commensurate with planned vessel operational schedules.

### SECTION 18. NO STRIKE CLAUSE

Recognizing that critical sensitive services are required under this contact, it is essential that continuous operation of the ships be maintained. Therefore, there shall be no work stoppages of any type including, but not limited to, strikes, sympathy strikes, boycotts, slowdowns, sickouts, primary picketing, secondary picketing, protests against unfair labor practices, contact violations, social or political protests and any other protests to cause interruption or interference with work aboard the vessel(s) for the full term of any charter or any subsequent extension thereof.

### SECTION 19. UNUSUAL EMERGENCIES

The Company and its employees agree to obey the lawful orders emanating from the Maritime Administrator, Secretary of the Navy, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, notification and/or war.

### SECTION 20. MISSION READINESS

The overall responsibility of the Company is to maintain its assigned RRF ships in Fully Mission Capable Readiness Status and to efficiently operate these vessels in support of national defense objectives. Fully Mission Capable Readiness Status is defined as capable of ship activation within the required readiness period and remaining fully available and operational without interruption to mission.

Crew billets are to be maintained 365 days per year. Maintenance crewmembers shall perform rou-

tine shipboard maintenance when the vessels are in idle status and to crew and sail the vessels if activated. Maintenance crewmembers shall possess a current U.S. Coast Guard certificate for the rating to which they are assigned. During this phase, the vessel is preserved, tested, repaired and maintained in its required state of readiness. Vessels may be in a partially crewed and operational state (ROS-4 or ROS-5) or may be in deep lay-up (RRF-10). During this phase the vessel must be capable of activation within the assigned time frame and of operating successfully for the duration of the mission.

### SECTION 21. PREPOSITIONED RRF SHIPS

During the period of the contract, RRF ships in Phase O may be assigned for extended periods to DOD missions such as the Afloat Prepositioning Force (APF), Army Warfighting Reserve (AWR-3).

Crewmembers must sign articles for a minimum of four months. Rotations must be scheduled so as to permit face-to-face turnover. Key crewmembers may be extended beyond four months to accommodate staggered rotation.

Crewmembers are not relieved until their replacement is onboard, oriented, and has acknowledged acceptance of duty.

Mariners traveling to Diego Garcia on Government arranged flights must present or show evidence of the following prior to boarding the aircraft.

A. Documentation of current examination with a maritime licensed physician's statement certifying fitness for duty in an isolated area.

B. Immunization records.

C. Sufficient prescribed medications and prescription spectacles to cover the duration of the assignment.

D. Personnel not in possession of the above items will not be permitted to board the aircraft.

### SECTION 22. VESSEL BREAKOUT

Crewmembers permanently assigned to the activated vessel must be part of the sailing crew. Other Maintenance crewmembers, generally from a vessel in the same group, may help to make up the balance of the sailing crew.

In the event of extended operations the Company will make every effort to provide reliefs, if available, between 120 and 180 days with a minimum of no less than 60 days employment for all crewmembers assigned to a vessel. The reliefs shall be staggered in order to ensure that a sufficient complement of qualified seamen is employed aboard at all times.

If requested the Company will provide reliefs first to crewmembers who were part of the ROS crew.

### SECTION 23. OPERATION OF SHIP'S GEAR BY CREW

If requested by the Government, the Company shall assign trained members of the ship's crew; to the extent they are available and other shipboard duties and the safety of the ship permit, to operate the ship's cargo handling equipment and gear, including but not limited to booms, winches, cranes, ramps, forklifts, and container lift trucks during loading and discharge operations or exercises pertaining thereto.

### SECTION 24. HOURS OF LABOR AND COMPENSATION

Maintenance crewmembers except those designated as Steward Department shall work a 40-hour workweek consisting of 8 hours per day, Monday through Friday, normally from 8:00 a.m. to 5:00 p.m. Such 8-hour schedule may be varied due to launch and/or other transport schedules to and from the vessel.

Steward Department crewmembers will work a 40-hour week consisting of 8 hours per day, Monday through Friday to be divided between three serving periods in the twelve hour period between 0630 and 1830.

### SECTION 25. FOS OPERATIONS

Sea Watches for Watchstanding crewmembers shall constitute four (4) hours. Two (2) such watches shall constitute a day's work.

For all time that crewmembers are required to

be available for duty in port in excess of eight hours in any one (1) day, Monday through Friday, they shall be paid at the applicable Penalty Rate. They shall be paid at the applicable Overtime Rate for all hours worked in excess of eight hours Monday through Friday and for all hours worked on Saturday, Sunday and Holidays.

Hours of labor in port for non-watch standing crewmembers, excluding members of the Steward Department, shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, inclusive and overtime shall be paid for all work performed outside these hours.

It is understood that each crewmember shall perform the recognized and customary duties of his particular rating. Necessary work shall include the preparation of cargo gear and cargo holds for the purpose of loading cargo and the securing of cargo gear and cargo holds after cargo is loaded or discharged. Necessary work shall also include the maintenance of the vessel equipment and machinery under the direction of the officer in charge.

When it is necessary to shift a man to fill a vacancy, the man so shifted shall perform the duties of the rating to which he is assigned.

### SECTION 26. CALENDAR DAY

For the purpose of this Agreement, the calendar day shall be from midnight to midnight.

### SECTION 27. COMMENCEMENT OF OVERTIME

A. When the watch below is broken out to report for work outside their regular schedule, overtime, penalty or applicable time as appropriate, shall commence at the time stated for the callout, provided, however, that such crewmember reports for duty within thirty (30) minutes of the time the overtime commences. Otherwise, overtime shall commence at the actual time such crewmember reports for duty and such overtime shall continue until the crewmember is released.

B. The above provision shall not apply in the event the commencement of overtime, penalty or applicable time is schedule one (1) hour following the conclusion of their regular watch or workday. In that event, the crewmembers, having had a full hour for their meal shall report promptly at the beginning of the period for which overtime, penalty or applicable time has been scheduled.

### SECTION 28. CONTINUOUS OVERTIME

When working overtime or penalty time on the watch below and the crewmember is knocked off for one (1) hour or less, the overtime, penalty or applicable time shall be paid straight through. Time allowed for meals shall not be considered as overtime, penalty or applicable time in this clause. This section does not apply to crewmembers who are receiving overtime, penalty or applicable time for standing their regular watch.

### SECTION 29. COMPUTATION OF OVERTIME

When overtime, penalty or applicable time worked is less than one (1) hours, except for "Supper Reliefs", overtime or applicable time for one (1) full hour shall be paid. When overtime, penalty or applicable time exceeds one (1) hour, the overtime, penalty or premium work performed shall be paid in one-half (1/2) hour periods, and any fractional part of such period shall count as one-half (1/2) hour.

### SECTION 30. CHECKING OVERTIME

No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each crewmember who has worked overtime a time sheet stating hours of overtime and nature of work performed.

### SECTION 31. MONEY DRAWS AND ALLOTMENTS

A. Monies tendered for draws in foreign ports shall be made in United States currency failing which, traveler's check shall be issued at the Company's expense, except where currency laws established in

*continued on next page*

## President's Report continued

foreign countries prohibit such issuance.

**B.** The Company will make money available to be granted to the crewmember upon request for emergency situations only.

**C.** Valid overtime, penalty or applicable premium time and approved subsistence and lodging claims shall be included in computing the amount upon which the crewmember may draw.

**D.** Procedures shall be established on all vessels on foreign or inter-coastal articles whereby allotments or remittance may be made at the behest of the crewmember.

### SECTION 32. VACATION PAY (ROS PERSONNEL)

For each thirty calendar days on the payroll, the maintenance crewmember shall receive a vacation benefit of one and one half (1.5) days at the respective daily rate administered by the Company.

During each calendar year of 365 days, the ROS crew shall receive 10 paid holidays, 12 sick days, 18 days paid vacation and 104 days off for weekends.

Any vacation time earned while sailing on an activated vessel shall be paid as per the Company-Union Collective Bargaining Agreement. Since such vacation pay is separate from that while employed in the ROS Crew program, a crewmember may elect to file for his vacation benefits under the Company-Union Collective Bargaining Agreement and still return to his position in the ROS Crew.

### SECTION 33. HOLIDAYS

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### SECTION 34. SICK LEAVE

#### A. ROS/Maintenance Personnel

Sick leave will accrue at the rate of one day for each thirty (30) calendar days worked as a maintenance crewmember, to be payable when crewmembers are unable to perform their normal maintenance duties due to illness. Abuse of this privilege shall be grounds for disciplinary action, including dismissal.

Sick leave can accrue from one calendar year to the next, however; it can only be used for injury or illness. Termination of employment will result in the loss of any accrued sick leave. Any unused sick leave exceeding forty (40) days shall be forfeited.

#### B. Maintenance and Cure

1. Maintenance and Cure shall not be withheld in any case merely because a claimant has also submitted a claim for damages or has filed suit thereof or is taking steps to that end.

2. The payment of Maintenance and Cure, or unearned wages, when denied, may be taken up on its merits, under the grievance machinery of the agreement, providing a reasonable period of time has been allowed to the Company to ascertain the facts involved. And no such issue may be submitted to arbitration unless the individual crewmember involved agrees that the Arbitration Award shall act as a complete and final substitute of any claim for Maintenance and Cure or unearned wages, and also to provide that initiation of suit of Maintenance and Cure will not preclude presentation of a grievance for arbitration if the crewmember agrees that such arbitration will be final adjudication.

3. The sole fact that a crewmember has made a claim for Maintenance and Cure, unearned wages or damages resulting from illness or injury, shall not constitute just cause for discharge or denial of reimbursement where otherwise required under the Agreement.

In addition to Maintenance and Cure to maximum cure or fit for duty, the Company shall provide an ROS maintenance crewmember certified Not Fit For Duty due to an injury or illness full base pay for the first 30 days and %2 of base pay for the following thirty days of absence, for a total period of sixty (60) days, thereafter when a crewmember is under legitimate out-patient treatment it is agreed that in adjusting maintenance and cure, the Company will compensate the man concerned at the rate of (\$8.00)

per day (\$16.00 per day for Matson) to be paid weekly. Convalescent pay benefits shall begin on the first day of NFFD after all accumulated sick leave has been used. A ROS crewmember should use accumulated sick leave, before starting to use convalescent pay. If an ROS maintenance crewmember returns during this 60 day time frame fit for duty, normal pay resumes with his return to regular duties. The crewmember shall be advised that the convalescent pay benefit is for 60 days only. The Company shall remit contributions for the crewmember convalescent pay periods up to 60 days.

### SECTION 35. TRANSPORTATION - ROS

Transportation will be reimbursed at Government rates for crewmember initially joining the vessel and when terminating their employment in the ROS Crew, provided that the port of engagement or disengagement is different from the individuals' home of record. This reimbursement is only for the permanent crewmembers at initial joining or at termination (whether elected or mandatory). Reimbursement will not be made for vacations, replacements or in case of sickness. Transportation shall not be reimbursed if a crewmember elects to terminate his/her employment in less than the sixty (60) day probationary period.

In addition to the above, Unlicensed Personnel shall be reimbursed expenses pursuant to JTF incurred when initially joining a vessel.

For air travel, unless otherwise provided, between home and ship and vice versa, and from one Company ship to another Company ship, Unlicensed Personnel shall receive economy class air transportation and be reimbursed for reasonable expenses associated with such travel. For other travel, Unlicensed Personnel travel expenses shall be reimbursed in accordance with the government's Joint Travel Regulation (QTR) for the area in which the travel occurs.

A "travel per diem" equal to the Daily Base Wage (Monthly Base divided by 30 for ROS/RAV) shall be paid to Unlicensed Personnel required to join a vessel outside the Continental United States, nearby foreign and the State of Hawaii (fringe benefit contributions are not required), starting the day the Unlicensed Personnel flies out or is scheduled to fly out directly to the vessel and ending the day the Unlicensed Personnel boards the vessel. For travel between one Company ship to another Company ship, covered herein, Unlicensed Personnel wages shall continue at the rate the Unlicensed Personnel are employed and all benefit contributions shall be made by the Company.

### SECTION 36. WORK RULES

A. ROS Maintenance crews are expected to work as a team with no regard to departmental boundaries when work is related to maintaining the safety, security and habitability of the vessel.

B. Each crewmember shall maintain and clean his own quarters, and make his own bunk.

C. The Chief Steward and GUDE/GVA will maintain the galley, messing areas, and will collect/supply dirty/fresh linens weekly.

### SECTION 37. CREW LOGS

Crewmembers working on laid up vessels will be required to maintain individual daily work logs listing a basic description of the work performed in accordance with Company guidelines.

### SECTION 38. ROS

A ROS crew is a group of ten or more crewmembers assigned to a specific RRF ship ROS crewmembers are provided accommodations (all week) and messing (Mon-Fri) onboard the vessel. The ROS crew's primary responsibilities are to:

- Become completely familiar with shipboard equipment and systems;
- Perform Vessel Maintenance Actions;
- Perform general shipboard duties;
- Operate and maintain shipboard equipment and systems during idle status;
- Perform repairs and assist in supervising industrial repairs;
- Maintain the ship's inventory; and
- Activate (transition) and operate the ship, when

directed, and train new crewmembers. An ROS crew maybe assigned to an inactive RRF ship in Phase IV (Maintenance) or during Phase 0 (Operation) to maintain the ship in standby but not fully-manned status.

All ROS crewmembers as appropriate to their rating shall:

- Assist in ship activations and sail as a member of the full crew.

- Assist new crewmembers to become familiar with the proper and safe operation and maintenance of shipboard equipment and systems including all compartments, major systems, as well as fire fighting and damage control equipment and systems.

### ROS COMPOSITION

Due to the size and composition of ROS maintenance personnel, it is understood that ROS maintenance crews shall be expected to work as a team with no regard to departmental boundaries when work is related to maintaining the safety, security and habitability of the vessel. The Steward Department shall not be required to perform routine maintenance on deck or engine room except as provided in this paragraph.

The type of work that all ROS maintenance crewmembers would be expected to do as a team includes, but is not limited to the following:

- Secure Ship for Prevailing Weather Conditions;
- Adjust/Double up/Stow Mooring Lines;
- Adjust Gangway;
- Take on and Stow Ship's Stores/Spare Parts;
- Operate Cargo Equipment for Storing/Testing; and
- Assist with Vessel Habitability Requirements

**Housekeeping:** In order to allow for subsistence onboard with minimal housekeeping staff, all maintenance crewmembers shall be expected, in addition to specific duties described below, to maintain the cleanliness of their own quarters and make up their own bunks. The Steward/Cook and GVA shall maintain the galley, messing areas, and shall collect/supply dirty/fresh linens weekly and clean common spaces.

If hotel services are lost on an ROS vessel, the Company retains the right to temporarily house the ROS crew on an adjacent ROS vessel while repairs are on-going. Twenty-four hours after the incident which caused the loss of hotel services, the Company may obtain temporary housing for the ROS crew.

If a vessel is transferred from its original home port, maintenance and ROS crews shall be provided subsistence and lodging in accordance with the highest Joint Travel Regulations (JTR) for the area as they apply to civilian employees of the government if not provided for onboard.

Within the 365 days, each ROS crewmember is entitled to 10 holidays, 18 vacation days, and a maximum of 12 sick days off with pay if required.

### ROS Crew Attendance During Severe Weather

Outside of the normal working hours, if an ROS crewmember is required to be onboard a vessel of severe weather, standard overtime will be authorized.

All ROS crewmembers are subject to call-back. No overtime or compensation is payable simply for being subject to call-back. However, if called back by the duty officer, a crewmember shall receive overtime in accordance with normal procedures for work in excess of a 40 hours week. This time shall be calculated from the crewmember's arrival onboard ship.

### SECTION 39. VESSEL TRANSITION TO FULL OPERATING STATUS, NOTICE NOTICE

During a vessel transition, ROS Maintenance crewmembers for the class of ship may be sent to the vessel being transitioned to assist in the transition.

ROS Maintenance crews with co-located vessels shall assist the transitioning vessel if the remaining vessel is not being simultaneously transitioned.

It is the Government's option to re-assign crew members from other ROS ship(s) to assist with the

*continued on next page*



## President's Report continued

transition. These crewmembers remain on their ROS wages.

The crewmembers permanently assigned to the transitioning vessel shall be part of the sailing crew, in the rating held while in idle status or in a higher rating, as necessary. Crewmembers designated to sail with the vessel shall be signed on Articles as appropriate.

For co-located ROS vessels: all ROS crews may assist during the maintenance activation transition. It is the Company's option to temporarily assign other ROS crewmembers during maintenance activation with sea trial.

Maintenance crewmembers who fail to perform their required duties during a vessel transition, or who fail to sail with the vessel as required, barring any extenuating circumstances as determined by the Company, shall be subject to disciplinary action. In the event that the crewmember was determined to be fit for duty with no extenuating circumstances as determined by the Company, such disciplinary action shall include denial of future employment onboard all RRF vessels.

If performance was satisfactory, such transfer from maintenance crewmember to sailing crewmember shall not break any continuous employment, and the crewmember shall revert to his/her original maintenance status at lay-up.

In the event of extended operations all crewmembers assigned to the vessel shall be provided reliefs as per the appropriate employee agreement. The Government retains the right to phase reliefs in order to provide continuity.

### SECTION 40. RIDING CREWS

A. The Company shall have the option of employing Unlicensed Personnel as members of a "riding crew" consisting of such ratings as it deems necessary to conduct a viable maintenance and repair program aboard its vessels.

B. Riding crews may perform routine maintenance and repair throughout the vessel without restriction and shall receive the appropriate wages and benefits as agreed to, provided, however, that the Company can supplement the riding crew on a temporary basis with outside specialists who are not covered by the Agreement for the purpose of making necessary repairs requiring skill, training or experience not possessed by the ship's regular crew complement or the riding crew.

### SECTION 41. SUBSISTENCE AND LODGING

FOS/ROS - When room and board are not provided, Unlicensed Personnel shall receive Subsistence and Lodging allowance in accordance with the highest Joint Travel Regulations (JTR) for the area as they apply to civilian employee of the government.

## ARTICLE III STEWARD DEPARTMENT

The STEWARD DEPARTMENT shall perform the following on a daily basis Monday-Friday only: (NOTE: Such work is to be performed in an eight (8) hour split shift between 0630-1830 daily.)

- Prepare three meals.
- Clean galley facility and mess areas.
- Garbage removal.
- Domestic reefer inspections.

The Steward Department is also responsible for keeping clean recreation rooms and passageways; collecting, inventorying and bundling dirty linen service and distributing fresh linen to other crewmembers on a weekly basis, inventorying, ordering and stowing provisions.

The following guidelines shall be utilized when executing Steward Department duties:

1. Galley Facility. Galley area, cooking utensils and cooking area shall be maintained in a clean, sanitary ship-shape condition at all times. All food leftovers, cooking grease and perishable materials shall be removed and properly stored. Galley area must remain clean between meals.

2. Garbage. All trash and garbage accumulated each day shall be removed to the ship's garbage

room, compacted and removed to shore dumpsters. Do not allow garbage to accumulate onboard the ship. All garbage pails and ship garbage drums shall be covered per U.S. Department of Agriculture (USDA) rulings.

3. Domestic Reefer Inspection. Make daily rounds to check all domestic reefer temperatures and conditions. Abnormal temperatures shall be reported to the Chief Engineer immediately. All foodstuffs must be covered and properly stored. Questionable or spoiled stores shall be removed to the approved trash facility.

4. Mess Areas. Mess Areas shall be cleaned, mopped and sougeed daily. All garbage and food wastes removed to the approved trash facilities. Table linens shall be changed weekly or as necessary.

5. Inventory Renewal. Provisioning of ROS crew, determination of and rotation of foodstuffs. The Steward's Department shall remove from the ship and dispose of foodstuffs with expired freshness/use by dates.

6. Passageways and Cabins. Open and inspect cabins presently utilized for ROS personnel. Sougee quarters, head, deck and bulkheads. Clean and sougee all passageways and bulkheads. Report any damages to the senior crewmember.

7. Linen and Equipment Inventory. Every 30 days, soiled linen shall be bagged and collected for shoreside cleaning. Standing inventory of the ship's linen and galley shall be recorded and updated monthly.

If the ship carries more than twelve (12) Government personnel, the parties agree to petition the Government for extra department personnel.

Any work rules not covered by the Agreement shall revert to the SIU-PD standard agreement in effect.

### DURATION OF AGREEMENT

This Agreement shall remain in effect for the duration of the contract between the Company and Maritime Administration.

## ADDENDUM "A"

### Economic Matters

#### RFP# DTMA8R04004

#### 1. Full Operating Status (FOS)

A. The monthly base wages, hourly overtime rates and fringe contributions to be paid when a vessel is in FOS are as follows for the SUP:

Rating	Monthly Daily Overtime Penalty			
	Wage	Wage	Rate	Rate
Bosun	\$3721.61	\$124.05	\$28.54	\$16.18
AB, AB Maint.	2948.72	98.29	24.36	12.40
OS/General Vessel				
Utility	2039.08	67.97	14.56	9.83

Except as otherwise provided, in addition to the respective base wages, the overtime rates specified above shall apply to all work performed in excess of eight (8) hours, Monday through Friday and for all hours worked on Saturdays, Sundays and Holidays.

#### FOS Fringe Benefits and Related Items (Daily)

	Hiring Money			
	Welfare	Training	Hall	Purchase
SUP & MFU	\$43.57	\$4.00	\$2.00	\$10.00

Unlicensed Personnel shall earn fifteen (15) days of paid vacation for each thirty (30) days employed in FOS, or pro rata.

B. Each crewmember shall perform the customary duties of his particular rating. General Vessel Utility ratings, when carried, may be required to perform general maintenance and cleaning throughout the vessel, including unlicensed quarters. GVV's shall perform such assignments as directed by the Chief Steward during routine working hours.

C. If a vessel is being operated subject to the provisions of the Service Contract Act and the Wage Determination by the Department of Labor (D.O.L.) contains rates higher than the contractual rates, the higher rates shall prevail.

D. When the crew is required to perform longshore work, tank cleaning, cleaning bilges, spray painting or sand blasting they shall be paid at the Penalty Rate during routine hours Monday through Friday. They shall be paid at the Overtime Rate

during off duty hours Monday through Friday and at all times on Saturdays, Sundays and Holidays.

E. On vessels carrying explosives in excess of fifty long tons each crewmember shall receive in addition to their regular monthly wage ten percent (10%) of such wage from the time loading of the explosives commences until the last of such cargo is discharged. When required to handle explosives they shall be compensated, in addition to their regular wages, at the rate of ten dollars (\$10.00) per hour unless a higher rate is applicable.

F. For this purpose, "Dangerous Cargo" is defined as Class "A" munitions or dangerous explosives in accordance with the Interstate Commerce Commission's classification, such as:

1. Ammunition for cannons of 27 mm (1.5 in) caliber or larger;
2. Ammunition for cannons with explosive projectiles;
3. Projectiles, grenades, bombs, mines, torpedoes;
4. Black powder or low explosives;
5. Ammunition with explosive bullets;
6. Ammunition with explosive chemicals;
7. High explosive such as dynamite, etc.;
8. Initiating or priming explosives such as blasting caps; and
9. Nuclear explosives.

This section shall not apply to small arms, ammunition, signaling devices, etc., carried for the protection of the ship.

#### G. War Zone and Imminent Danger Zone Bonuses;

1. While a vessel is being operated in or traversing waters described as being a "War Zone" by an appropriate U.S. Government Agency, all Unlicensed Personnel shall receive a bonus equal to one hundred percent (100%) of Base Wages on a day for day basis.

2. While a vessel is being operated in or traversing waters described as being an "Imminent Danger Zone" by an appropriate U.S. Government Agency, all Unlicensed personnel shall receive a daily bonus equal to the bonus paid to U.S. Military Personnel assigned to the area, or civil mariners, whichever is higher.

3. For 1. and 2. directly above, the appropriate bonus shall be paid effective the day the vessel enters the "zone" and shall terminate effective the day after the vessel departs the "zone" or effective the day the respective "zone" designation is withdrawn by the appropriate U.S. Government Agency, whichever occurs first.

H. A "Harbor Attack Bonus" and a "Vessel Attack Bonus" of six hundred dollars (\$600.00) and one thousand dollars (\$1,000.00), respectively, shall be paid to all Unlicensed Personnel on a per incident basis. Warning shots across the bow in compliance with International Law does not constitute an "attack" of any kind. It is understood that when a "Vessel Attack Bonus" is paid, no "Harbor Attack Bonus" shall be paid for that particular day.

For the duration that a vessel is in the above described "zones", the Company shall provide to the Unlicensed Personnel, at its own cost, insurance covering loss of life, disability, including dismemberment and loss of functions, detention and loss or damage to personal effects, by a policy substantially in the form of the Second Seamen's War Risk Policy. The policy amounts payable under such war risk insurance shall be the same as those described in the Second Seamen's War Risk Policy except that the benefit for loss of life shall be two hundred thousand dollars (\$200,000.00).

I. When overtime work is performed, such work shall be paid for in one-half (1/2) hour increments except for the first hour. Supper reliefs shall be paid in one-half (1/2) hour increments.

J. Penalty meal hours and relieving for meals shall be compensated at the Penalty Rate.

K. There shall be no pyramiding of overtime except as specifically provided herein.

L. Gangway watches shall be maintained at the discretion of the Master or as required by MARAD or MSC.

*continued on next page*

## President's Report continued

### 2. Reduced Operating Status (ROS)

A. The daily rates of pay, hourly overtime rates and fringe contributions to be paid when a vessel is in ROS are as follows for the SUP:

Rating	Weekly Wage	Daily Wage	Overtime Rate	Penalty Rate
Bosun	\$1166.03	\$166.58	\$28.54	\$16.18
AB, AB Maint.	882.91	126.13	24.36	12.40
OS/General Vessel				
Utility	610.59	87.23	14.56	9.83

Weekly wages shall be divided by seven when determining daily wages for unlicensed crew who work less than a full week, provided, however, that no unlicensed crewmember shall be paid less than the weekly wage listed above when employed Monday through Friday and the vessel remains in Reduced Operational Status throughout the subsequent weekend.

Except as otherwise provided, in addition to the respective base wages, the overtime rates specified above shall apply to all work performed in excess of eight (8) hours, Monday through Friday and for all hours worked on Saturdays, Sundays and Holidays.

#### ROS Fringe Benefits and Related Items (Daily)

	Hiring Welfare	Money Training	Hall	Purchase
SUP & MFU	\$43.57	\$4.00	\$2.00	\$10.00

Unlicensed Personnel shall earn one and on half (1.5) days of paid vacation for each thirty (30) days employed in ROS, or pro rata and paid by the Company.

B. For all work performed in excess of eight (8) hours Monday through Friday, and for all hours worked on Saturdays, Sundays and Holidays, Unlicensed Personnel shall be compensated at the Overtime Rate.

C. For the purposes of this section, an accrued vacation day used shall be considered as a day worked.

D. ROS crewmembers shall comply with Company rules regarding overtime authorization.

E. The routine ROS workday shall be 8 a.m. to noon and 1 p.m. to 5 p.m. Monday through Sunday as specified in the RFP. Maintenance Crew shall have a routine workweek of Monday through Friday.

F. Unlicensed Personnel employed in ROS shall be entitled to Subsistence and lodging in accordance with the provisions of Section 38.

G. Unlicensed Personnel shall receive a day's pay for each holiday occurring during their assignment period.

### 3. General—Vessel in FOS or ROS Status

A. There shall be an increase of three percent (3%) of Total Labor Coast (TLC) for the Unlicensed Personnel effective the first, second and third anniversary dates. Commencing with the fourth anniversary date there shall be a five percent (5%) increase of the TLC. TLC is defined to include base wage rates, overtime rates, fringe benefit rates (excluding Seafarers Health and Benefits Plan), but shall not include transportation, victualling, P&I Insurance and taxes.

In the event the contract award is extended, the following shall apply:

1. In Year 6 of the contract wage rates and overtime rates shall be increased by five percent (5%) and all fringe benefit contribution rates shall be increased by ten percent (10%).

2. Effective Years 7 through 10, there will be a five percent (5%) TLC increase which shall include base wage rates, overtime rates and all fringe benefit rates, but shall not include transportation, victualling, P&I insurance and taxes.

B. All hands shall be allowed fifteen (15) minutes for coffee at 10:00 a.m. and 3:00 p.m., or at a convenient time near those hours.

C. On or about December 31 of each year, all crewmembers, whether at sea or in port, shall receive all monies due them in the form of a check or other instrument which, under Internal Revenue Service Rules, shall be deemed constructive receipt of said money.

It should be noted that there are several references in the agreement to permanent assignments, however, both Matson and Patriot agreed that past practice for the SUP and MFOW would prevail and the jobs will be

dispatched for one year assignments in ROS. In FOS, the "shuttle-ship" Shipping Rules shall be in force.

Recommend ratification of the Matson and Patriot Ready Reserve Force Agreements.

## LMSR PROTEST UPDATE

Ending a legal struggle that began in August 2004, when the Military Sealift Command awarded American Overseas Maritime Corporation (AMSEA) nine Large Medium Speed Roll-On/Roll-Off (LMSR) vessels rather than SUP-contracted Patriot Contract Services, the Union was notified by Patriot on July 29 that it withdrew the lawsuit against MSC pending before the United States Court of Appeals for the Ninth Circuit.

Patriot's chief operations officer, Captain Saunders Jones, stated that "the chance of winning was not good and the legal costs were exorbitant."

It is indeed unfortunate that neither Judge Martin Jenkins of the United States District Court for Northern California (see the May *West Coast Sailors*) nor the judges of the Ninth Circuit, did not side with Patriot particularly after the Government Accountability Office reviewed the award and stated that AMSEA made "material misrepresentations" in its bid and that the contract should be awarded to Patriot.

The SUP will continue to press for integrity in the government procurement process with members of the Congress so that this travesty of justice does not occur again.

## SUP ELECTION: NOMINATIONS

In accordance with Article XII of the SUP Constitution, nomination of regular Union officers for the 2006-2008 term shall be made at the Headquarters and Branch meetings in September.

Written notice of this fact will be published in the August edition of the *West Coast Sailors* and posted in all halls.

Any eligible member may place his/her own name in nomination for any regular office or may be nominated by another member.

Nominations may be made either in person or by mail; however, any nomination made by mail must be received at the Branch or Headquarters at least one day prior to the meeting at which nominations will be received.

The Headquarters meeting is on September 12, 2005, and the Branch meetings are on September 19, 2005.

The names and membership numbers shall be recorded in the minutes. The Balloting Committee, which will be elected at the September Headquarters meeting, shall prepare a list of names and nominees for each office and forward copies thereof to each Branch. Such lists will be conspicuously posted in each office or hall. All nominees shall be notified by mail of their nomination and such notice shall be mailed within five working days after the nominating meeting.

Any member of the Union shall be eligible to be a candidate for and hold any regular office, provided he/she possesses the following qualifications:

•He/She is a member in good standing at the time of nomination.

•He/She achieved "B" seniority as defined in the SUP Shipping Rules; and

•He/She is not disqualified by law. A member shall not be eligible to be a candidate for and hold any regular office if within the past five years he/she has been convicted of, or served any part of a prison term resulting from conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, or violation of Title II or III of the Landrum-Griffin Act, or conspiracy to commit any such crimes.

The regular Union offices for the 2006-2008 term shall be in accordance with Article X of the SUP Constitution: one President/Secretary-Treasurer, one Vice President/Assistant Secretary-Treasurer, one Seattle Branch Agent, one Wilmington Branch Agent, one Honolulu Branch Agent, one San Francisco Business

Agent and five Trustees for the SUP Building Corporation, two of whom do not hold any other Union office. In addition, three delegates and one alternate to the SIUNA Convention, which will be held in 2007, are subject to the nominating procedure.

In accordance with Article XII of the SUP Constitution, no one may be a candidate for more than one office with the exception of the position of Trustee of the SUP Building Corporation and delegate to the SIUNA Convention.

## MARITIME TRADES DEPARTMENT CONVENTION

Attended the Maritime Trades Department, AFL-CIO Quadrennial Convention in Chicago on July 21 and 22.

Delegates heard of the progress the U.S. maritime industry has made over the past four years including the reauthorization and expansion of the Maritime Security Program, the preservation of the Jones Act, the renewed public awareness of the pitfalls of the flag-of-convenience system and the Maritime Administration's initiative for coastwise or short-sea shipping.

In addition to several resolutions regarding maritime issues and labor in general there were a number of notable speakers. AFL-CIO President John Sweeney, Secretary-Treasurer Richard Trumka and Executive Vice President Linda Chavez-Thompson all made passionate speeches on the necessity of the labor movement to stand as one given the anti-Union environment in the country today.

## AFL-CIO CONVENTION

Also attended the AFL-CIO Convention from July 25 through the 28th as a delegate from the Seafarers' International Union of North America, which the SUP is an autonomous affiliate.

As the press has widely reported the Convention was marred before the proceedings got underway by the disaffiliation from the Federation by the Service Employees International Union (SEIU) and the International Brotherhood of Teamsters. These Unions, along with the United Food & Commercial Workers, Unite HERE, the Laborer's Union and the United Farmworkers, are part of a dissident group called Change To Win. Their publicly stated beef is that the AFL-CIO is not doing enough to organize. However, in the judgment of your secretary, the real reasons have to do with personality, ego, money, plus the desire of a few larger Unions to dominate and dictate terms to others—including forcing Unions to merge.

The mastermind of this power-play is Andrew Stern, President of SEIU and the former protege of AFL-CIO President John Sweeney, when Sweeney was head of SEIU. Although Stern's outfit is the largest and fastest growing Union in the country, it is still in the minority, along with the other Change To Win organizations within the AFL-CIO. It is clear from Stern's statements that he is an anti-democratic reactionary whose desire is to push his crypto-Stalinist agenda at any cost.

At the Convention itself, the remaining dissident Unions boycotted the Convention floor. In doing so they refused to participate in the democratic process. Instead they provided ammunition for the anti-Union element by their public pronouncements. The champagne must have been flowing at the White House as the solidarity of the working class was being split by a few misleaders.

## LABOR DAY

All SUP halls will be closed on Monday, September 5, in observance of Labor Day, which is a holiday under all SUP collective bargaining agreements.

## ACTION TAKEN

M/S to ratify APL agreement. Carried unanimously.  
M/S to ratify RRF agreements. Carried unanimously.  
M/S to accept the balance of the President's report. Carried unanimously.

Gunnar Lundeberg

## Japanese protest flag-of-convenience ship

One hundred Japanese seafarers, dockers and Union supporters protested against the port call of the containership *NYK Prestige* at Osaka at the end of July in an action sanctioned by the International Transport Workers' Federation (ITF). The protest called for the vessel's German owner, Leonhardt & Blumberg, to sign an agreement on minimum standards for the crew and a commitment not to take dockworkers' jobs.

The ship has been targeted by ITF-member Unions across the world as the focus of protests to improve the working conditions of seafarers. Simon des Baux of the Asia Pacific Flags-of-Convenience Campaign alleged that in its 102-year history the owner had never signed an agreement recognizing Unions on board its ships, and pledged that the multinational campaign would continue. "This is just the start, and if need be, we will take this further," he added.

A spokesman for Leonhardt & Blumberg said: "We have a collective wage agreement in place. The ITF should remember that they have signed an agreement with us." Union officials countered that this was only a framework agreement.

## Germans for tougher alcohol limits onboard

The German government wants to launch an initiative at the International Maritime Organization (IMO) for stricter rules on drinking on board merchant ships. It plans to submit its proposals to the Maritime Safety Committee (MSC) for a full ban on alcohol on ferries as well as on dangerous goods carriers, and a limit of 50 milliliters of alcohol per liter of blood for all other types.

The rules, which could be either included in the STCW code or SOLAS chapters V and IX, would apply to masters, officers and ABs on watch.

Germany has already commissioned a formal safety assessment study on the benefits of stricter alcohol limits in shipping, which it wants to submit alongside its official note to the MSC.

The German parliament adopted these limits for its territorial waters two months ago after an accident in Hamburg last year when the *Ena 2* capsized with a cargo of sulphuric acid. The master was found to have an alcohol level of 219 milliliters.

## Former Liberian maritime boss arrested for theft

Liberia's former maritime boss has been charged with embezzling \$3.5 million in government funds after a \$10,000 reward led to his arrest. J.D. Slanger, the recently-fired head of Liberia's maritime bureau, was jailed on August 2, and charged with "economic sabotage and fraud" in a scheme that allegedly also involved Morris Dukuly, the country's ex-permanent representative to the International Maritime Organization (IMO). Both men were suspended in mid-July by Liberia interim leader Gyude Bryant when the fraud was discovered. The pair were reportedly given 72 hours to repay the missing funds or face prosecution. Originally, the amount of the misappropriation was believed to be \$900,000 in diverted payments from Inmarsat. But that figure was adjusted upward by the country's information ministry. Slanger, who was a rebel leader in the 14-year civil war that ended two years ago, was sent to jail pending trial.

Immediately upon announcement of the fraud probe, Bryant named Monrovia lawyer Lloyd Kennedy as acting head of maritime affairs and Armet Hill to the IMO post.

Representatives of the Liberian International Ship and Corporate Registry—the world's second largest flag fleet—continue to stress that the scandal has no relationship to the registry.

## Hawai'i ferry battle goes to court

Environmental groups are continuing their fight against a proposed inter-Hawaiian island ferry system, and have taken their battle to federal court. The groups have asked a federal judge to set aside the Maritime Administration's "categorical exclusion" from federal environmental laws for Hawai'i Superferry so a full environmental impact statement could be ordered. John Garibaldi, chief executive of the ferry firm, says that although the project remains on track to begin operations in early 2007, the lawsuit is holding up the closing of \$200 million in financing.

Hawaii Superferry plans to operate two 35-knot catamarans carrying 900 passengers and 250 vehicles between O'ahu and Maui, Kauai, and the Big Island.

A lawsuit filed earlier in state court over a similar state environmental exemption for the ferry was dismissed in July when the president judge ruled the ?Sierra club, Maui Tomorrow and the Kahului Harbor Coalition didn't have standing to challenge the project. That ruling has been appealed. Friends of Haleakala National Park have joined the other green groups in the federal suit. The groups say they are worried about the impact the vessels will have on the Hawaiian Islands' Humpback Whale National Marine Sanctuary and the possible introduction of alien species.

# Vice President's Report

August 2005

### Ready Reserve Force Training

The RRF awards to Matson and Patriot come as a welcome source of new work and opportunity. However, our responsibility is to meet new training requirements mandated by the Maritime Administration and the Military Sealift Command. Some of those requirements are specific to the missions of the ships, and more information will be forthcoming as the training plans are developed.

In the meantime, all members should focus on the importance of Rating Forming Part of a Navigational Watch as this critical international rating is part of a seaman's STCW certificate. It is either written in as an endorsement or contained within the preamble by reference to the STCW code. It is a pre-requisite for a rating of Able Seaman. This endorsement began a new era for entry level seamen because it created a requirement before the AB test and proof of seetime. Now, in addition to the traditional requirements, an OS must take a one-day class, be satisfactorily assessed and signed off on all the helmsmanship and lookout competencies expressed in the enclosure to Coast Guard policy letter 14-02, and add a minimum of 60 days of seetime on ships greater than 500 gross tons in order to qualify. There are other methods of qualifying. But with the addition of a significant number of new Ordinary Seamen jobs in both the RRF awards and the APL contract, most of which require RFPNW, Ordinary Seamen must get this endorsement to get employment that qualifies for the AB rating. It's not like the old days when you got your papers and when to sea and learned everything on the job. Now you must pre-qualify, and the Andrew Furuseth School of Seamanship and the Sailors' Union of the Pacific will help you do it. If you are an OS, or if you know an OS who doesn't have this endorsement, please contact Steve Messenger or myself as soon as possible for further information and instruction.

### Ships Checked

**APL Philippines:** Delegate Ruben Loza. Ballast tank covers are historically the within the scope of carpenter's work and hence SUP jurisdiction.

**R.J. Pfeiffer:** Delegate Rich Reed. In at Howard's Terminal in Oakland. Mate attempting interpretive acrobatics instead of a reading the plain language of the agreement. Section 16(9) of the General Rules is not complicated: washdown is a stem-to-stern job done on departure both from Hawai'i and the Mainland. It does not set the duration and does not prescribe the tools: it merely says that it will be done because we want to sail in clean ships. The Company agreed with us in negotiations in 2002. If they've changed their minds due to operational concerns, we can understand that: they are welcome to make proposals for something different at the bargaining table in 2008. But we will not accept now, as we never have in the past, ad hoc unilateral changes to our contract.

**Cape Girardeau:** Call from Danny Foster on wages and work rules of new contract. Apparently there was a payroll glitch in the conversion to the new contract. Under investigation.

**Cape Jacob:** Called for crew on Monday, August 15 to fly to Japan. Top-notch gang shipped from all West Coast ports. Will depart on a mission for the MSC shortly after the crew arrives.

**President Grant:** Delegate Joel Schor. In at Middle Harbor Oakland. Some questions on wages and Ready Reserve Force contracts.

**Lurline:** Delegate Phil Howell turned the sheets over to Art Kardinal. Delayed sailing not payable if not knocked off. Bosun Jim Savage did a fine job preparing the ship for COI drill. Mooring wires still not replaced by synthetics due to necessary changes to winch and chock apparatus. Will continue to pursue with Matson.

**Colorado Voyager:** Call from a crew member indicates all is well. Length of casual assignment is at the Company's discretion. All Ordinary Seamen currently employed by the Company should contact me or Steve Messenger about upgrading to AB as soon as possible.

Dave Connolly

**SUP Members: Your current address needs to be on file at Headquarters.**

## Ships over 500 gross tons must carry an immersion suit for every crewmember as of July 2006

Starting July 1, 2006, all cargo and bulk carriers over 500 gross tons will be required to provide immersion suits for every person onboard.

Currently, under International Maritime Organization rules, at least three immersion suits must be provided for each lifeboat on a cargo ship.

Last year's grounding of *Selendang Ayu* in Alaska highlighted the need for every crewmember to have an immersion suit available. Six of the 26 crewmembers aboard the bulk carrier died when a U.S. Coast Guard helicopter evacuating them crashed into the sea. The men who died were wearing only life jackets and street clothes. The members of the helicopter crew were wearing immersions suits, and all three were rescued safely.

## Record of SUP Shipping July 2005

	Hdqs	Seattle	Wilm	Hono	Total
Bosun	3	2	3	1	9
Maint. Man	5	0	0	0	5
A.B. Dayworker	0	0	8	4	12
A.B.	16	1	13	4	34
O.S.	0	0	1	0	1
Ship Util.	0	1	0	0	1
Standby	21	11	113	36	181
<b>TOTALS</b>	<b>45</b>	<b>15</b>	<b>138</b>	<b>45</b>	<b>243</b>

# SUP Branch Reports

## Seattle

July 18, 2005

Shipped during the period: 2 Able Seamen berths taken by one "A" to a return and one "A" to a relief; 1 utility to Chevron filled by a "C" member; and eight standbys to 2 "A", 4 "B" and 1 "C" and 1 "D" registrant.

Registered during the period: 7 A cards for a total of 23; 7 B cards for a total of 36; 4 C cards for a total of 28.

### Ships Checked

*Maui* and the *R.J. Pfeiffer* checked and running smoothly.

I attended the King County Freight Summit which was an interactive discussion between regional shippers, carriers, labor and government decision makers, regarding the region's freight transportation system. The Sailors' Union gave further testimony at the Seattle Port Commission hearing regarding the final draft report for Terminals 90 and 91. Along with the Inlandboatmen's Union and ILWU Local 19, we continued our objections to the ports plan for changing the zoning in this area from industrial use to mixed use. The problem, as we see it, and why this issue is so important, is that once the zoning changes for Terminals 90 and 91 from industrial to mixed use, then property values rise and all the small businesses such as generator shops and machine shops would be forced to leave and much, if not all, of the waterfront property would become hotels and condos. The MM&P is also a part of this maritime labor "Save the Waterfront" coalition.

I attended the Ship Operators Cooperative Program meeting where issues discussed included recruitment and retention of mariners along with various regulatory and ecology matters pertinent to the maritime industry.

The King County Labor Council hosted a forum for three visiting Iraqi oil worker Unionists. It was tough listening to these folks describe the condition of their country and the daily danger and terror that they work under. We thanked them for their visit and passed the hat to help them with travel expenses.

Although shipping remains slow here, we have been hearing strong rumors that the SUP will be picking up additional ships in the near future. Make sure your drug cards and other documents are in order.

Vince O'Halloran  
Branch Agent

## Wilmington

July 18, 2005

Shipped during the period: 3 bosuns, 14 ABs, 7 AB Maints. and 119 standbys for a total of 142 jobs shipped.

Registered during the period: 52 A cards, 58 B cards, 11 C cards and 4 D cards.

### Ships Checked

*Mahimahi*, Bert Genita, delegate, OK; *President Truman*, Stanley Lane, delegate: Crew members will sign on day reported aboard (Friday), and not on Sunday at 0800 on their time. *APL Singapore*, Carlos Medina, delegate, OK; *Maunawili*, Rob Morgan, delegate, OK; *President Wilson*, Bill Bailey, delegate,

OK; *President Jackson*, John McNeil, delegate, OK; *APL Korea*, Steve Rydberg, delegate, OK; *Manulani*, Jim Meador, delegate, OK; *APL China*, Dmitri Seleznev, delegate, OK; *Mokihana*, Bill Woods, delegate, OK; *Matsonia*, Art Pond, delegate, OK. Overtime start for the gang on a shift on the time on the shift board, not on a half hour courtesy call for a paid coffee. There's another 2 hour minimum for tie up only if the shift exceeds 2 hours. *President Adams*, Tony Montoya, delegate, OK; *APL Philippines*, Ruben Loza, delegate, OK: Gang gets cargo time for putting up original lashings only, and nothing else.

Attended Labor Day Parade meetings at the MM&P and MEBA halls. Waterfront unions and others get together to organize this parade and make it happen, and each one has a part in it. The parade begins at 10:00 A.M. at Broad and E Street, and goes down Avalon Boulevard to MST and into Banning Park, where the festivities begin. There are bands, food, speaker, etc., and we knock off at 3:00 P.M. This is the 26th one and I hear it is the only one on the West Coast. PLEASE COME!

It was a pleasure to have Vice President Connolly at the meeting to read the President's Report and the Matson contract and APL running the ships direct under the same contract as ASM and no American Automar Inc! Unanimous to ratify Matson agreements. He read the Constitution Committee's recommendations and explained all amendments to the membership for discussion. Many questions were asked and answered. Not everyone concurred with the Committee on everything. Took care of the duties of the port for the membership during the period.

Keith Miller  
Branch Agent

## Honolulu

July 18, 2005

During the month of June 2005, dispatched the following: 1 bosun, 1 bosun return, 2 ABs, 2 AB reliefs, 3 ABD reliefs, and 2 OSs. These jobs were filled by 5 A members and 6 B members. Also shipped 30 standby jobs filled by 2 A members, 5 B members, 21 C members and 2 D registrants for a total of 41 jobs shipped.

Registered during the month of June, 10 A members, 3 B members, 8 C members, 1 D registrant. To date registered are: 13 A members, 20 B members, 9 C members, and 1 D registrant for a total of 43 registered.

### Ships Checked

*Manulani*, *Lurline*, *Lihue*, *Matsonia*, *Maui*, *R.J. Pfeiffer*, *Maunawili* and *Manukai*. All with few or no beefs. Paint and Rigging Gang running smoothly with Monte Kalama as bosun.

At the July 18 Honolulu Branch meeting, President Gunnar Lundberg was present. He went over the new Matson maintenance agreement with the P&R gang at the Sand Island shop, boarded the m/v Maunawili and explained the exiting fleet agreement (two holidays restored on the CV 2600 agreement) and attended the Union hall meeting for the vote on the contracts and Committee on Constitution proposals. Unanimous vote

to ratify the Matson agreements and an unanimous vote to concur with the Committee on Constitution. President Lundberg also brought word of APL's decision to manage their fleet and maintain the current Union contracts. It was quite a day!

On July 28, attended a fundraiser at Li'I Lyman's Bar and Grill (Murphy's) for the Waianae Maritime Academy. Large turnout and a good time!

On July 26, Herman "Dutchy" Kaakua's ashes were scattered at sea from the s/s *Matsonia*. Would like to thank Captain Norman Piianaia and Bosun Duane Nash for performing the remembrance ceremony. Thanks guys and smooth sailing Dutchy!!

Mike Duvall  
Branch Agent

## San Francisco Business Agent

August 8, 2005

Visited and paid off the following ships:

**Lihue**—Ron Reed, delegate: Dispute on delayed sailing not payable. Vessel expected to make three to four more trips.

**Lurline**—Phil Howell, delegate; Jim Savage, bosun: Car and van carrier. No disputes.

**Mahimahi**—Chris Bright, delegate; Volkert Lories, bosun: Voyage pay-off. No disputes. In good shape.

**Manoa**—Bob Greene, delegate, Bob Burns, bosun: No disputes, running smoothly.

**Maui**—Chuck Maringer, delegate, Tom James, bosun: In from Seattle with no disputes. Made twice. Question on tying up oil barge in Seattle.

**Mokihana**—Bill Wood, delegate; Randy Runyan, bosun: Voyage pay off. Clean, no disputes.

**Moku Pahu**—John Drolla, delegate: In at Crockett, going to Pier 27 for lay up until August 15.

**R.J. Pfeiffer**—Rich Reed, delegate, Art Thanash, bosun: No disputes.

**APL China**—Dmitri Seleznev, delegate: Voyage pay-off; no disputes.

**APL Philippines**—Ruben Loza, delegate: Voyage pay-off. Cleared away dispute on time lashing van for putting additional lashing.

**APL Singapore**—"Singapore" Sed, bosun: sailed out early, no disputes.

**APL Thailand**—Dave Hiebert, delegate; John Kerlin, bosun: Good gang. No disputes.

**ASM Shoregang**—Running smoothly.

**President Wilson**—Dave Frizzi, delegate: Cleared away dispute on security watch, only overtime pay, not the \$20 extra for security. Also dispute at anchor, which is not payable.

**Colorado Voyager**—Made at Long Wharf, Richmond. No disputes. A couple of "free riders" aboard, yet accept Union conditions, wages, and a 20-day vacation pay. These crew members can't come up with approximately \$1.45 per day, less than a beer or coffee at Starbucks, to pay their obligation for these benefits.

Also worked in the front office during the month.  
Bill Berger

## Jacksonville

June 2005

For the month of July, two AB's and one OS were dispatched to USNS ships. These jobs were filled by one C-card and two registrants. Shipping has been slow throughout July in Jacksonville because the remaining LSMR's, the *USNS Brittin*, *USNS Fisher* and *USNS Pililaau* are being turned-over to AMSEA.

### Ships Checked

*Chevron Arizona Voyager*: Boarded the ship on July 22 in Pascagoula, MS. Robert Edelhauser is the delegate and Scott Oliphant is the boatswain. The gang aboard this ship epitomizes the term "team work". No beefs.

Both the *USNS Brittin* and *Fisher* were turned-over to AMSEA on July 1. The *USNS Pililaau* was due to be turned-over on July 15, but this was delayed due to Hurricane Dennis. The Union received a call on July 6 from Patriot that the *Pililaau* was placed in FOS and needed to be crewed immediately to go to sea to avoid the path of this Category 4 hurricane. Within twelve hours from the call, the ship was crewed with SUP members and ready to put to sea. Many thanks are due to AB's Glenn Bosarge and Fred Jeffries and also OS Isaac James for responding immediately when called. The *Pililaau* sailed without a glitch from Violet, Louisiana, on July 9. MSC representatives in Violet praised the SUP members and expressed their reluctance at losing such quality people. The *USNS Pililaau* was turned-over on July 18.

The announcement of the ten-year contract with APL Marine Services, LTD on July 13 and the announcement of the contract awards for eleven of the Ready Reserve Force ships on July 28, was most welcome news. And hopefully, we will get contract awards on the Fast Sealift Ships in August. Even though the majority of these ships are on the West Coast, these contracts certainly will offer many opportunities for SUP members residing on the East and Gulf coasts as well.

Bud Yost  
SUP East/Gulf Coast Rep

## Dispatcher's Report

Headquarters—July 2005

<b>Deck</b>	
Bosun .....	3
Carpenter .....	0
MM .....	5
AB .....	16
OS .....	0
Standby .....	21
Total Deck Jobs Shipped .....	45
Total Deck B, C, D Shipped .....	15
<b>Engine/Steward</b>	
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. ...	45
Total B, C, D Shipped-All Depts. .	15
Total Registered "A" .....	76
Total Registered "B" .....	66
Total Registered "C" .....	11
Total Registered "D" .....	11