



West Coast Sailors

Official Organ of the Sailors' Union of the Pacific

Volume LXXI No. 7



SAN FRANCISCO, CALIFORNIA

Friday, July 25, 2008

AFL-CIO endorses Obama for President

The American Federation of Labor-Congress of Industrial Organizations (AFL-CIO) on June 26, endorsed Senator Barack Obama (D-Illinois) for President of the United States.



Senator Barack Obama

In its endorsement statement, the General Board noted that Senator Barack Obama “has secured the nomination of his party in a campaign that has energized millions of Americans and spoken to the hopes and dreams of people from every corner of our nation. His leadership can re-engage disenfranchised Americans and bring our country together. Senator Obama has advocated a change of direction for our nation that mirrors the priorities of the labor movement.”

In announcing the endorsement, AFL-CIO President John Sweeney said, “Barack Obama has proven from his days as an organizer, to his time in the Senate and his historic run for the presidency, that he’s leading the fight to turn around America.” Saying, as a champion for working families, Obama knows what it’s going to take to create an economy that works for everyone, not just Big Oil, Big Pharma, the insurance companies, the giant mortgage lenders, speculators and the very wealthy. We’re proud to stand with Senator Obama to help our nation chart a course that will improve life for generations of working people and our children.”

Obama has vowed to fight for working families and for an economy that works for all—and he has the record to prove it. As

a church-based community organizer, Obama assisted those affected by closing steel mills. As a state senator in Illinois, he sponsored legislation to expand health care and protect overtime pay. As a U.S. senator, Obama has earned a 98 percent lifetime rating from the AFL-CIO. And all along, he’s marched on picket lines and rallied with striking workers.

American Federation of State, County and Municipal Employees (AFSCME) President Gerald McEntee, chairman of the AFL-CIO Political Committee, pledged to “work our hearts out for Barack Obama. Our program is going to be worker to worker and neighbor to neighbor. We’re ready to mobilize.

continued on page 2

Agreement reached with Matson Navigation Company

SUP President’s Report — July 14, 2008

After 18 protracted and often contentious bargaining sessions plus many Union caucuses, the Sailors’ Union, MFOW and SIU-Marine Cooks, successfully concluded negotiations with Matson Navigation Company at 9:00 P.M. on June 30 — three hours prior to expiration of the previous agreement.

While no agreement is perfect or meets everyone’s expectations, the contract hammered out with Matson achieved goals set by the Negotiating Committee based on rank-and-file input improves all aspects of the agreement.

The pension benefit for future retirees was increased by the largest amount since the inception of the plan in 1954. Those

on pension were not forgotten, receiving a cost-of-living increase.

Given the hard economic times this country is in, bargaining could not have come at a more inopportune time. However, given the continued profitability of Matson, the Unions were able, through hard bargaining, to gain increases in wages and wage-related items over a five-year term.

The General Rules which covers all three Unions that comprise the SIU-Pacific District were improved as were the SUP Work Rules and Maintenance Agreements.

For the Sailors’ Union and the Marine Firemen’s Union the singular achievement was ending the “two pot” system between the vessels built at Kvaerner Philadelphia Shipyard (*Manukai*,

Maunawili, *Manulani* and *Maunalei*) and the rest of Matson’s fleet. Since 2003, when the SUP and MFOW were forced into concessionary bargaining after Matson threatened to have another company buy the Kvaerner vessels (with non-SUP and MFOW crews) and then charter them to Matson to operate in the Hawai’i and East Asia trades, the sailors and the firemen in the four vessels have

Armed with strike resolutions and the support of the ILWU, IBU, MM&P and MEBA, the SUP and MFOW Negotiating Committees were tenacious in the demand for true parity in the fleet.

Matson fought this proposal tooth and nail but in the end buckled to the Unions’ demand. Parity was the goal and parity was achieved!

Effective and retroactive to

July 1, pending membership ratification of the agreement, sailors and firemen employed in the Kvaerner ships shall be paid at the same rates paid on the *R.J. Pfeiffer* and other vessels in Matson’s fleet plus the supplemental benefit

rate shall increase from 16 to 17 days per month in the Kvaerner vessels as it is with the rest of the fleet.

SUP President Gunnar Lundeborg’s report on the negotiations continues on page 11.

SUP ratifies new pact with Matson

The membership of the Sailors’ Union of the Pacific at the July coastwise meetings ratified the new five-year collective bargaining agreement with Matson Navigation Company.

New wage scales will be published in the August issue of the *West Coast Sailors*.

Matson notified the Unions on July 23, that the new wage and wage-related item rates would go into effect on August 1, and that retroactive checks back to July 1, would be mailed by August 29. The SUP notified Matson that two months to make retroactive payments is unacceptable and requested that the process be accelerated.

been working for wages, etc. that were sub-standard to the rest of the fleet. This situation was intolerable and both the SUP and MFOW were steadfast throughout bargaining in their determination to right this wrong.

ILWU and PMA continue negotiating new contract

As the *West Coast Sailors* went to press, the International Longshore and Warehouse Union and the Pacific Maritime Association continue to bargain a new collective bargaining agreement. The previous agreement expired on July 1, and was not extended.

Since the contract expired, the ILWU Negotiating Committee has continued pushing hard to get a good agreement for ILWU Longshore Division members.

On July 14, International President Bob McEllrath provided a bargaining update to more than 100 delegates at the Longshore Caucus who gathered in San Francisco. “We’re making progress and moving in the right direction, but it’s going to take awhile longer before we have something ready for you,” said McEllrath in a report on behalf of the Negotiating Committee.



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

SUP Honor Roll

Voluntary contributions from the membership to the following funds:

Organization/ General Fund

Jay Dillion	30.00
Knud Jensen in memory of Linda Reed	100.00
Thomas Larkin	25.00
Mike Potenti in memory of Mom and Dad	77.00
Dale Rodriguez	20.00
Knud Sorensen	50.00

Political Fund

Christopher Bujnowski	120.00
Dave Connolly	50.00
Joe Eckert	30.00
Mike ElMobdy	20.00
Walter Harris	20.00
Gunnar Lundeberg	100.00
Virgilia Managbanag	25.00
Dave Mercer	60.00
Douglas Olney	100.00
Mike Orosz	20.00
Dave Pangan	20.00
Edwin Pastolero	30.00
John Peterson	50.00
Emmanuel Rezada	30.00
Joe Smoler	20.00
Knud Sorensen	50.00
Patrick Weisbarth	20.00
Brian Yost	20.00

West Coast Sailors

ILWU	25.00
John Ban	25.00
Herbert Blake	25.00
Richard Blossom	20.00
Clarence Curl	25.00
Thor Erikson	10.00
Marvin Glasgow	50.00
R. Gumanas	10.00
Romero Jalomo	10.00
Herbert James	25.00
Mark Lara	25.00
Brian McCarthy	50.00
Gary McDevitt	10.00
Joseph Moniz, Jr.	10.00
Greg Presz	25.00
Ray Simpson	25.00
Thomas Tamblyn	25.00
William Wood	10.00
Carl Ziegler	20.00

SUPPORT THE SAILORS' POLITICAL FUND

Dues-Paying Pensioners

Robert Copeland	Book #4763	John McKeon	Book #6456
Romaine Dudley	Book #2593	Keith Miller	Book #6497
Duane Hewitt	Book #5748	Joseph Napier	Book #2299
Knud Jensen	Book #3940	John Pedersen	Book #3834
John Jewett	Book #4291	John Perez	Book #3810
Tony Jones	Book #4305	Alex Romo	Book #3193
Kaj E. Kristensen	Book #3120	Cliff Rouleau	Book #3144
Eli Lalich	Book #4062	Ralph Senter	Book #7323
Stanley Lane	Book #4106	Richard Sexton	Book #6986
James K. Larsen	Book #4055		

Bloody Thursday in San Francisco



SUP members: Gene VanKlinken, Liam Casement, Tom Dougherty, Arthur Thanash and Knud Andersen attended the annual observance at ILWU Local 10 on July 5.

AFL-CIO endorses Obama continued from page 1

We’re ready to rock and roll. This country and our people are ready for change.” Electrical Workers (IBEW) President Edwin Hill said: “We want to engage our members and all working people on the need for action on the issues that make a difference in our daily lives. It is time to move beyond name calling and division so that our country can take positive action on the challenges we face.” United Steelworkers (USW) President Leo W. Gerard said: “Senator Obama’s plan to revitalize American manufacturing and his commitment to make workers the top priority in any trade agreement give our members hope that his election will lead the country in a new direction that’s long overdue, and inspire us to work as never before to secure his victory.” To help educate Union members about Senator Obama’s background and his record of fighting for working families, the AFL-CIO has launched a new website, [Meet Barack Obama](#). It features videos, downloadable fliers and a briefing book laying out his positions on issues key to working families. At the [Meet Barack Obama](#) site, you’ll learn:

out its largest grassroots political mobilization in history. Thousands of volunteers are helping educate millions of workers and mobilizing them to get to the polls to elect Barack Obama and a working family-friendly Congress. The AFL-CIO Union movement is focusing on mobilizing more than 13 million Union voters including Union members, families of members, retirees and members of the AFL-CIO community affiliate Working America in 24 priority states, working to elect U.S. senators and representatives, as well as state and local candidates.

Meet Barack Obama is an essential part of this unprecedented program. Since political mobilization efforts began, AFL-CIO volunteers have knocked on more than 60,000 doors and delivered 1.5 million worksite fliers on McCain’s economic record. Nearly a half-million mailers on McCain’s economic positions have been sent to Union swing voters in key battlegrounds.

Source: AFL-CIO

Final Departures

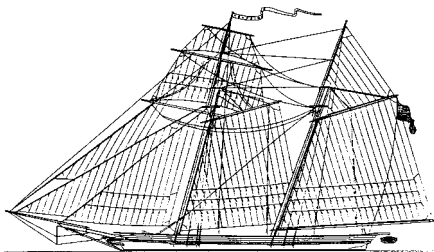
William Brindley, Book No. 5644. Born in Nebraska in 1919. Joined SUP in 1953. Died in Los Molinos, California, June 21, 2008. (Pensioner)

Leroy Bateman, Book No. 4734. Born in Utah in 1918. Joined SUP in 1943. Died in Oregon, June 21, 2008. (Pensioner)

Harold Hardesty, Book No. 5778. Born in Oregon in 1918. Joined SUP in 1957. Died in Oregon, June 19, 2008. (Pensioner)

William Sutherland, Book No. 6801. Born in Oklahoma in 1924. Joined SUP in 1946. Died in Walnut Creek, California, May 15, 2008. (Pensioner)

Haakon Haugen, Book No. 5854. Born in Norway in 1928. Joined SUP in 1964. Died in Long Beach, California, July 4, 2008. (Pensioner)



ATTEND YOUR SUP MEMBERSHIP MEETING!

SUP Meetings

These are the dates for the regularly scheduled SUP meetings in 2008:

	Hdq.	Branch
August	11	18
September	8	15
October	14*	20
November	10	17
December	8	15
*Tuesday		

West Coast Sailors

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](#). Periodicals’ postage paid at San Francisco. (USPS 675-180). Printed by Howard Quinn Co., a Union shop.

Gunnar Lundeberg,
President/Secretary-Treasurer
Teresa Anibale, Editor

BRANCH OFFICES
Seattle, WA 98106
2414 SW Andover St. (206) 467-7944
Bldg. F, Ste. 105 FAX: (206) 467-8119
Wilmington, CA 90744
533 N. Marine Ave. (310) 835-6617
FAX: (310) 835-9367
Honolulu, HI 96813
707 Alakea St. (808) 533-2777
FAX: (808) 531-3058

WELFARE OFFICE
(415) 778-5490
PENSION PLAN OFFICE
(415) 764-4987

John McCain on Unions

Senator John McCain is clearly not a fan of workers’ freedom to form Unions and bargain for better wages and benefits. He has spoken out against Unions and consistently voted against collective bargaining rights for workers. Union members know the right to bargain is essential to preserving good jobs with good wages and benefits.

When asked if Unions are good for America, McCain responded, “I think the Unions have played a very important role in the history of this country to improve the plight and conditions of laboring Americans. I think that like many other monopolies, in some cases they have then serious excesses.” [GOP Dearborn Debate, MSNBC, 10/9/07]

McCain has repeatedly attacked teachers’ Unions. “It’s time to break the grip of the education monopoly that serves the Union bosses at the expense of our children,” he said. [The New York Times, 2/11/00]

In his speech to the Oklahoma State Legislature, McCain said, “We must streamline our workforce, demand high standards of behavior, promote excellence at every level based on merit and accountability, and not let good workers be crippled by the fine print of the latest Union contract... The civil service has strayed from its reformist roots and has mutated into a no-accountability zone, where employment is treated as an entitlement, good performance as an option, and accountability as someone else’s problem.” [Address to the Oklahoma State Legislature, 5/21/07]

McCain voted against the Employee Free Choice Act, which would level the playing field for workers trying to form Unions. He voted for a National Right-to-Work for Less law that would attempt to eliminate Unions altogether. [H.R. 800, Vote #227, 6/26/07; S. 1788 Vote #188, 7/10/96]

McCain crossed the picket line of the Writers Guild of America to appear on “The Tonight Show with Jay Leno.” [Think Progress, accessed 2/27/08]

McCain voted against ending debate on a bill that would bar employers from hiring permanent replacements for striking workers. [S. 55, Vote #189, 7/13/94]

McCain voted against collective bargaining rights for state and local police and firefighters. (H.R. 3061, Vote #323, 11/6/01). He did NOT cosponsor the Public Safety Employer-Employee Cooperation Act. McCain did not cosponsor S. 2123, the Public Safety Employer-Employee Cooperation Act, legislation to grant fire fighters and police officers minimum collective bargaining rights. [S. 2123, 10/1/07; IAFF]

McCain voted against a measure to grant Transportation Security Administration (TSA) airport screeners limited collective bargaining rights. The measure would not have allowed them to strike or negotiate for higher pay. [S. 4, Vote #64, 3/7/07]

Source: AFL-CIO

U.S. jobs: down again

Jobs tanked again in June, with U.S. employers cutting 62,000 jobs, for a sixth consecutive monthly decline, according to the Labor Department on July 3. The jobless rate remained at 5.5 percent after jumping in May by the most in two decades.

The Labor Department also issued a report showing initial claims for jobless benefits rose by 16,000 to 404,000.

According to Bloomberg news: “The total, higher than economists forecast, brought the four-week average to the highest since October 2005, just after Hurricane Katrina. The total number of people collecting benefits dropped to 3.116 million from 3.135 million.”

AFL-CIO President John Sweeney put the jobless into the bigger perspective: “We’ve lost 438,000 jobs so far this year including 62,000 in June alone. Falling house prices, rising mortgage rates, gas and food prices are squeezing workers as never before.” And he urges Congress and President Bush to act immediately to help assuage the crushing weight of an economy that was built like a house of cards. We need a second economic stimulus bill that includes extended unemployment benefits, expanded food stamps program, aid to states and cities, and infrastructure spending.

Looks like we won’t be seeing that short economic slump many corporate economists predicted at the beginning of the year. In fact, there are signs the job situation is worsening. In recent days, the Labor Department reported the number of workers idled by mass layoffs rose to 171,387 in May, marking the third month since the year began that the level has climbed above 150,000, according to figures released June 20 by the Labor

Department’s Bureau of Labor Statistics (BLS). Per the *Daily Labor Report*: “Employers conducted 1,626 mass layoff events in May, seasonally adjusted, which BLS said was a “sharp” increase of 318 from April’s 1,308 mass layoffs. The May mass layoffs involved 37,473 more workers than the 133,914 workers who filed initial unemployment insurance claims the previous month,” BLS said.

The state of denial and outright obfuscation about our nation’s jobs picture—exemplified in a report released by the out-of-touch Heritage Foundation laughingly titled: “A Good Job Is Not So Hard to Find”—isn’t shared by our neighbors across the pond. The International Monetary Fund (IMF) warned last month that the U.S. economy was likely to stagnate in the second half of this year. The IMF is forecasting no growth at all in the United States this year, measured from the final quarter of 2007 to the final quarter of 2008.

To be fair, some U.S. corporate economists are finally calling the nation’s financial mess like it is. Goldman Sachs now forecasts the unemployment rate will peak at 6.4 percent late in 2009 before the picture improves, meaning that the painful process of shedding jobs may be only halfway complete. According to the International Herald Tribune: “The labor market is clearly deteriorating, and it’s highly likely to keep deteriorating,” said Andrew Tilton, an economist at Goldman Sachs. “It’s clear that the housing downturn and credit crunch are still very much under way. Clearly, there are more jobs to be lost in housing, finance and construction—hundreds of thousands of more jobs to be lost collectively.”

Source: AFL-CIO

House passes bill to reduce air pollution from ocean-going ships

The House of Representatives passed legislation on July 8, that will enable the U.S. to join the international community in enforcing international regulations that reduce air pollutants from ocean-going diesel ships and port operations. The Maritime Pollution Prevention Act of 2008 (H.R. 802) requires the U.S. Coast Guard and the Environmental Protection Agency (EPA) to administer and enforce vessel emission standards and requirements established by the international community in 1997 and which became effective in 2005.

“As harmful emissions from cars and other vehicles have been reduced over the years, the problem of air pollutants emitted from vessels that sail the world’s oceans has become an increasing concern. Controlling air pollution from diesel ships—which depletes the ozone and contributes to global warming—is challenging, because most ocean-going ships are not registered in the U.S. In 1997, the international maritime community stepped up to the plate and adopted Annex VI to the International Convention for the Prevention of Pollution from Ships, known as the MARPOL Convention, which set international emissions standards to regulate air pollution from ships,” said Representative James L. Oberstar (Minnesota), Chairman of the Committee on Transportation and Infrastructure. “H.R. 802 enables the U.S. to implement the international standards set in Annex VI by providing the Coast Guard and the EPA the authority necessary to develop U.S. standards and to enforce these requirements on the thousands of U.S. and foreign-flag vessels that enter the United States each year from overseas.”

The adoption by the International Maritime Organization (IMO) of Annex VI at the MARPOL Convention in 1997 established international regulations that set limits on sulfur oxide and nitrogen oxide emissions from ship exhausts and prohibited deliberate emissions of ozone depleting substances. Annex VI entered into force internationally on May 19, 2005, and the Senate approved the treaty by unanimous consent in April 2006.

H.R. 802 amends current law, the Act to Prevent Pollution from Ships, to require the Coast Guard and the EPA to administer and enforce vessel emission standards and requirements that are outlined under Annex VI to the MARPOL Convention.

“Ships are essentially the last major non-regulated source in the U.S. of ozone-depleting emissions, and they are a growing threat to the world’s air quality. In fact, some estimates suggest that emissions of sulfur oxide from ships may now exceed the combined output from all the cars, trucks, and buses in the world,” said Representative Elijah Cummings (Maryland), Chairman of the Subcommittee on Coast Guard and Maritime Transportation. “Six annexes were negotiated by the MARPOL Convention to limit various forms of pollution from ships, and Annex VI addresses air pollution specifically by limiting the sulfur content of the fuel utilized in ships, reducing the emission of nitrogen oxides from ships’ engines, and prohibiting the deliberate release of substances that deplete atmospheric ozone. The enactment of H.R. 802 will finally bring the United States into compliance with the international emissions standards set in Annex VI. The Senate passed the bill on June 26, 2008, and it now goes to the President for his signature. H.R. 802 originally passed the House by a vote of 359-48 on March 27, 2007, and the bill considered today includes minor changes made by the Senate last month.

“Unfortunately, the Senate’s year-long delay in passing this legislation has likely reduced future involvement by the U.S. in negotiations that will take place later this year to further reduce emissions from ships. Under the terms of the Convention, only parties to the Convention may vote on those reduction measures. A country is not a party to the Convention until 90 days after the instruments of ratification have been deposited with the IMO,” said Oberstar. “The Senate’s failure to act on this legislation means that we may not make that deadline, therefore, the U.S. may not be able to vote to approve increased standards even though the American delegates chaired the working group that met over many sessions to negotiate new, more rigorous, standards.”

NOL submits indicative non-binding bid for Hapag-Lloyd

Neptune Orient Lines Limited (NOL) the parent company of American President Lines, on July 22, confirmed that it has submitted an indicative non-binding bid to acquire the Hapag-Lloyd container shipping business.

A completed transaction would result in the integration of NOL’s container shipping business APL with Hapag-

Lloyd. The combination would create the world’s third-largest container carrier.

It is at this stage premature to state whether the indicative non-binding bid will lead to a definitive transaction. Any agreement would be subject to, among other steps, due diligence, acceptance of final bid, regulatory approvals and NOL shareholders’ approvals.

Ron Widdows is new NOL/APL honcho

Singapore’s Neptune Orient Line announced this month that its president and CEO Thomas Held is out and will be replaced by Ron Widdows, who heads the company’s APL liner division.

Held’s shock resignation was called “amicable” by the company. Held, who is from Germany, was appointed in November 2006, also following an abrupt departure by then-CEO David Lim, a former Singapore government minister.

Maritime sources indicate that elevating Widdows to the top job signals NOL’s intention to bid for TUI’s Hapag-Lloyd. Speculation in the industry is that NOL will make an offer for the German line later this month. NOL, which is con-

trolled by Singapore government’s investment company Temasek Holdings, is financially very sound, recording continual profits since 2003.

The board has decided that “this is the right time for a change in the stewardship of the NOL group, as it positions to grow in container shipping amidst the challenges of a cyclical industry sector, a slowing world economy and a tougher cost environment”, said Cheng Wai Keung, chairman of NOL. “Ron Widdows is the right person to lead the company forward at this time,” he added. Widdows, who has been CEO of APL since 2003, will also take over Held’s position on the NOL board of directors.

Turkish sailor busted for jumping ship

U.S. Customs and Border Protection (CBP) announced on June 26, the apprehension of a Turkish citizen who jumped ship in 2004.

On June 25, CBP officers encountered Erdinc Gursoy, a 47-year-old citizen of Turkey, as he applied for admission into the United States at the Rainbow Bridge border crossing in Niagara Falls, New York, after being refused admission into Canada. During the primary inspection, Gursoy presented a valid Turkish passport bearing the same name. Gursoy advised the primary CBP officer that he was refused entry due to the lack of a Canadian entry visa. Gursoy’s passport also lacked a U.S. entry visa. He was then referred to CBP secondary inspection for verification of his immigration status.

Record checks performed by CBP revealed that Gursoy last entered the United States at Houston as a crewman aboard the Malta-flagged cargo ship *T.K. London*. The ship traveled from Turkey to Tampa, and then to Houston, arriving in April of 2004. While in Houston, Gursoy claims he illegally left the ship and all of his belongings behind and traveled by bus to New York City, where he has been living every since. Gursoy claims he has been living with a friend in Long Island, New York, and has supported himself by working at a local gas station.

Further inspection of Gursoy revealed that he has no legal documentation to enter or remain in the United States. Gursoy was charged as being unlawfully present in the United States and is being held at the Buffalo Federal Detention Facility in Batavia, New York, pending his removal.

Romanian dockers go on strike

Workers from Constantza South Container Terminal in Romania began an indefinite on-strike July 17, after talk on pay and conditions broke down. The terminal is run by DP World.

More than 500 dockers expressed their determination to continue the strike until their demands are met. They are pushing toward a \$300 wage increase, more pay for difficult working conditions, a 13th month to be included in their annual salary, a set number of normal working hours and overtime pay. Workers also insist that the company pay them 75% of their wage when there are no ships to work.

Constantza South is described as the biggest container terminal on the Black Sea, and as handling about 85% of Constantza port’s box traffic. It made profits of \$15.5 million in 2006, according to the Romanian finance ministry.

Crew freed from pirates after ransom is paid

The crew of a Gibraltar-flag ship hijacked by pirates off Somalia were praised for their “courage and fortitude” on July 9, as news emerged that their 41-day ordeal had come to an end.

Fears had mounted for the safety of the crew of the *Lehmann Timber* after they ran out of food and water two weeks prior to their release.

Press reports in Germany cited Andrew Mwangura, of the Kenya-based East African Seafarers’ Assistance Program, as saying that a \$750,000 ransom had been paid. The money was delivered by another ship and was paid to 18 pirates, most armed with AK-47s and heavy machine guns, in Eyl, north of Mogadishu, close to where the ship had been held at anchor. ECS EuroCargoServices, the vessel’s operator, would not comment on the operation to release the vessel.

“In order not to prejudice the safety of any seafarers that might fall victim to such attacks in future, the owners will not comment on any aspect of the operation undertaken to release the crew of the *Lehmann Timber*,” the company said in a statement.

There were 15 seafarers onboard the ship when it was boarded by pirates on May 28 as it sailed through the Gulf of Aden en route to Suez. The crew includes men from Russia, Estonia, Ukraine and Myanmar.

Editor’s Note: To receive the *West Coast Sailors* via first-class mail it’s \$25 per year U.S. mail; \$30 per year international.

Subscribe to the West Coast Sailors via First Class Mail

Name (print) _____ Book No. _____

Address _____

City _____

State _____ Zip _____ Country _____



U.S. \$25; International \$30 per year
Send check or money order to:
West Coast Sailors
450 Harrison Street
San Francisco CA 94105

No friend of the workers

It should surprise no one, at this point, that an arm of the Bush administration charged with protecting Americans’ rights or safety is not doing its job. Even so, a government report and a Congressional hearing this week painted a disturbing picture of a Labor Department that simply is not standing up for workers.

President Bush has filled top posts across his administration with people who do not agree with the missions of their organizations. His Environmental Protection Agency has failed to protect the environment; his Justice Department has promoted injustice.

To lead the Department of Labor, Mr. Bush appointed Elaine Chao, who took office in 2001 arguing that states should be able to opt out of the federal minimum wage—a terrible idea that would drive down wages for the lowest-paid employees. For more than seven years, Ms. Chao has run a department that has tilted toward employers and failed to properly enforce labor laws.

In a report released this month, the nonpartisan Government Accountability Office took a close look at a sampling of cases handled—or, rather, mishandled—by the Wage and Hour Division of the Labor Department. It found that the division failed to adequately investigate complaints that workers were not paid the minimum wage, were denied mandatory overtime or were not paid their last paychecks.

In one case, a delivery truck driver complained that he was not being paid for overtime that he had earned. The complaint languished for more than 17 months before an investigator was assigned. Then, the case was soon closed because the statute of limitations was about to run out.

The division dropped another case, in which disabled children were allegedly being paid cash by a trucking company to operate large machinery in violation of child-labor laws, because its investigators could not locate the employer. The G.A.O. had little trouble finding a company that appears to be the one cited in the complaint.

The G.A.O.’s findings suggest that the government is not doing its job of going after employers who “cheat their employees out of their hard-earned wages,” said Representative George Miller, the California Democrat who chairs the committee that held this week’s hearing.

The Labor Department responded, as *The New York Times’s* Steven Greenhouse reported, that the “Wage and Hour Division is delivering pay for workers, not a payday for trial lawyers.” The department has it exactly backward. By failing to enforce the law, it is creating more work for trial lawyers, who can turn what should be simple administrative procedures into full-blown lawsuits.

Attacking trial lawyers is a classic Republican talking point. Its use in response to complaints from hard-working Americans that they are being cheated is a giveaway that the real problem at the department is not one of competence, but of ideology.

The first step in getting the nation’s laws enforced again will be entrusting enforcement to people who believe in them. We hope the next president will do that.

Source: The New York Times editorial
July 18, 2008

Chantix medical advisory for merchant marines from USCG

On May 21, 2008, the Institute for Safe Medication Practices released a report on side effects and concerns associated with the use of Chantix (varenicline). Chantix is a medication used to help patients quit smoking. To date, over four million prescriptions have been written in the United States.

The Institute for Safe Medication Practices report states the following: There are immediate safety concerns about the use of Chantix among persons operating aircraft, trains, buses, and other vehicles, or in other settings where a lapse in alertness or motor control could lead to massive, serious injury. Other examples include persons operating nuclear power reactors, high-rise construction cranes or life-sustaining medical devices. Based on reports of sudden loss of consciousness, seizures, muscle spasms, vision disturbances, hallucinations, paranoia and psychosis, Chantix may not be safe to use in these settings. The extent to which Chantix has already contributed to accidental death and injury has not been fully investigated and reported. For additional information access <http://www.ismp.org/docs/vareniclineStudy.asp>.

Although not specifically mentioned in the report, the maritime domain is one setting where lapses in alertness or motor control can have catastrophic results. The safety of the maritime community and the public, and the protection of the environment are paramount. Ensuring that medications prescribed do not put mariners and others at increased risk of injury or death is essential.

The Coast Guard reminds all maritime industry personnel that mariners should not perform a safety-sensitive function on any vessel while under the influence of any substance that may negatively impact their performance. To that end, mariners are strongly warned that some prescription medications, over-the-counter medications, vitamins and dietary supplements, alone or in combination with other substances, may adversely affect an individual’s ability to perform critical functions and place the individual at risk of sudden incapacitation. Mariners should seek the advice of their healthcare provider before taking any medications, vitamins or dietary supplements.

If you are currently taking or have recently discontinued the use of Chantix, we strongly recommend that you consult with your healthcare provider to discuss potential side effects and your job performance requirements. You and your healthcare provider should be alert to and monitor for all physical and psychological changes that may affect your performance, both while taking this medication as well as during the withdrawal period. If you are experiencing any of the psychiatric, cardiologic, musculoskeletal or visual side effects associated with Chantix, you should immediately cease performance of all duties related to your mariner credentials and contact your healthcare provider.

Questions regarding this notice may be addressed to Lieutenant Junior Grade Elizabeth Braker, Medical Evaluation Branch, Coast Guard National Maritime Center at (304) 433-3656 or Elizabeth.L.Braker@uscg.mil.

Transportation Worker Identification Credential (TWIC)

Enrollment Centers as of July 2008

You can pre-enroll online at www.tsa.gov/twic or call 1-866-347-8942. The enrollment process requires applicants to visit an enrollment center to provide biographic information, sign a disclosure form, provide the necessary identity verification documents, provide a complete set of fingerprints, sit for a digital photograph and pay the enrollment fee. For a complete list of disqualifying crimes and offenses, visit www.tsa.gov/twic.

Alabama Tenn. Valley Trng. Ctr. 115 Woodall Rd. Decatur 250 North Water St. Mobile Alaska 619 E Ship Creek Ave. Anchorage Native Village of Eyak 110 Nicholoff Way Cordova 3200 Hospital Dr. #202 Juneau KPD Shelikof, 405 Marine Way Kodiak 50097 Kenai Spur Nikiski 223 Harbor Way Petersburg Harrigan Hall, 330 Harbor Dr. Sitka 501 E. Bremner St. Valdez Wrangell Harbor Office Shakes Street Wrangell Arkansas 2005 E 17th Street Little Rock California 2050 Park Road Benicia 301 E. Ocean Blvd. Ste. 500 Long Beach 2000 Marina Vista Dr. Martinez 1830 Embarcadero Ave. #104 Oakland Oakland Maritime Support Svcs. 11 Burma Road Oakland 2102 W. Vineyard Ave. Oxnard 13201 San Pablo Ave. #300 Richmond 1025 W. Laurel St., Ste. 103 San Diego 500 Sansome St., Ste. 202 San Francisco 1931 North Gaffey St.Ste. B San Pedro 1401 Halyard Drive West Sacramento Connecticut 850 Grand Ave. New Haven 75 Crystal Ave. New London 300 Long Beach Blvd #2A Stratford Delaware 102 Quigley Blvd. New Castle 1 Hausel Road Wilmington Florida Port Everglades Badging Ofc. 1030 Taylor Rd. Dania Beach 955 Tallyrand Ave. Jacksonville Habana Plaza (rear) 3125 Riviera Drive Key West	975 North America Way Miami Manatee County, Port Auth. 3604 Reeder Road Palmetto 707 Mullet Road, Stes. 117/118 Port Canaveral 2051 Dr. Martin King, Jr. Blvd., Ste. 303 Riviera Beach 2604 E. 7th Ave. Tampa Georgia Georgia Power Plant McManus 1 Crispen Island Dr. Brunswick 5214 Augusta Rd. Garden City Hawai'i Kahului Shopping Center 65 West Kaahumanu Ave. Unit 14 Kahului, Maui 970 Kele Street, Ste. 102 Lihue, Kauai Hilo Hawaiian Hotel 71 Banyan Dr. Hilo 1347 Kapiolani Blvd., Ste. 204 Honolulu Illinois 8741 South Greenwood Dixon Building Chicago 111 W.Washington St. Ste. 346 East Peoria 1635 W. First St. Granite City Three Rivers Safety Council 1615 W.Jefferson St. Ste. TWIC Joliet Indiana 4849 W Lloyd Expy Evansville 200 Russell Street, Ste. 110 Hammond 3602 Northgate Ct. Ste. 37C New Albany Kansas Commerce Plaza 1, 7th Floor 7300 West 110th Street Overland Park Kentucky 322 Harrison Ave. Paducah Louisiana Safety Council for Louisiana Capital Area, 8180 Siegen Ln. Baton Rouge 1300 N. Bertrand Dr. #306 Lafayette 1340 W. Tunnel Blvd., Ste. 550 Houma 700 W. McNeese Street Lake Charles LaPlace Shopping Center 1933 West Airline Hwy. LaPlace 512 Roderick Street Morgan City Port Fourchon Harbor Police 108 A.O. Rappelet Road Port Fourchon 170 James Drive E. Ste. 104 St. Rose	Maine 163 Hildreth St. North Bangor 236 Oxford Street, Suite 12 Portland Maryland 2200 Broening Hwy., Ste. 220 Baltimore 213 W. Main St., Ste. 204C Salisbury 3225 Old Washington Rd. Ste. 2106 Waldorf Massachusetts 28 Damrell Street, Suite 104 Boston 300 Tremont Street, Unit #5 Carver Michigan 200 W. Erie St., Ste. 1 Calcite Delray Mechanical 667 S. Post St. Detroit 906 Ludington St., Ste. 1 Escanaba 863 North Pine Rd. Essexville 430 S. Water St. Marine City Old City Hall Bldg. 220 W Washington St., Ste. 120 Marquette 800 East Ellis Road, Ste. 122 Norton Shores Amer. Inn of Silver City 120 Lincoln Ave. Ontonagon 115 N. First Ave. Presque Isle 511 Ashmun St. Sault Ste. Marie 396 N. State St. St. Ignace 1020 Hastings St., Ste. 105 Traverse City Minnesota 1310 Port Terminal Road Duluth-Superior Holiday Inn, 1500 Hwy. 71 International Falls 34 13th Ave., NE Minneapolis 2161 University Ave. St. Paul Mississippi 800 Dr. Martin Luther King, Jr. Blvd. Greenville 1223 30th Ave. Gulfport Ergon Refining 227 Industrial Drive Vicksburg New Hampshsire 30 Mirona Road Portsmouth New Jersey 33 Wood Ave. So. Ste. 665 Iselin Quality Inn Conf. Center 531 Route 38 W Maple Shade 89 Beuning Street, Suite G South Hackensack	400 Grove Road Thorofare New York 102 Smith Boulevard Albany 2680 Grand Island Blvd. Ste 9 Grand Island Sheraton Long Island 110 Motor Parkway Hauppauge Whitehall Ferry Terminal 4 South Street, Room 210 New York One East 2nd St. Oswego 800 West Ave. Suite 323 Rochester Howland Hook Marine Term. 241 Western Ave. Staten Island North Carolina 311 Atlantic Beach Causeway Atlantic Beach 5704 Oleander Dr., Ste. 107 Wilmington Ohio 4830 State Road Ashtabula 8044 Montgomery Road, Suites 754,755 Cincinnati 3100 E 45th Street, Ste. 226 Cleveland 401 Broadway Ave., #D, Ofc. B Lorain 444 W. Perkins Ave., Ste. 102 Sandusky Star Center, One Maritime Pl. 720 Water St. Toledo Oklahoma 5350 Cimarron Road Catoosa Oregon 400 Virginia Ave., Ste. 112 Coos Bay 7025 North Lombard, Ste. 100 Portland Pennsylvania 50 West Powhattan Ave. Chester 1723 Woodbourne Road Levittown 601 Upland Ave., Ste. 120D Marcus Hook Philadelphia Regional Port 3460 North Delaware Ave. Philadelphia 701 North Point Dr., Ste. 104 Pittsburgh Rhode Island 17 Virginia Ave., Ste. 105 Providence South Carolina 4600 Goer Drive, Suite 112 North Charleston Tennessee 5959 Shallowford Rd., Ste 427 Chattanooga 3865 Viscount Ave. Ste. 2 Memphis 3200 West End Ave., Ste. 510 Nashville Texas Ford Conv. Ctr, Tyler Room 5155 IH-10 So. Beaumont	1000 Foust Road Brownsville 7433 Leopard St. Corpus Christi 6000 Broadway Ste. 103 Galveston West Gulf Maritime Assoc. 1717 Turning Basin Houston 621 W. Main St. LaPorte Brazos Mall, Ste. 1039 100 Hwy 322 West Lake Jackson 3800 Highway 365, Ste. 123 Port Arthur 411 West Main St. Port LaVaca 301 Highway 146 N. Texas City 1750 FM 1432 Victoria Vermont 145 Pine Haven Shores Rd. Shelburne Virginia 814 Greenbrier Cir., Ste. F Chesapeake 11815 Fountain Way Ste. 300 Rm 359 Newport News Washington 8327 Summit Park Rd., Ste.D Anacortes Port of Everett Marina Marina Conf. Ctr., 404 14th St. Everett Red Lion Hotel, 510 Kelso Dr. Kelso Read Lion Hotel, Rm 2110 2515 N. 20th Ave. Pasco Fraternal Order of Eagles AERIE #1 205 Carson Ave. S. Seattle 5009 Pacific Hwy. E Ste. 17 Fife Business Park Tacoma 1421 SW Tech Ctr. Dr. Rm. 114/116 Vancouver West Virginia Tri-State Fire Academy 4200 Ohio River Road Huntington Wisconsin 425 South Military Ave. Green Bay 3073 South Chase Ave. Suite 620 Building 28 Fl. 1 Milwaukee Puerto Rico Prima Piso, Salon de Conf. Ave.,Santiago de los Caballeros final, Edificio Turismo Playa Ponce Navy Frontier Base, Suite 1 408 Ave. Fernandez Juncos San Juan Virgin Islands 8000 Niksy Ctr, #202a Charlotte Amalie Renaissance Park Estate Anguilla Kingshill
---	---	---	--	--

Passenger protection bill introduced by Senator Kerry

Senator John Kerry (D-Massachusetts) on June 26, introduced legislation that would improve cruise ship safety and accountability. The Cruise Vessel Security and Safety Act of 2008, (S. 3204), would require crimes aboard cruise ships to be reported to the Coast Guard and FBI. Cruise ships, which operate under foreign flags-of-convenience, are not currently required under U.S. law to report crimes that occur outside of U.S. territorial waters.

In addition, the legislation would require cruise ships to maintain medications used to prevent sexually transmitted diseases after assault, as well as equipment and materials for performing a medical examination to determine if a victim has been raped. A United States licensed medical practitioner would be on every ship to perform the necessary examinations and to administer treatment.

The legislation follows hearings on cruise ship safety, chaired by Senator Kerry. Representatives Doris Matsui (D-CA) and Christopher Shays (R-CT) held similar hearings last year in the House. Kerry was compelled to hold hearings in the Senate after meeting Ken Carver, whose daughter Merrian disappeared on a cruise in 2004. Merrian was a resident of Cambridge, Massachusetts.

"Millions of Americans will board cruise ships this year and they should know that they are safe," said Senator Kerry. "The tragic loss of Ken Carver's daughter Merrian should serve as a reminder that security and crime reporting regulations need to be tightened. Murky legal jurisdictions in international waters are no longer an excuse for failing to report serious crimes so that they may be effectively prosecuted. If U.S. passengers are at risk, then U.S. law should hold the industry accountable for their safety."

"Over the past year our organization and other victims of cruise crimes have met numerous times with cruise lines executives in an effort to have them voluntarily take the necessary steps as outlined in our proposals," said Carver, President of International Cruise Victims. "The cruise line industry has failed to step up to the challenge and make any significant changes to improve safety. That resistance to change is a clear signal to us that the only alternative left is for the United States Congress to move forward with legislation. I'm grateful to Senator Kerry and Representative Matsui for their support in this endeavor."

"It is absolutely appalling that the cruise industry does not have basic reporting and prevention mechanisms in place to keep their patrons safe," said Matsui. "When a goliath like the cruise industry will not act in the best interest of the customers who are entrusting it with their personal well-being, then Congress has a responsibility to step in and shed some sunlight on the problem."

"It's important we continue the efforts to improve cruise ship safety which began in the last Congress, when I chaired the National Security Subcommittee," said Representative Shays. "The bottom line is, the crime statistics provided by the cruise industry are inaccurate and inadequate. This must change."

The Cruise Vessel Security and Safety Act of 2008 will:

- **Improve Ship Safety.** The legislation would mandate that: guard rails reach 54 inches in height; entry doors of each passenger stateroom and crew cabin have peep holes, security latches, and time

- sensitive key technology. Ship owners would be required to implement fire safety codes as well as technology to detect when a passenger falls overboard. Procedures would be established to determine which crew members have access to staterooms and when.

- **Provide Transparency in Reporting.** The legislation would establish a reporting structure based on the current voluntary agreement in place between the cruise industry, the FBI, and the Coast Guard. Additionally, each ship would be required to maintain a log book, which would record all deaths, missing individuals, alleged crimes, and passenger/crewmember complaints regarding theft, sexual harassment, and assault. The log books would be available to FBI and Coast Guard electronically, as well as to any law enforcement officer upon request. Statistical information would be posted on a public website maintained by the Coast Guard.

- **Improve Crime Scene Response.** Each ship would be required to maintain anti-retroviral medications and medications used to prevent sexually transmitted diseases after assault, as well as equipment and materials for performing a medical examination to determine if a victim has been raped. A United States licensed medical practitioner would be on every ship to perform the necessary examinations and to administer treatment. Private medical information would be protected, and would require written authorization for release. Additionally, all passengers would be given free, immediate, and confidential access to a National Sexual Assault Hotline and the FBI.

- **Improve Training Procedures.** The legislation would establish a program designed by the Coast Guard and the FBI, and certified by the Administrator of the Maritime Administration, to train appropriate crewmembers in crime scene investigation. Each ship would be required to maintain one crewmember trained and certified under such a program.

- **Enforce Safety and Environmental Standards.** The Coast Guard is authorized to dispatch personnel to monitor discharge of waste, to verify logbook entries related to waste treatment and disposal, and to act as public safety officers by securing and collecting evidence of alleged crimes. The bill also establishes fair and equal remedies for persons injured in boating disasters. Additionally, the Secretary of the Coast Guard shall conduct a study of passenger security needs and report findings/suggestions to Congress.

California container fee bill makes headway

A final version of a bill (SB974) seeking to impose a \$30-per-TEU fee on California's three busiest ports has been submitted to Governor Arnold Schwarzenegger for review, including several dozen pages of new amendments that need to be reviewed by the Senate.

Following the governor's review, author State Senator Alan Lowenthal (D-Long Beach), hopes to bring the container fee bill for two required votes in the Legislature by the end of August. If it passes, the bill would then head back to the governor's office for a signature.

Lowenthal's office, while declining to detail any of the specific amendments,

APL Korea gang



SUP crew in the APL Korea this month attending a home-bound Union meeting. From left: Bill DeBenedictis, Diane Ferrari, delegate; Dave Hiebert, Steve Swinton, Tom Larkin and Dale Gibson.

Achille Lauro terrorist released, expelled from Italy

One of the terrorists involved in the 1985 hijacking of the cruise ship *Achille Lauro* has been released by Italian authorities and ordered out of the country—but has nowhere to go. Ibrahim Fatayer Abdelatif, 43, was released on July 7, after completing most of the 25-year sentence he was handed for his role in the hijacking. The incident included the murder of elderly wheelchair-bound American Leon Klinghoffer, whom the terrorists shot and then threw overboard.

Abdelatif, a Palestinian, had sought political asylum in Italy following his release, but that was denied. Born in a refugee camp in Lebanon, he is not a Lebanese national and that country will not accept him, making him essentially "stateless."

As for the hijacking, on October 7, 1985, four men representing the Palestine Liberation Front (PLF) took control of the liner off Egypt as she was sailing from Alexandria to Port Said within Egypt.

The hijackers had been surprised by a crew member and acted prematurely. Holding the passengers and crew hostage, they directed the vessel to sail to Tartus, Syria, and demanded the release of 50 Palestinians then in Israeli prisons. After being refused permission to dock at Tartus, the hijackers executed Klinghoffer, because he was Jewish. The ship headed back towards Port Said, and after two days of negotiations the hijackers agreed to abandon the liner for safe conduct and were flown towards Tunisia aboard an Egyptian commercial airliner.

The plane was intercepted by U.S. fighters from the aircraft carrier *U.S.S. Saratoga* on October 10, and directed to land at Naval Air Station Sigonella, a NATO base in Sicily, where the hijackers were arrested by the Italians after a disagreement between U.S. and Italian authorities. The other passengers on the plane (possibly including the hijackers' leader, Abu Abbas) were allowed to continue on to their destination, despite protests by the U.S. Egypt demanded an apology from the U.S. for forcing the airplane off course.

The fate of the others convicted of the hijacking is varied: Bassam al-Asker was granted parole in 1991. He died on February 21, 2004; Ahmad Marrouf al-Assadi disappeared in 1991 while on parole; Youssef al Molgi was sentenced to 30 years, left the Rebibbia prison in Rome on February 16, 1996, on a 12 day furlough, and fled to Spain, where he was recaptured and extradited back to Italy; Abu Abbas left the jurisdiction of Italy and was convicted *in absentia*. In 1996, he made an apology for the hijacking and murder, and spoke out in favor of peace talks between Palestinians and Israel; the apology was rejected by the U.S. government and Klinghoffer's family, who insisted he be brought to justice. Abbas was captured in Iraq in 2003 by the U.S. military during its 2003 invasion of Iraq. He died in U.S. custody March 8, 2004.

The PLO was sued for its role in the death of Leon Klinghoffer. The \$1.5 billion suit was dropped when the PLO paid an undisclosed sum to Klinghoffer's daughters. The family founded the Leon and Marilyn Klinghoffer Memorial Foundation in cooperation with the Anti-Defamation League, which works to combat terrorism through legal, political and educational means.

The *Achille Lauro* sank off Somalia on December 2, 1994, after she caught fire.

said that the senator's office and Schwarzenegger are in daily communication on the bill.

The fee, to be imposed on all loaded containers moving through the ports of Long Beach, Los Angeles and Oakland, is expected to raise up to \$500 million a year for trade-related infrastructure development and air quality projects throughout the state.

Schwarzenegger, who vetoed a previous version of the bill two years ago, struck a compromise deal last September with Lowenthal that saw the senator shelve the bill until the current legislative session. The deal, struck under threat

of another veto from Schwarzenegger, reportedly sought to give the Southern California ports more time to approve two local container taxes. The governing port boards of Long Beach and Los Angeles approved the container taxes in December, adding a total of \$50 to each loaded container moving through the adjacent ports.

Lowenthal returned the bill to the Assembly agenda in February, but he has yet to bring it to the floor for a vote. Sacramento insiders have said in the past that the bill is expected to pass the Legislature with little problem and Schwarzenegger is expected to sign it.

Maritime Unions comment on USCG Mariner Identification Proposal

July 14, 2008
Docket Management Facility (M-30)
United States Department of Transportation
West Building Ground Floor
Room W 12-140
1200 New Jersey Avenue, SE
Washington, DC 20590-0001
RE: Coast Guard Docket USCG–2007–28648

Dear Sirs:

We are writing on behalf of the undersigned American maritime labor organizations in response to your request for comments in the above-referenced docket relating to a proposal to require crewmembers on commercial vessels entering a U.S. port or place to carry and present an acceptable identification upon entering U.S. navigable waters. This proposal is intended to implement a Maritime Transportation Security Act of 2002 (MTSA) mandate and to help ensure that the United States can authoritatively identify all crewmembers on all vessels in United States waters.

As we have stated in the past, there should be no question that America’s seafaring unions have a vital interest in, and an unwavering commitment to, the enhancement of America’s maritime security. America’s maritime workforce is on the front lines in the war against maritime-related terrorism. It is the American maritime workers who will almost certainly be among the first American citizens directly affected, injured and killed in the event of such an incident or a breach of maritime security. We stand ready to do everything we can in the war against terror here at home as we do in support of our armed forces overseas as they fight this critically important battle.

Licensed and unlicensed American mariners have long been subject to United States government-imposed background checks as a condition of employment long before the enactment of the Maritime Transportation Security Act of 2002 and the Transportation Worker Identification Credential (TWIC) program. Our organizations and the individuals we represent understand that especially since the tragic events of September 11, 2001, it is more important than ever before that our government put in place reasonable, fair and uniform rules and regulations designed to minimize the risks of a maritime-related terrorist attack or incident. We also believe it is more important than ever before that our government, when it promulgates such rules and regulations, recognize that the overwhelming number of vessels carrying America’s foreign trade are operated under a foreign flag and crewed by foreign nationals. For this reason, it is essential that such rules and regulations apply equally to foreign and American vessels, and to foreign and American crews. To do otherwise would be to not only economically disadvantage United States-flag vessel operations but would also ignore the fact that unless our country imposes the same type of requirements on these vessels and their crews, a significant portion of the maritime transportation network operating in U.S. waters will be able to operate outside the scope of America’s efforts to guard against maritime-related security risks.

It is for this reason that we are pleased that the proposed rule will require that all crewmembers, regardless of nationality and regardless of the flag of their vessel, must carry and present on demand “an acceptable identification when the vessel is in the navigable waters of the United States.” We further note that one of the enumerated acceptable forms of identification is a Seafarers Identification Document (SID) issued by or under the authority of the government of a country that has ratified the International Labor Organization Seafarer’s Identity Documents Convention, 2003 (ILO 185) and which meets all the requirements of ILO 185.

We agree with the Coast Guard’s statement that the SID “is the international standard for the desired characteristics of a seafarer’s identification”. We further agree that “while the characteristics of the passport, Merchant Mariner’s Document (MMD), a U.S. permanent resident card, and Transportation Worker Identification Credential (TWIC) are not identical to the

SID, they all share some of the same essential characteristics of the SID.”

In fact, it has been our longstanding and consistent position that in order to best achieve the “harmonizing” of national and international standards that the Coast Guard desires, and that Congress intended in Section 103 of public law 107-295 (46 USC 70111), the Maritime Transportation Security Act of 2002, the United States and America’s maritime industry would be better served if the requirements of ILO 185 had been put in place for American mariners. Instead, and for reasons that still defy all logic, the TWIC program and its requirements were put in place in a manner that frustrates any true “harmonizing [of] U.S. . . security . . . regulations with international standards.” As we have repeatedly noted, the TWIC program is not compatible with the ILO 185/SID program – the readers that are to be developed for the TWIC program will not be able to read the internationally-accepted SID, and the SID hardware will not be able to read the TWIC.

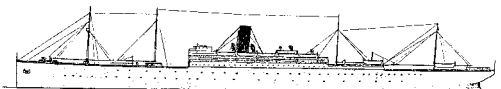
In addition, by refusing to adapt this internationally-accepted program and its readily available and time-tested hardware for the American maritime worker identification credential program, the program continues to experience serious delays. In our opinion, it makes little sense to impose time-consuming and costly burdens on America’s maritime and transportation workforce and to require that America’s workers obtain a TWIC when no hardware – no readers – exist to actually implement the TWIC program.

We find it difficult to reconcile the position of the Coast Guard that the SID “can authoritatively identify crew-members on vessels in U.S. waters” with its position that the SID “will not confer any shore leave . . .status on the holder”. This is even more difficult to understand in light of the fact that today, the U.S. Customs and Border Protection (CBP) permits tourists to enter the United States without identity documents comparable to the SID and, in many cases, without a visa.

Finally, we continue to object to the continued failure on the part of the Coast Guard to properly address the problems associated with shore leave. By refusing to take the necessary steps to facilitate shore leave in American ports for foreign crewmembers that possess a SID will ensure that American mariners in foreign ports who possess a TWIC will incur the same impediments to shore leave. In both instances, mariners will increasingly find themselves held prisoners on their vessel while in port.

In conclusion, we appreciate the steps the Coast Guard is taking through this proposed rule to recognize and accept the SID as an acceptable identification, and to require that all mariners, not just American mariners, carry and present acceptable identification when in U.S. navigable waters. We would encourage the Coast Guard to move beyond these important first steps and to work towards full harmonization of American and international standards and requirements, and to work as expeditiously as possible to address and resolve the issues and problems affecting shore leave for mariners in our ports.

Sincerely,
Thomas Bethel, President,
American Maritime Officers
Timothy Brown, President,
International Organization of Masters, Mates & Pilots
Don Keefe, President,
Marine Engineers’ Beneficial Association
Gunnar Lundeberg, President,
Sailors’ Union of the Pacific
Anthony Poplawski, President,
Marine Firemen’s Union
Michael Sacco, President,
Seafarers International Union



Foreign-flag cruise company and U.S. government sued over civil rights violations

According to a newly filed lawsuit, U.S. citizen Ross Robin was travelling on an unnamed Princess vessel in March on a seven-day Los Angeles/Mexico voyage. Robin claimed that at 6:00 A.M. on March 10, he was asleep in his locked cabin with his companion, Ms. Silvan Dror.

Robin alleged that a Princess employee unlocked the door, without knocking, and four U.S. law enforcement agents entered the room without a warrant or consent, accompanied by a “vicious trained attack dog”.

Robin and Dror were allegedly forced out of their cabin and ordered to stand naked in the hallway where they were “subject to ridicule by other passengers”, while investigators “conducted a ‘fishing expedition’ of plaintiff’s effects”.

Robin, who claimed he has no criminal record, said he was told that he was on a security list because of alleged involvement in “possible criminal/terrorist activities”. Robin has filed suit against Princess, the U.S. Department of Homeland Security, the U.S. Coast Guard and various other government entities, alleging civil rights violations, assault, negligence and infliction of emotional distress. Princess has yet to file its rebuttal.

Russian Union targets mariner wage abuse

The Russian Union of Seafarers says it has successfully attacked wage and contract abuses by foreign-flagged vessel owners. A round of inspections has now been completed at Asian ports, in a coordinated campaign by the Russian Union and the International Transport Workers’ Federation. Cambodia, Mongolia, and Panama flags have been a priority target.

Sergey Fishov, the ITF coordinator in St. Petersburg, said that 86 vessels were inspected at Asian ports. He said the results include five new work agreements; additional contract negotiations with shipowners and payment of about \$200,000 in wage arrears. He added that more contracts will be resolved in the region.

Japanese-owned bulk-carrier hijacked off Somalia

A Japanese-owned bulk-carrier has become the latest merchant vessel to be captured by Somali pirates.

Andrew Mwangura, director of the Mombasa-based Seafarers Assistance Program, said that *Stella Maxis* (52,454 dwt, built 2007) had been seized on July 20, near Calula, a port in Somalia’s breakaway northern region of Puntland.

No demands from the hijackers have been received, Mwangura told Agence France Presse, adding that no information was available about its port of origin or destination, or concerning the nationality of its crew. The Panama-flag vessel, which according to commercial databases is operated by a shipmanager based in the Philippines, is understood to be laden with lead and zinc.

A representative of the Puntland administration, which is not internationally recognized, said: “Thirty-eight heavily-armed pirates stormed the vessel sailing in the international waters in the Gulf of Aden. So far we are tracking them down. We want to know where they are going to stay with the vessel. We have been told that 18 crew members are also on board. Speedboats used by the pirates are also following the ship.”

A private family yacht with passengers, including a child with malaria and a diabetic man without access to insulin, is also reportedly being held.

ESU Office Assignments

For the month of August, Leo DeCastro will be in the Seabrook office and Kevin Conroy will be in the Benicia office.

ESU NEWS

JULY 2008

Official Publication of the Exxon Seamen's Union

Exxon Valdez case comes to a close

After more than 19 years the legal wrangling involving the grounding of the *Exxon Valdez* came to end June 25, with the handing down of the United States Supreme Court decision requiring ExxonMobil to pay \$507.5 million in punitive damages, reducing an earlier lower court ruling that had made the oil giant liable for \$2.5 billion in damages.

On March 24, 1989, the tanker *Exxon Valdez*, en route from Valdez, Alaska to Los Angeles, California, ran aground on Bligh Reef in Prince William Sound, Alaska, setting into motion the prolonged legal fight. The vessel, manned by Exxon Seamen's Union represented mariners, was traveling outside normal shipping lanes in an attempt to avoid ice. Within six hours of the grounding, the *Exxon Valdez* spilled approximately 10.9 million gallons of its 53 million gallon cargo of crude oil.

The historic court case (Exxon Shipping Co. v. Baker) pitted ExxonMobil, the parent company of Exxon Shipping Company, the predecessor company to SeaRiver Maritime, Inc. against plaintiffs that included Native Americans, fishermen, landowners, businesses and local governments. The Supreme Court Justices were tasked with ruling on three issues of maritime law. Eight Justices decided the case as Justice Samuel A. Alito, Jr. recused himself from the case due to owning stock in ExxonMobil.

The court was split 4 to 4 on whether a ship operator can be held liable for punitive damages based on the misconduct of an employee of the company. However, the court reached a 5-3 majority decision that federal law does not preclude punitive awards in addition to damages for economic loss. And to the third question the court saw fit to reduce

the punitive damages.

The case went before the Supreme Court in late February of this year after ExxonMobil petitioned the court to hear arguments that a Ninth U.S. Circuit Court of Appeals decision that although reducing an earlier court order for punitive damages from \$4.5 billion to \$2.5 billion, was still excessive. The integrated oil company has consistently maintained that they have acted responsibly in responding to the accident and estimated that it has spent upwards of \$3.5 billion in clean-up costs and other related expenses related to the oil spill.

The response to the *Exxon Valdez* involved more personnel and equipment over a longer period of time than did any other spill in U.S. history. At the time of the initial massive clean-up effort it was estimated that the initial clean-up attempts of the sound and its beaches

resulted in the largest movement of men and machinery since the build up to the Normandy invasion during WWII. At the height of the response, more than 11,000 personnel, 1,400 vessels and 85 aircraft were involved in the cleanup.

In February, Walter Dellinger, an attorney for ExxonMobil told the court, "Exxon gained nothing by what went wrong in the case and paid dearly for it." ExxonMobil

Attorneys also stated before the court that the award was not only excessive, but totals more than all punitive damage awards handed down by all U.S. Federal Courts, ever.

Nearly 33,000 Alaskans are eligible to share in the award estimated at about \$15,000 a person. Had the \$2.5 billion judgment been upheld by the court each plaintiff would have collected approximately \$75,000.

Contract talk: Shipyard stays: Lodging/transportation/weekends off

These articles are presented on a recurring basis with the intention of providing information that will aid our members in better understanding the labor Agreement between the Exxon Seamen's Union and SeaRiver Maritime Inc.

Article VIII, Section 3 of the Agreement outlines the conditions in which alternate shore-side lodging should be arranged, and responsibility for transportation of members to and from the shipyard as well as payment of the on-shore transportation and lodging. The specific contract language in its entirety is as follows:

"When a vessel is in an environment (i.e., shipyard, or otherwise) that the Master or his/her designated officer determines living conditions are not suitable on the vessel, arrangements for alternate lodging (on a one (1) person per room basis) will be made. In making this assessment, the Master or his/her designate will consider such typical factors as sanitation, hot water, excessive noise, and room temperature. When such arrangements are made, the actual cost for this lodging will be billed directly to the COMPANY. The Master shall provide transportation in shipyards for unlicensed employees that is similar to that provided to licensed officers."

Union position: The above language is by-and-large self-explanatory, however it should be pointed out that despite a largely held belief that members have no contractual recourse when excessive noise exists and preventing members adequate periods of rest it is the responsibility of the Master or his/her designated officer to make arrangements for alternate lodging of represented crewmembers.

The following three contract excerpts address issues of time off on weekends and are department (rating) specific. Article XIV, Section A (1) discusses engine room represented employees and reads:

"When in the shipyard, day workers shall be excused from other than necessary work on Saturdays, Sundays and holidays without loss of pay, if the crew

is being lodged off the vessel or if the crew is still being lodged on the vessel but the vessel has been in the shipyard more than ten days since the vessel was made all fast at the shipyard berth. Necessary work for purposes of this clause shall include shifting ballast, testing bulkheads, pipelines, valves and pumps."

Union position: For purposes of this particular contract language a "day worker" is defined as PM, 2PM (when carried) and QMED's on vessels with UMS certification with regular work hours being between 8 a.m. and 5 p.m. seven days a week. Members serving in these ratings are entitled to decline weekend work while in "shipyard conditions" except for the specific purposes listed above.

Article XV, Section 5 (B) provides guidance in determining when members of the Steward's Department (Fleet Chef and Cook) are entitled to weekends off during shipyard periods. The pertinent contractual language states:

"During shipyard periods the Fleet Chef and Cook shall be excused from other than necessary work on Saturdays, Sundays, and Holidays without loss of pay, only if the crew is being lodged off the vessel. Necessary work is defined as preparing and serving meals. Necessary work also includes cleaning galley, storerooms, messhalls, and stateroom areas within seven (7) days of a vessel's planned departure from a shipyard."

Union position: Though the Stewards Department can be required to report for duty on weekends while in the shipyard and the crew is lodged ashore seven days prior to the scheduled departure of the vessel from the shipyard, the Union maintains that mandatory reporting is only required if the necessary work cannot be reasonably accomplished during weekdays prior to the expected sailing date.

Article XIII, Section 1 pertains to the "weekend option" for Able Seamen – Watchstanders and states:

"At sea or in port, the AB watchstanders crew shall stand regular watches as required by the Master, but

no unnecessary work shall be performed on Saturdays, Sundays or holiday or between the hours of 5 p.m. and 8 a.m."

Union position: AB watchstanders are not required contractually to report for duty on weekends as required watchstanding duties are not necessary while in the shipyard.

Article XVI, Section 1 and paragraph D outlines when and under what conditions Maintenance Seamen (MS) are afforded the option of declining weekend work. The applicable language reads as follows:

"The MS will work seven (7) days per week with no weekend work option. However, when in the shipyard, MS will be excused from work without loss of pay, unless other members of the unlicensed crew are called in to perform necessary work as referred to in this Agreement and provided the crew is being lodged off the vessel. (This latter provision will also apply if the crew is still being lodged on the vessel but the vessel has been in the shipyard more than 10 days since the vessel was made all fast at the shipyard berth)."

Jeff Straley retires after 31 years

Longtime Pumpman and ESU member Jeff Straley has retired from SeaRiver Maritime, Inc. after more than 31-years of seagoing service. Jeff joined the company, then Exxon Shipping Company, in October of 1976 with continuous service until July 1, 2008.

Initially joining his first ship, the *Exxon Huntington* working in the Steward's Department as a Messman, Jeff eventually acquired his Able Bodied Seamen's endorsement and then sailed for a time in the Deck Department. While sailing as an Able Seamen, Jeff became eligible for the Pumpmen's Training Program, which he completed and was promoted to 2nd Pumpman and then Chief Pumpman.

The Exxon Seamen's Union wishes Jeff, who will now be able to spend more time with his wife Debbie and teenage daughter Leann the very best during his retirement years.



Jeff Straley beside his tractor at his Campbellsville, Kentucky farm.

ESU News

2008 contract ratification voting continues

The ESU Executive Board reminds all members that the deadline for the receipt of your ballot on ratification of the 2008 Memorandum of Understanding by the American Arbitration Association (AAA) in New York is August 18, 2008, at 10:00 a.m. The AAA will notify the ESU Seabrook office later that afternoon once ballots have been counted. The ESU will then forward those results on to the fleet and membership shortly thereafter.

If the contract is ratified, a 5.25% increase on base, SSHOT, OT and CSB wages will first appear on payroll checks received by members on September 30, 2008. This check will be for the payroll-reporting period of September 1, 2008 to September 15, 2008.

Additionally, the lump sum bonus of \$5,000.00 (less withholdings) will be paid separately and 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. Human Resources will compile a list of current employees and ExxonMobil payroll will be instructed to disburse the bonus payments. Bonus payments will be processed on the first available “off-cycle” date from regularly scheduled payroll distributions and can be expected before September 15, 2008.

The Exxon Seamen’s Union again encourages you to exercise your right as dues paying members and VOTE!!!

Mileage Reimbursement Rate

Effective July 1, 2008, the optional standard mileage rate for all miles of vehicle use for business purposes will increase from 50.5 cents to 58.5 cents per mile. Reimbursements made using this rate will satisfy IRS accounting requirements and will not be included in the employee’s W-2 income or subject to withholding.

Mileage reimbursement is intended to cover normal vehicle operation costs including: gas, oil, repairs, tires, registration fees, licenses, depreciation, lease payments, and insurance. Road tolls and parking fees are not included in the standard mileage reimbursement but are reimbursable when incurred during business travel and submitted with receipts.

Under the current Collective Bargaining Agreement unlicensed employees are permitted to use an automobile for business travel and receive reimbursement from the company. Article IX, Section 6 and paragraph A of the current of the Collective Bargaining Agreement describes the contractual right to receipt of this reimbursement, and states; *“When an employee uses an automobile as transportation from his/her home to a vessel, to/from a training program, or to/from a meeting, or for other reasons approved by the COMPANY, the employee shall be paid for the actual miles driven for a reasonably direct route at the mileage rate then current for the COMPANY. Actual miles driven shall include round trip mileage when an employee is driven by another person who returns to the employee’s home. The COMPANY will also reimburse any tolls actually paid for the trip. In no case will the total payment be greater than the cost of the prevailing coach class airfare as described herein plus ground transportation allowances provided when traveling by air.”*

Requests for mileage reimbursements should be submitted to the appropriate Fleet Manning contact.

U.S. Coast Guard recognizes SeaRiver crews for environmental excellence



Coast Guard Commandant Adm. Thad Allen, ESU’s Leo Decastro and 2nd Assistant Engineer Todd Moody posing with the plaque presented by the Coast Guard for outstanding performance in protecting the marine environment.

SeaRiver Maritime, Inc. was a recipient of a 2008 Biennial Rear Adm. William M. Benkert, Marine Environmental Award for Excellence presented at an American Petroleum Institute luncheon held in San Diego, CA. Monday, June 23rd. On hand to receive the Coast Guard Honorable Mention Award on behalf of the Exxon Seamen’s Union represented crewmembers was ESU Secretary Treasurer Leo DeCastro. Representing seagoing SeaRiver officers was 2nd Assistant Engineer, Todd Moody.

Other issues addressed in contract negotiations

In addition to items and issues bargained and agreed to with SeaRiver Maritime, Inc. and included in the Memorandum of Understanding and presently being considered for ratification by the membership, there were a number of other points of interest to the Union that were bargained without resolution. The Union understood during the preparatory period leading up to the 2008 bargaining sessions through communications with members and Ship Representatives that there were numerous issues of importance to the membership. Every effort was made to address those concerns.

Among issues that the ESU formally negotiated with SeaRiver Maritime, but unable to reach agreement on are listed below and in no particular order:

- An increased paid leave ratio
- Business class travel air fare for foreign travel
- When traveling through two or more time zones to assignment – overnight stay in a hotel before starting shipboard assignment
- Bereavement pay
- Modification of the “involuntary extended sea tour pay” to include day-for-day paid leave ration beginning at day 70 and retroactive to day 61
- Establishment of a Bosuns’ position
- Two hour minimum overtime pay for call-out - including Supper Relief
- Increased compensation and assistance for Stewards Department personnel for periods requiring extra workloads
- A Union successor clause

During the nine-days of the negotiating process spread out between March and June of this year some 43 proposal were presented by management and the Union combined. Items were removed from the bargaining table as it became apparent that the Union and Management could not reach agreement on them. In some instances management’s Bargaining Committee expressed no interest in negotiating issues as they believed that there was not competitive justification for monetary increases or changes in work rules. On other Union concerns the Company did bargain, but asked for concessions that the Union considered unacceptable.

By design, collective bargaining is a give and take process. Though the ESU negotiating team was not successful in achieving all of their objectives, many key issues were addressed and the Union believes that significant gains in wages and work rules were realized.

Ship reports

S/R American Progress

ESU Board officer visited the ship on July 16, at the Exxon Mobil facility in Beaumont, TX. Ship Representative Rudy Benavides is aboard. Rudy reports all is well. The vessel continues trading between Beaumont and Fort Lauderdale.

S/R Baytown

A Board officer visited the vessel at the ExxonMobil docks in Baytown, TX, on July 17. Ship Representative Joe Bernavich has returned. The vessel continues on its Florida/Texas Gulf Coast clean oil trade, with a three port discharge next time in Florida. No beefs. The Board would like to thank AB’s Paul Clow and Ein Coley for filling in as Temporary Ships Representatives while Joe was on vacation.

Kodiak

Executive Board travelled to Washington State to visit the vessel June 25, at the Tesoro Dock in Anacortes, WA, and a second visit was conducted at the Valero Dock in Benicia, CA. Board member and crew reviewed the 2008 Memorandum of Understanding and requested clarifications were given on the proposed contract. Ship Representative Tim Williams is on paid leave and Deck Trustee Pat Campbell is aboard.

S/R Long Beach

Vessel arrived in Port Angeles, WA, to conduct surveys and for maintenance and repair on July 7. Pumpman Erwin Smerecnik has served as Temporary Ship Representative while Representative Wayne Dymont is on paid leave. The Union thanks Erwin for stepping up. At press time the ship was tentatively scheduled to depart Port Angeles on July 20, to resume its Valdez/Southern and Northern California ANS trade route.

Sierra

ESU Board member visited the vessel at the Port Angeles Anchorage in Port Angeles, WA on June 26. ESU Ship Representative Thor Floreen is aboard and has done an excellent job of communicating crews MOU concerns and questions to the Union offices. Vessel continues on its ANS/Puget Sound trade.

S/R Wilmington

A Union visit was conducted July 1st at the ExxonMobil dock in Baytown, TX. AB John McCarthy is filling in as the Temporary Ship Representative. The vessel continues on her Gulf/East coast clean oil trade. The “Willy” is scheduled will make a port call in Puerto Rico following her east coast discharges. No beefs reported.

EXXON SEAMEN'S UNION

Founded March 28, 1941

Affiliated with the Sailors' Union of the Pacific

1320 5th Street, Suite A
Seabrook, TX 77586
Tel (281) 474-2430
Fax (281) 474-2463
E-Mail: esusea@sbcglobal.net

P.O. Box 792
Benicia, CA 94510
Tel (707) 746-5713
Fax (707) 746-7859
E-Mail: esuben@sbcglobal.net

President Kevin Conroy

Vice President John Straley
Secretary/Treasurer Leo DeCastro
Recording Secretary Thomas Thompson III

Deck Trustee Pat Campbell
Engine Trustee William Ackley
Steward Trustee Kurt Kreick

Annual Funding Notice

SIU Pacific District Pension Plan

INTRODUCTION

This notice, which federal law requires all multiemployer plans to send annually, includes important information about the funding level of the SIU Pacific District Pension Plan, Plan Number 001, Employer Identification Number 94-6061923 (Plan). This notice also includes information about rules governing insolvent plans and benefit payments guaranteed by the Pension Benefit Guaranty Corporation (PBGC), a federal agency. This notice is for the plan year beginning August 1, 2006 and ending July 31, 2007 (Plan Year).

PLAN'S FUNDING LEVEL

The Plan's "funded current liability percentage" for the Plan Year was at least 100%. In general, the higher the percentage, the better funded the plan. The funded current liability percentage, however, is not indicative of how well a plan will be funded in the future or if it terminates. Whether this percentage will increase or decrease over time depends on a number of factors, including how the plan's investments perform, what assumptions the plan makes about rates of return, whether employer contributions to the fund increase or decline, and whether benefits payments from the fund increase or decline.

PLAN'S FINANCIAL INFORMATION

The market value of the Plan's assets as of August 1, 2006 was \$130,406,267. The total amount of benefit payments for the Plan Year was \$9,042,135. The ratio of assets to benefit payments is 14.4. This ratio suggests that the Plan's assets could provide for approximately 14 years of benefit payments in annual amounts equal to what was paid out in the Plan Year. However, the ratio does not take into account future changes in total benefit payments or plan assets.

RULES GOVERNING INSOLVENT PLANS

Federal law has a number of special rules that apply to financially troubled multiemployer plans. Under so-called "plan reorganization rules," a plan with adverse financial experience may need to increase required contributions and may, under certain circumstances, reduce benefits that are not eligible for the PBGC's guarantee (generally, benefits that have been in effect for less than 60 months). If a plan is in reorganization status, it must provide notification that the plan is in reorganization status and that, if contributions are not increased, accrued benefits under the plan may be reduced or an excise tax may be imposed (or both). The law requires the plan to furnish this notification to each contributing employer and the labor organization.

Despite the special plan reorganization rules, a plan in reorganization nevertheless could become insolvent. A plan is insolvent for a plan year if its available financial resources are not sufficient to pay benefits when due for the plan year. An insolvent plan must reduce benefit payments to the highest level that can be paid from the plan's available financial resources. If such resources are not enough to pay benefits at a level specified by law (see Benefit Payments Guaranteed by the PBGC, below), the plan must apply to the PBGC for financial assistance. The PBGC, by law, will loan the plan the amount necessary to pay benefits at the guaranteed level. Reduced benefits may be restored if the plan's financial condition improves.

A plan that becomes insolvent must provide prompt notification of the insolvency to participants and beneficiaries, contributing employers, labor unions representing participants, and PBGC. In addition, participants and beneficiaries also must receive information regarding whether, and how, their benefits will be reduced or affected as a result of the insolvency, including loss of a lump sum option. This information will be provided for each year the plan is insolvent.

BENEFIT PAYMENTS GUARANTEED BY THE PBGC

The maximum benefit that the PBGC guarantees is set by law. Only vested benefits are guaranteed. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of

credited service.

Example 1: If a participant with 10 years of credited service has an accrued monthly benefit of \$500, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service (\$500/10), which equals \$50. The guaranteed amount for a \$50 monthly accrual rate is equal to the sum of \$11 plus \$24.75 (.75*\$33), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 (\$35.75*10).

Example 2: If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or \$200/10). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 (.75*\$9), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 (\$17.75*10).

In calculating a person's monthly payment, the PBGC will disregard any benefit increases that were made under the plan within 60 months before the earlier of the plan's termination or insolvency. Similarly, the PBGC does not guarantee pre-retirement death benefits to a spouse or beneficiary (e.g., a qualified pre-retirement survivor annuity) if the participant dies after the plan terminates, benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay.

WHERE TO GET MORE INFORMATION

For more information about this notice, you may contact Ms. Michelle Chang, Administrator, SIU Pacific District Pension Plan, 730 Harrison Street, Suite 400, San Francisco, CA 94107, 415-764-4993. For more information about the PBGC and multiemployer benefit guarantees, go to PBGC's website, www.pbgc.gov, or call PBGC toll-free at 1-800-400-7242 (TTY/TDD users may call the Federal relay service toll free at 1-800-877-8339 and ask to be connected to 1-800-400-7242).

ADDITIONAL EXPLANATION INTRODUCTION

The SIU Pacific District Pension Plan has added the information below to supplement the Annual Funding Notice (above) that is required by federal law. **This additional information will be helpful in understanding how each part of the notice relates to the SIU Pacific District Pension Plan (Plan).**

PLAN'S FINANCIAL INFORMATION

The main purpose of the Annual Funding Notice is to ensure more open communication about a plan's funding level. The Annual Funding Notice divides the Plan's assets by its annual benefit payments to determine how many years the Plan's assets may be able to pay benefits. This simple measurement does not take into account the Plan's expected annual income. When the Plan's assets and the annual addition of this income are taken into account, the Plan's assets can be expected to pay benefits for years into the future.

RULES GOVERNING INSOLVENT PLANS

This section of the Annual Funding Notice applies only to severely financially troubled pension plans, which this plan is not.

Because of the **Plan's greater than 100% funded status**, it is not anticipated that the special rules regarding "plan reorganization" and plan insolvency would ever apply to this Plan.

BENEFIT PAYMENTS GUARANTEED BY THE PBGC

The Trustees expect the Plan to continue to pay benefits for many years in the future. The Trustees are committed to maintaining the Plan's funded status because, in their view, the Plan's financial strength is the best guarantee that all participants and beneficiaries will receive all the Plan benefits they have earned. Thus, it is not expected that the PBGC benefit guarantees mentioned in this notice will ever become applicable.

WHERE TO GET MORE INFORMATION

For more information about this Additional Explanation, you may contact Ms. Michelle Chang, Administrator, SIU Pacific District Pension Plan, 730 Harrison Street, Suite 400, San Francisco, CA 94107.

Welfare Notes

July 2008

REMINDER TO THOSE ENROLLED IN THE HEALTH NET PPO PLAN

The participant's annual PPO deductible and the PPO copayments and coinsurance amounts (up to the first \$1,000) will be reimbursed by the SUP Welfare Plan upon submission of the Health Net payment explanation of benefits and proper receipts. *If you use a Non-PPO provider, you will only be reimbursed up to the out of pocket amounts that would have been reimbursable had you used a PPO provider.* Following are several examples:

- The Health Net Plan pays 80% of charges if a participant uses a PPO provider and 60% of charges if a participant uses a non-PPO provider. In this instance, a participant using a non-PPO provider will only be reimbursed the difference between the 60% allowed by Health Net and 80% which is the amount payable for a PPO provider (leaving 20% of the charges as the member's responsibility plus any amounts exceeding Health Net's customary and reasonable charge allowance). So for a \$2,000 charge from a non-PPO provider, Health Net would pay \$1,200 (assuming the deductible has been met); the Trust would reimburse you \$400 and you will be required to pay \$400.

- The Health Net Plan requires a \$20 member copayment for an office visit to a PPO provider. A participant using a non-PPO provider will be reimbursed a maximum of \$20 for an office visit. So for a \$150 office visit charge from a non-PPO provider, Health Net would pay \$90 (assuming the deductible has been met); the Trust would reimburse you \$20 and you will be required to pay \$40.

- The Health Net Plan requires an additional \$500 copayment for inpatient hospitalization at a non-PPO facility. The \$500 amount will not be reimbursable to you as this copayment applies only to non-PPO providers.

Spouses and dependents are not eligible for any deductible or coinsurance reimbursements. Please contact the Plan Office if you have any questions.

Michelle Chang, Administrator
mcsupsiupd@sbcglobal.net

Patty Martin martinpatty59@sbcglobal.net
Virginia Briggs Claims vbriggs80@sbcglobal.net
Michael Jacyna Eligibility mjacyna67@sbcglobal.net
Training Rep. Berit Eriksson 415-957-1816
berittrainrep@sbcglobal.net

SUP Welfare Plan
730 Harrison Street, #415, San Francisco, CA 94107
Telephone: 415-778-5490 or 1-800-796-8003
Fax: 415-778-5495
SIU-PD Pension 415-764-4987
SIU-PD Supplemental Benefits 415-764-4991

Nautical terms in everyday speech

Time and Tide Waiteth for No Man ... (seize the day)

The word *tide* has its origins in the Old English *tid*, meaning "time" or "an extent of time." Nautically speaking, *tide* is defined as the alternate rise and fall of the earth's oceans on a coast. Tides are caused by the gravitational attraction of the sun and moon. The expression *tidal current* describes the inflow and outflow of ocean waters that usually accompany the rise or fall of the tide. Colloquially, *tide* can refer to both the vertical and horizontal movement of water. In the following lines from *Julius Caesar*, Shakespeare's Brutus admonishes that time and tide waiteth for no man and that success lies in taking "the current when it serves" - in going with the flow:

*There is a tide in the affairs of men,
Which, taken at the flood, leads on to fortune;
Omitted, all the voyage of their life
Is bound in shallows and in miseries.
On such a full sea are we now afloat,
And we must take the current when it serves,
Or lose our ventures.*

Brutus was speaking of the strategies of war, but his advice is just as sound when applied to the eddies and currents, the ebbs and flows, of life's circumstances. In common usage as early as the twelfth century, the expression "time and tide waiteth for no man" is basically an alliteration of two more or less synonymous words.



SUP President's Report

GENERAL RULES

The following are changes negotiated under the General Rules:
Term of Agreement: July 1, 2008 through June 30, 2013.

Wage Increases:

- Effective July 1, 2008 a 3% increase in wages and wage-related items (overtime, supplemental benefits, etc.).
- Effective July 1, 2009 a 3% increase in wages and wage-related items.
- Effective July 1, 2010 a 3% increase in wages and wage-related items.
- Effective July 1, 2011 a 3.5% increase in wages and wage-related items.
- Effective July 1, 2012 a 3.5% increase in wages and wage-related items.

Pension Benefits: This was a contentious issue in bargaining, complicated as reported last month, by the provisions of the Pension Protection Act and the fact that the APL agreement does not expire until 2015. It should be noted that SUP Vice President Dave Connolly and MFOW/SUP attorney Peter Saltzman were key in drafting the agreed upon language as well as providing valuable insight to a complex issue for the Negotiating Committee.

The parties ultimately negotiated a \$300 per month increase in the SIU-Pacific District long-term pension benefit for seamen who retire on or after July 1, 2008 after attaining age sixty with 25 years seetime. This raises the maximum pension benefit up from \$1,246 to \$1,546 per month, with pro rata increases for those who qualify for a pension under other service requirements. The parties also agreed to a 3% cost-of-living increase for existing pensioners who qualified for a long-term or basic pension under Section 6.01 of the SIU-Pacific District Pension Plan Agreement.

The benefit breakdown is as follows:

	Monthly Benefit 7/1/2007	Monthly Benefit 7/1/2008
I--Long Service Benefit (25YQT)		
(1)-Retiring at age 60 or older	\$1,246.00	\$1,546.00
(2)-Eligible for Social Security Disability, any age	\$1,246.00	\$1,546.00
(3)-Retiring between ages 55 and 60	\$1,040.79	\$1,291.38
(4)-Retiring under age 55	\$300.00	\$300.00
II--Basic Service Benefit (20YQT)		
(1)-Retiring at age 60 or older	\$996.80	\$1,236.80
(2)-Eligible for Social Security Disability, any age	\$996.80	\$1,236.80
(3)-Retiring between ages 55 and 60	\$897.85	\$1,114.03
(4)-Retiring under age 55	\$250.00	\$250.00
III--Reduced Service Benefit		
(1)-15YQT	\$560.70	\$695.70
(2)-16YQT	\$598.08	\$742.08
(3)-17YQT	\$635.46	\$788.46
(4)-18YQT	\$672.84	\$834.84
(5)-19YQT	\$710.22	\$881.22
IV--Disability Retirement Benefit		
(1)- 25YQT, retiring at age 60 or older	\$1,246.00	\$1,546.00
(2)- 25YQT, retiring at ages 55-59	\$1,040.79	\$1,291.38
(3)- 25YQT, retiring under age 55	\$300.00	\$300.00
(4)- 20YQT-24YQT, retiring at age 60 or older	\$996.80	\$1,236.00
(5)- 20YQT-24YQT, retiring at ages 55-59	\$897.85	\$1,114.03
(6)- 20YQT-24YQT, retiring under age 55	\$250.00	\$250.00
(7)- 15YQT-19YQT	\$187.50	\$187.50
(8)- 15YQT-19YQT and eligible for Soc. Sec. Dis.	\$218.50	\$218.50
(9)- 10YQT-14YQT	\$125.00	\$125.00
V--Dependent Child Benefit		
(1)-Per child under age 18	\$25.00	\$25.00
VI--Deferred Vested Benefit per Year of Qualifying Time		
(1)-200 or more Qualifying Days	\$37.38	\$46.38
(2)-125 to 200 Qualifying Days	Pro Rata	Pro Rata
(3)-Less than 125 Qualifying Days	\$0.00	\$0.00

- The following is the amended language regarding pensions:
- b) The SIU Pacific District Pension Plan shall be amended to increase benefits as follows:
- (1) A Participant who retires on or after July 1, 2008, and who earns a Benefit Accrual Year after December 31, 2007, shall be entitled to a Vested Pension Credit of \$46.38 for each Benefit Accrual Year during which he has 200 days or more of Covered Employment.
 - (2) A Seaman who retires on or after July 1, 2008, after attaining age sixty and who qualifies for a Long-Term Pension under Section 6.01(b) shall receive a monthly pension benefit of \$1,546 subject to a reduction, where

applicable, for joint and survivor benefits.

- (3) A Seaman who retires on or after July 1, 2008, who retires after attaining age fifty-five but before attaining age sixty and who qualifies for a Long-Term Pension under Section 6.01(b) shall receive a monthly pension benefit of \$1,291.38 subject to a reduction, where applicable, for joint and survivor benefits.
- (4) A Seaman who retires on or after July 1, 2008, who retires after attaining age sixty and who qualifies for a Basic Pension under Section 6.01(a) shall receive a monthly pension benefit of \$1,236.80 subject to a reduction, where applicable, for joint and survivor benefits.
- (5) A Seaman who retires on or after July 1, 2008, who retires after attaining age fifty-five but before attaining age sixty and who qualifies for a Basic Pension under Section 6.01(a) shall receive a monthly pension benefit of \$1,114.03 subject to a reduction, where applicable, for joint and survivor benefits.
- (6) A Seaman who retires on or after July 1, 2008, and who qualifies for a Reduced Pension under Section 6.01(c) shall receive a monthly of pension benefit of:

Years of Qualifying Time	Monthly Benefit
15	\$695.70
16	\$742.08
17	\$788.46
18	\$834.84
19	\$881.22

- (7) A Seaman who retires on or after July 1, 2008, who qualifies for a Disability Pension under Section 6.01(e) and who meets the age and service requirements specified in subsections (2), (3), (4) or (5) above shall receive a monthly pension benefit equivalent to the benefit specified in the subsection under which he qualifies. For the purposes of this subsection, a Seaman who is entitled to a Social Security Disability benefit as of the date of his retirement shall be deemed to have retired after attaining age sixty.
- (8) A Seaman who retired before July 1, 2008, after attaining age fifty-five and who qualified for a Long-Term Pension under Section 6.01(b) shall have his monthly pension benefit increased by three percent (3.0%).
- (9) A Seaman who retired before July 1, 2008, after attaining age fifty-five and who qualified for a Basic Pension under Section 6.01(a) shall have his monthly pension benefit increased by three percent (3.0%).
- (10) A Seaman who retired before July 1, 2008, and who qualified for a Disability Pension under Section 6.01(e) and who met the age and service requirements specified in subsections (8) or (9) above shall receive a monthly pension benefit equivalent to the benefit specified in the subsection under which he qualifies. For the purposes of this subsection, a Seaman who is entitled to a Social Security Disability benefit as of the date of his retirement shall be deemed to have retired after attaining age sixty.

Section 30(e): This is a particularly important part of the pension section as it provides for a process to negotiate benefit increases on a yearly basis. The amended language is as follow:

- e) During the sixty-day period immediately following the publication of the SIU Pension Plan Actuarial Report covering each of the Plan Years ending during the term of this Agreement, the parties shall meet in good faith to negotiate increases in benefits for participants of the Plan who retire on or after July 1 of the calendar years following the effective dates of each of said Actuarial Reports and to negotiate increases in benefits for existing pensioners. The present value of any such benefit increases (which shall be calculated by the same method as under this subsection (e) in effect prior to July 1, 2008) shall not exceed the Adjusted Actuarial Gain, if any, experienced by the Plan during the period covered by the applicable Actuarial Report. For purposes of this Section, the "Adjusted Actuarial Gain" shall be the total actuarial gain, if any, shown in the applicable Actuarial Report, offset by the total actuarial loss, if any, shown in any prior Actuarial Report (to the extent not used to offset the total actuarial gain in a prior year). In the event the Plan has Adjusted Actuarial Gains in consecutive years, but the Parties did not utilize the Gains to increase benefits at the end of the year(s) prior to the current year, they may combine all such Gains for benefit increases in the current year. For purposes of calculating actuarial gains and losses under this subsection (e), any investment gains or losses from the dedicated bond portfolio shall be disregarded. In the event of deadlock with regard to the matters covered by this subsection (e), the parties agree to submit their dispute to interest arbitration in accordance with Section 10 of the General Rules. In any such proceeding, the Adjusted Actuarial Gains and the present value of any proposed benefit increases, all as calculated by the Plan Actuary, shall be binding on the parties and the Arbitrator. In any negotiations over benefit increases under this subsection (e), and in any arbitration under this subsection (e), the parties shall be free to argue whether, and to what extent, if any, the decision to adopt any increases should take into account the present value of any future normal costs associated with that increase, and the effect of such increases, if any, on the Plan's projected status under the Pension Protection Act of 2006.

President’s Report continued

The following are the other amendments to the General Rules:

Section 3. Vessels Covered and Manning

In accordance with the requirements of Section 3 (c) of the General Rules requiring a mutual written agreement for any change in the manning scale in any department on any ship covered by this Contract, the SUP and the Company hereby agree to remove one (1) Ordinary Seaman billet from the *s/s Maui* and add one (1) Ordinary Seaman billet to the *m/v Mokihana*.

Section 8. Record of Days Worked and Overtime Hours

Add the following sentence to the end of sub-paragraph (c):

(c) Seamen dispatched from any West Coast, Hawai’i or Guam port to a vessel in an outport (foreign or domestic) shall be paid a minimum of a day’s wages and subsistence while traveling and continue on wages and subsistence until joining the vessel. Seamen returning to a vessel in an outport shall be paid a minimum of a day’s wages and subsistence while traveling. An outport is any port that does not maintain a hiring hall.

Section 11. Quarters and Equipment for Quarters

Add the following sentence to the end of sub-paragraph (e) (1):

(e) (1) Crewmembers joining a vessel shall, upon request, be issued a new pillow once per assignment.

Amend the second sentence in sub-paragraph (g) (1) to read:

(g) (1) These machines shall not be used for ship’s laundry when such use interferes with normal crew use or be used at any time by stocktenders.

Add the following sentence to the end of sub-paragraph (p):

(p) Where Matson maintains a LAN system the Company agrees to provide internet access on this computer in port prior to December 31, 2008.

Add the following sentence to the end of sub-paragraph (u):

(u) The Company agrees to pursue a wireless digital television solution for all vessels.

Section 12. Messrooms - Unlicensed Personnel

Add the following sub-paragraph (k) to Section 12:

(k) There shall be a microwave available to the unlicensed crew at all times in either the messroom or the lounge.

Section 13. Provisioning, Storing and Feeding

Add the following sentence to the end of sub-paragraph (e):

(e) The actual cost and sale price of Slop Chest items shall be posted.

Section 22. Explosives

Change sub-paragraph (c) to read:

(c) The straight-time rate for the handling of explosives shall be as per the ILWU/PMA agreement in effect at the time.

Section 31. Supplemental Wage Fund

Delete the following text from the end of sub-paragraph (b):

(b) *...and the employee is unable to return to the vessel.*

APPENDIX B			
TRANSPORTATION FARES			
SAN FRANCISCO TO:	<u>BART</u>	<u>Taxi</u>	<u>Total</u>
BART - West Oakland Station			
Oakland-Howard Street Pier	\$2.65	\$9.00	\$11.65
BART-Richmond Station			
L.U. Berth-Pasha Terminal	\$4.00	\$10.00	\$14.00
BART-El Cerrito Del Norte Station*			
Crockett	\$5.30	\$10.00	\$15.30
*use taxi or transfer to West CAT Route 11			
HONOLULU TO:	<u>Taxi</u>	<u>Total</u>	
Matson, Sand Island Terminal	\$18.00	\$18.00	
WILMINGTON TO:			
Matson Terminal, Long Beach	\$13.00	\$13.00	
SEATTLE TO:			
Matson Terminal, Seattle	\$9.00	\$9.00	

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

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

APPENDIX C – STORING LIST AND STANDARDS

(It should be noted that the Storing List had not been changed since 1970. Based on membership input, a new Storing List was agreed to.)

This Appendix C amended in 2008 will reflect minimum storing requirements and will include the following understandings:

By adopting this list, the parties agree there shall be no diminution of existing standards.

(1) Condiments, sauces and salad dressings in household sizes containers will be provided for use in the mess rooms. Traditional brand names to be maintained.

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

(3) Prime Rib will be served once a week at sea on a date determined by the Chief Steward. Cross rib roasts are not to be substituted for prime rib.

(4) Steak will be served “grilled to order” once a week at sea on a date determined by the Chief Steward. Steak shall include the following cuts: New York Strip Loin, Top Sirloin, Filet Mignon, and Rib Eye. The Chief Steward will determine which cut of steak will be served. Steak will be cut to a minimum of 3/4 inch thickness.

(5) Ham served for breakfast will be of a decent cut and ham steak will be served twice a month at the evening meal, and this shall not be served at the same time steak or prime rib is served.

(6) To the extent of being practical, all canned, dry, frozen and fresh frozen foods and products will be procured by U.S.A. vendors and union made products will have preference when available.

BAKERY GOODS:

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

DRY & HOT CEREALS:

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

JAMS, JELLIES, CONDIMENTS AND SPICES:

Honey, assorted jams and jellies will be available in mess halls at all times. Condiments and spices will be available in large selections to accommodate Chief Steward’s cooking and supply needs. In addition “Fat Free” or “Low Fat” salad dressings, and “Low Fat” mayonnaise will be available in mess halls at all times. Traditional brand names to be maintained.

CANNED TABLE FRUIT/DRIED FRUIT:

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

SUGAR & SYRUPS:

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

FRESH FRUIT:

A large variety of seasonal fresh fruit, melons and berries will be available each voyage. In addition, in the Port of Honolulu, fresh pineapples, mangoes and papayas will be made available when in season.

FRESH VEGETABLES IN SEASON:

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

DRIED & CANNED VEGETABLES:

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

FROZEN FOODS:

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

PASTAS:

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

BEVERAGES:

A variety to be provided of hot and cold beverages, such as milk, lactose-free milk, coffee, tea, cocoa, organic teas, and Kool-Aid type drinks. In addition a variety of 6-8 fruit and vegetable juices will be made available for crew.

SEAFOOD:

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

MEATS & POULTRY:

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

DAIRY PRODUCTS:

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

EGGS:

Fresh eggs will be purchased in adequate amounts every voyage. Quality grade shall be U.S. Grade “A”. In addition “Egg Beaters” or other cholesterol free egg products shall be provided every voyage.

FRYING/COOKING OILS:

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

MENU STANDARDS:

The Company acknowledges and agrees that the traditional West Coast menus for covering the three (3) meals each day shall be maintained or improved aboard ship in their respective fleets, whether owned, chartered or operated for the government. The menus for lunch and dinner shall consist of a first, second, and third entree. The Company agrees that the traditional holiday menus for Christmas, Thanksgiving, etc., shall be maintained.

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

The breakfast menu shall include fresh fruit items, hot oatmeal, eggbeaters per request, organic cereals, and yogurt.

continued on the next page

President’s Report continued

The lunch menu shall include a full salad bar in addition to the (3) three traditional entrees. One entree shall be offered as a healthy option. All efforts shall be made to prepare a low fat, low sodium, low cholesterol menu item.

The dinner menu shall include a full salad bar in addition to the three (3) traditional entrees. One entree shall be offered as a healthy option. All efforts shall be made to prepare a low fat, low sodium, low cholesterol menu item.

SUP WORK RULES

The SUP Negotiating Committee spent a considerable amount of time going over the Work Rules and incorporating proposals submitted by the membership. Some of the changes are clean-up language to reflect the one-man watch and for clarity. While headway was made on many issues, the Committee’s effort to clarify the 3 o’clock Knockoff (Section 9(b)) was countered by a company proposal that would have, in essence, forced sailors to actually buy time-off. The Committee rejected this reactionary proposal, leaving the 3 O’clock Knockoff status-quo.

The following are the Work Rule changes agreed to:

Section 7. Shorthanded

Add to (a): **“When a vessel(s) complement is short one or more AB watchstanders, one or more AB (watchstander/dayworker) shall be reassigned as AB watchstander for the duration of the voyage or until relieved by a replacement AB watchstander. AB’s (watchstander/dayworker) that are reassigned shall receive overtime pay for all watches stood on Saturdays, Sundays and holidays.”**

Section 10. Equalization of Overtime:

Add after the first sentence: **“Watchstanders are to be compared to watchstanders and dayworkers are to be compared to dayworkers for the purpose of meeting the requirements of this section.”**

The change to this section was requested by the company in light of the addition of language to 11(c) which follows, but as per past practice, the delegate and the bosun shall ensure that overtime is equalized for all hands as is practical.

Section 11. Overtime Payable

Add to (c): **“At sea, Day Men will be offered no less than eight hours overtime on Saturday, Sunday and holidays. Arrival and departure duties may be utilized to fulfill these minimums.”**

This change is a significant improvement to the agreement. The Negotiating Committee proposed the same for the watchstanders, but it was rejected by the company. As the membership will recall, the SUP was offered guaranteed overtime, at the members’ discretion, in bargaining with Matson in 2002 in exchange for the one-man watch system. The membership rejected this proposal, but was forced to accept the one-man watch system, without guaranteed overtime, during bargaining over the Kvaerner ships in 2003.

Section 11. Overtime Payable

Add to (d): **“On the one-man watch system during transocean, domestic, intercoastal and nearby foreign voyages, when the bosun and two AB’s are on daywork, an AB shall be knocked off at 4:00 P.M. each day and shall relieve the watchstanding AB on the wheel for supper relief. This supper relief shall be done without the payment of overtime. If dayworkers are required to relieve the wheel or the lookout for meal relief from below on weekends or holidays, they shall receive a one-hour minimum.”**

Section 11. Overtime Payable

Add to (g): **“In port, or at sea, where Sailors make their own coffee, a Sailor will be called out early and paid one half hour additional time for making coffee.”**

Section 11. Overtime Payable

Add to (i): **“When men are called from their watch below for the purpose of tying up or letting go, they shall not be required to do any maintenance work, painting, sougeeing, or stowaway search.”**

Section 14. Boatswain

Add new paragraph: **“The boatswain shall be required to stand by the windlass when mooring, un-mooring or anchoring. When relieved during this standby, he may only be relieved by a Sailor.”**

Section 17. Freighters – Sanitary Work

a. Amend first paragraph: **“No work except the safe navigation of the vessel is to be done after 5:00 P.M. and before 8:00 A.M. and on Saturdays, Sundays and holidays, except Bridge sanitary work when ordered by the Master or his representative which shall be done by a sailor after 8:00 A.M. Sanitary work done on Saturdays, Sundays and holidays shall be paid at the overtime rate.”**

b. Amend last sentence of the second paragraph: **“If ordered by the Master or his representative, windows aft of the wheelhouse doors are to be cleaned by a Sailor after 8:00 A.M.”**

c. Amend third paragraph: **“At sea, Sailors quarters and washrooms shall be cleaned by a Sailor and no less than 2 hours shall be allocated for such work, including Saturdays, Sundays and holidays between 8:00 A.M. and 10:00 A.M. If vessel operations (docking, undocking, etc.) preclude doing this work between 8:00 A.M. and 10:00 A.M., 2 hours shall be allocated between 8:00 A.M. and 5:00 P.M.”**

Section 18. Steering by Automatic Equipment

Amend the last sentence of (a): **“While the two-man watch is in effect.”** Amend the same sentence: **“The Helmsman may be seated on a stool with a backrest while on automatic steering, provided there is no curtailment of his view of necessary navigation equipment.”**

Section 18. Steering by Automatic Equipment

Add new paragraph (c):

(c) **“Aboard vessels having one-man watches, the helmsman is required to stand four-hour wheel watches. While the one-man watch is in effect, the helmsman may be seated on a stool with a backrest while on automatic steering, provided there is no curtailment of his view of necessary navigation equipment. While maneuvering or preparing to maneuver, off automatic steering for more than one hour, an AB/Dayworker will be called to relieve the helmsman. If an additional man is called for lookout on the bridge wing, the lookout and helmsman will exchange duties at hourly intervals. If the lookout on the two-man watch is on the bow for a period in excess of one hour, a third member of the crew shall be called out to perform the duties of a three-man watch, such as taking his turn at the wheel and standing lookout.”**

Section 19. Securing Cargo and Handling Gear

Add to third paragraph of (h) as follows: **“When Sailors are required to install prefabricated staging, they shall receive the cargo rate of pay and four sailors shall be used for this work.”**

Section 28. Spray-painting, Sandblasting and Waterblasting

Add new paragraph (c) **“When using equipment to waterblast (over PSI 4000), the straight-time cargo rate shall be payable during straight-time hours, and the regular overtime rate shall be payable during overtime hours.”**

Section 33. Handling Ship’s Stores.

Amend (a) and (b) as below. Add new paragraph (f).

(a) Deck Stores

Sailors’ may be required to handle deck stores and fresh daily stores (milk, vegetables, perishable items) on the dock and/or aboard ship. Delete: ~~If required to handle voyage stores on the dock and/or aboard ship, the Sailors shall be compensated at the overtime rate.~~

(b) Steward’s Stores

Vessel’s unlicensed Deck Department may be required to handle Steward’s stores on dock and aboard ship. They will carry stores to outside Steward’s store-rooms and ice boxes, but will not stow same. The vessel’s unlicensed Deck Department shall not be required to stow Steward’s stores. If Sailors are ordered to stow Steward’s stores, or hand-carry soiled linen, they shall be paid at the overtime rate for such work.

“If required to handle voyage Steward’s stores on the dock and/or aboard ship, the Sailors shall be compensated at the overtime rate.”

(c) Engine Stores

Vessel’s unlicensed Deck Department may be required to heave aboard heavy Engine stores to resting place on deck. Vessel’s unlicensed Deck Department shall not be required to stow engine stores. If Sailors are required to stow engine stores or handle, connect or disconnect bunker oil hose, they shall be paid at the

overtime rate for such work.

(d) Sailors will not be required to board trucks when handling stores.

(e) A minimum of two sailors shall be used in the operation of each existing stores crane.

(f) **“The company shall endeavor to have stores delivered prior to 1300.”**

Section 37. Arrival – Breaking Watches

Amend (b) as follows: **“It is agreed that if a vessel arrives between midnight and 8:00 A.M. and watches are broken, men who have stood a full watch or any part of a watch, shall be knocked off at 12 noon. No time-back shall be deducted when knocking off at 12 noon.”**

Section 42. Coffee Time

Add new paragraph (c): **“At sea, while on watch, the watchstanding AB’s shall have coffee on the bridge.”**

Section 44. Shifting Ship Gangs

Before the last paragraph add: **“A minimum of one (1) boatswain and nine (9) AB’s shall be employed when a vessel is being shifted without power to the winches or windlass.”**

Section 56. One Man Watch Vessels.

Add new section as follows:

a. **The one-man watch will be standard in all Matson vessels. At the Master’s discretion, additional persons may be called out to supplement the watch in accordance with the SUP Work Rules.**

During the course of negotiations it became apparent that the two-man watch system was not being adhered to on the Mainland-Hawai’i run but only on the China run. The SUP Negotiating Committee, after much deliberation, determined that having the one man watch system “in effect at all times” would result in more compensation for the gang as sailors would still be called out from watch below “in accordance with SUP Work Rules” (i.e. when the vessel is in handsteering (Section 18), lookout duties, pilot ladder duties (Section 36 and 37), anchor duties, etc.). Under the two man watch system, the dayworkers become watchstanders on straight time on the China loop. Going to the one man watch system “at all times” dayworkers would be paid at the O.T. rate for being called from watch below whether on the China run or any place else after 5 and before 8.

b. **As replacements are required for the vessels covered by this Section, the jobs shall be called as AB (Watchstander), AB (Dayworker) or Boatswain/ AB (Dayworker).**

SUP MAINTENANCE AND EXTRA MAINTENANCE AGREEMENTS

Term of Agreement:
July 1, 2008 through June 30, 2013

Wage Increases: Same as the Offshore Agreement

Based on proposals from the members and requirements insisted upon by the company the following sections of the Maintenance Agreement were amended:

Section 1.

The Sailors’ Union of the Pacific agrees to furnish to the Employers competent sailor maintenance men qualified and experienced in the performance of rigging, overhauling, replacing and renewal of hold ceilings and cargo battens and to do and perform any and all duties which require the services of experienced and trained able-bodied seamen employed under this Agreement between the Sailors’ Union of the Pacific and the Company.

The able-bodied seamen maintenance men when furnished to the Company will, in addition to the services hereinbefore listed, perform such other upkeep and maintenance work as the Company shall require.

For the Paint & Rigging Gang in Honolulu or for any other port that the Company establishes a steady maintenance workforce, the following shall be applicable upon ratification:

1. Rotating employees of the Paint & Rigging Gang shall possess a valid U.S. Merchant Mariner Document with an AB’s endorsement, a valid medical

President’s Report continued

card, a valid U.S. passport, and any other documents required by federal or state authorities.

2. To be eligible for dispatch to the Paint & Rigging Gang an SUP member shall have had 90 days seagoing employment on an SUP-contracted vessel during the 12 calendar months preceding the employment start date. Proof of seetime shall be presented at the time of dispatch.

3. If no member has the seetime requirement at the time of dispatch, the job shall be dispatched for ten (10) working days only.

4. Rotating employees with Class “A” seniority shall be dispatched for one calendar year of employment. Class “B” and “C” shall be dispatched for four (4) calendar months of employment.

Casual sailors employed by the Company shall not have to comply with the seetime requirement. All casual sailors shall hold a valid U.S. Merchant Mariner’s Document, a valid medical card, a valid U.S. passport and other documents required by federal or state authorities. Preference in employment, regardless of seniority, shall be for sailors with valid U.S. Merchant Mariner Documents, with an AB’s endorsement, a valid medical card, a valid U.S. passport, and any other documents required by federal or state authorities. Casual sailors shall be dispatched for no more than ten (10) working days.

Section 3. HOURS

(H) The Bosun shall be considered a steady employee. The term of employment for rotating employees of the gang shall be as described in Section 1.

Section 4. WAGES

(A) Effective July 1, 2008, the straight-time and overtime rates of pay for all maintenance employees hired and employed in accordance with the provisions of this Agreement shall be as follows:

Working Bosun

Straight Time	\$33.00
Overtime	\$53.55

General Maintenance Work

Straight Time	\$27.19
Overtime	\$45.09

Money Purchase Plan Daily

All Ratings	\$25.00
-------------	---------

(C) When spraying, sandblasting or high pressure (4,000 psi) waterblasting in enclosed spaces, there shall be an extra compensation of \$1.70 per hour paid to each employee engaged in this type of work.

(D) When spraying shellac in enclosed compartments, including holds of vessels, there shall be an extra compensation of \$1.70 per hour paid to each employee engaged in this type of work.

(F) Effective July 1st of each successive year of the Offshore Agreement between the SIU Pacific District and Matson Navigation Company, the straight-time and overtime rates shall be increased the same as the Offshore Agreement.

Section 6. VACATIONS

(A) Employees, who are members of the maintenance gang, shall be granted vacation pay at the rate of three days for each month worked. The maximum number of vacation days that can be taken shall be four weeks if the shoregang member has earned at least four weeks.

(1) Example: If the shoregang member has worked six full months, he shall earn eighteen days of vacation pay (three days per month) and shall be entitled to two full weeks of vacation pay during the vacation period.

If a vacation relief is ordered by the company, such relief shall be dispatched and have the same qualifications stipulated in Section 1. 1, 2, and 3. The vacation relief shall be dispatched for ten (10) working days. If the rotating employee returns from vacation in less than ten (10) working days, the vacation relief employment shall terminate.

Section 14. SEAFARERS’ MEDICAL CENTER

The SIU-Pacific District-PMA Seafarers’ Medical Center Agreement and Declaration of Trust dated July 23, 1963 shall be deemed a part of this Agreement. The Employers shall pay the Trust \$4.00 per manday of covered employment or the amount determined by the parties to be sufficient to pay current operation expenses of the Center.

Section 17. SICK LEAVE

When a rotating employee is on sick leave, if a relief is ordered by the company, such relief shall be dispatched and have the same qualifications stipulated in Section 1. 1, 2, and 3. The sick relief shall be dispatched for ten (10) working days. If the rotating employee returns from sick leave in less than ten (10) working days, the sick relief’s employment shall terminate.

It should be noted that during bargaining on the Maintenance Agreement, the company proposed several times to reduce the Honolulu Paint & Rigging Gang from eight to six sailors. The Negotiating Committee flatly rejected this proposal as unjustified.

In the Extra Maintenance Agreement and Appendix “A” of the General Rules, the following was added:

The Company agrees to use SUP standby shore support on the West Coast for a minimum of 1,300 mandays during each of the following periods:

- July 1, 2008 to June 30, 2009
- July 1, 2009 to June 30, 2010
- July 1, 2010 to June 30, 2011
- July 1, 2011 to June 30, 2012
- July 1, 2012 to June 30, 2013

The agreements negotiated with Matson are the best in the industry. The SUP Negotiating Committee comprised of Brothers Paul Fuentes, Noel Isumaru, Trev Motlow, Rich Reed and Arthur Thanash unanimously recommends membership ratification.

The Negotiating Committee deserves special recognition from the membership as their efforts in this long and sometimes tedious process were outstanding. Also deserving recognition are SUP Business Agent Bill Berger who provided invaluable input on the Work Rules and Knud Andersen who kept the day-to-day business of Headquarters running smoothly. In Honolulu, the support of ILWU Local 142 and the Inlandboatmen’s Union were critical as was the public relations campaign mounted by SUP attorney Charles Khim at the direction of your secretary.

GLOBAL GATEWAY CENTRAL

On June 26, SUP Shoregang Bosun Norman Kwak was notified by Steve Larripa, Maintenance and Repair Manager for APL’s Global Gateway Central (formerly Middle Harbor Terminal) that because ZIM Line had stopped using the terminal resulting in only one ship calling at the facility every week, the company desired to reduce the SUP gang from four sailors to three effective June 28.

Your secretary called Mr. Larripa and stated that the number of sailors in the SUP gang was stipulated in the collective bargaining agreement and could not be reduced without bargaining.

In conjunction with MFOW President Anthony Poplawski, who also received a request to reduce the MFOW Shoregang, demanded a meeting to discuss the situation. On July 1, along with Brother Poplawski, Brother Kwak, MFOW Vice President Bill O’Brien and MFOW Leaderman “Cajun” Callais, met with APL Maritime, Ltd.’s new Director of Labor Relations, Captain Bill Mahoney; APL Labor Consultant Jerry Carbiener; Eagle Marine’s Director of Terminal Operations, Steve Hessenauer; and Larripa at the terminal.

The terminal was like a ghost town with no ships in, a dearth of containers and few people working.

Hessenauer painted a grim picture of the current status of the terminal. With ZIM leaving and APL deciding not to make Oakland the first port-of-call for its C-11 class ships plus the overall downturn of the American economy, he stated the terminal is losing approximately \$2.1 million a month. Therefore, the company needed to reduce its workforce until new tenants can be found and cargo volumes increase.

As a result of the discussion, the MFOW came to agreement on a temporary reduction of its gang, but the SUP could not reach agreement due to the company’s insistence that one sailor be permanently removed from the gang. It should be noted that in addition to the MFOW layoffs, 31 ILWU members from Locals 10, 34, and 91, one IAM mechanic and three company supervisors have been laid off.

On July 7, the SUP again met with the company. In attendance for the company were Mahoney, Carbiener, Larripa and Gus Fashanu, Terminal Labor Relations Manager. The Union was represented by Vice President Dave Connolly, Brother Kwak and your secretary. After considerable discussion it was reaffirmed that the SUP gang would remain at four sailors, but for three months —until October 12— sailors shall be employed on a 32-hour week basis with vacation and sick reliefs in full force and effect. A Memorandum of Understanding, subject to membership approval, was signed on July 9. Prior to October 12, the SUP and APL will review the status of the terminal as the memorandum can be voided by either party with 30 days notice.

WATSON-CLASS LMSRs

On June 30, the Military Sealift Command (MSC) issued an amendment to its Request for Proposal (RFP) to those companies that have submitted bids to operate eight Watson-Class Large Medium Speed Roll-On/Roll-Off (LMSR) vessels. SUP-contracted Matson and Patriot are among the bidders.

The amendment basically stated that the bids submitted were too high on the labor side. It should be noted that the SUP, MFOW and SIU-A&G worked together to formulate total crew costs per job rating that were identical, with the respective Unions having the right to allocate monies as they saw fit. On the licensed side the MM&P, MEBA and AMO did the same thing.

Now the cash-strapped U.S. military is dictating the terms of collectively bargained agreements, which is an outrage. Specifically, MSC has stipulated that vacation days for vessels in Reduced Operation Status (ROS) shall be no more than 1.5 days for every 30 worked.

In the amendment MSC also addressed what it called the “false impression that the majority of the vessels would remain in reduced operating status for the next ten years.” In an attached form to the amendment, MSC estimated a large number of Full Operating Status (FOS) mandays, increasing in each of the five years. It appears now that while MSC is estimating two ships in FOS status at the outset, it also envisions most if not all ships in FOS by the end of the contract.

The amendment also pegged total crew costs to the Consumer Price Index in years 5 through 10, through a new process called Economic Price Adjustments. On July 7 the MSC put out another amendment, its 16th, which deleted the Economic Price Adjustment formula, and limited the contract to one year firm with four one-year options to begin with the delivery of the first of the eight ships. The government also reserved the right to extend the contract if necessary.

Finally, according to the amended RFP the contract would include a three-week familiarization period for all ships with the exception of the *USNS Sisler*, which is scheduled to load cargo on September 2, 2008. Unless otherwise directed, a full crew is required to be aboard this ship not later than August 28, 2008.

Matson and Patriot indicated that MSC wants bidders to submit amended proposals by July 22.

READY RESERVE FLEET

Effective July 28, there is a 3% increase to wages and wage-related items (overtime, penalty-time, supplemental benefits) on all Ready Reserve Force vessels operated by Matson and Patriot Contract Services for the Maritime Administration.

Recommend that the increase be allocated to wages and wage-related items.

TRIP OFF PROCEDURE

There have been several inquiries recently regarding the trip off procedure —Shipping Rule 56 of the APL and Matson agreements.

For clarification, all Class “A” seniority members must take a mandatory trip off during their 200 days of employment. For foreign voyages, one trip regardless of duration. For coastwise voyages (i.e. the Mainland of Hawai’i), at least 30 days. For coast-

continued on the next page

President's Report continued

wise voyages, it is the number of days that count not the voyages or trips.

A Class “A” member must take a trip off prior to reaching 170 days of employment. If a member does not want to take a trip off, he/she must quit the vessel on or prior to the 170th day of employment.

It should also be noted that a sailor requesting a mandatory trip off shall notify IN WRITING the deck delegate and chief officer prior to the ship’s arrival. For practical purposes this means that the relief sailor shall be dispatched to turn-to the day after the vessel arrives.

There are no trip offs on the APL vessels operating off the East Coast as they are covered by “shuttle ship” rules (Shipping Rule #8).

BANE & TULENKUN:
UPDATE

As reported in April and June, the SUP filed a motion with the U.S. District Court for the District of Hawai’i to compel SUP member Sufuluono Bane to pay the SUP reasonable attorney’s fees and costs in her frivolous lawsuit against the Union which alleged racial and gender discrimination.

On May 8, Magistrate Judge Barry Kurren recommended to District Judge J. Michael Seabright that the motion for attorney’s fees be denied. On May 28, Union attorney Charles Khim filed a motion that challenged the Magistrate’s recommendation. This was reviewed by Judge Seabright without deference to Magistrate Kurren’s recommendation.

On June 30, Judge Seabright upheld Judge Kurren’s decision denying attorney’s fees to the Union. Based on the opinion of Mr. Khim and other attorneys, an appeal of Judge Seabright’s decision to the Ninth Circuit Federal Appeals Court in San Francisco is very unlikely to succeed as well as being costly. Based on the advice of the legal experts and to be prudent with the Union’s resources, the SUP will not appeal.

As reported last month the SUP filed a detailed, multi-paged “Bill of Costs” request with the Clerk of the U.S. District Court for the District of Hawai’i for the expense the Union incurred for the deposition transcripts of SUP member Sefuluono Bane, SUP member Clifford Lopes and non-member Jerry Yahiku. There was no opposition from Bane to this request and on May 29, the court granted the “Bill of Costs” in the amount of \$2,300. However, on June 2, Bane

filed an opposition to the “Bill of Costs” that was issued.

On June 27, Magistrate Kurren denied Bane’s opposition and ordered her to pay the \$2,300 in costs. As of today’s meeting, this amount has not been paid.

Also pending is a lawsuit Bane and SUP member Ruta Tulenkun filed after being granted the right to by the U.S. Equal Employment Opportunity Commission on December 31, 2007, charging race and gender discrimination by the Union, Honolulu Branch Agent Mike Duvall in his official capacity and your secretary in his official capacity.

LONGSHORE HOLIDAY

SUP hiring halls on the West Coast will be closed on Monday, July 28, in observance of an ILWU holiday (Harry Bridges’ birthday).

In accordance with the collective bargaining agreements with APL and Matson, it is a holiday for all company vessels in West Coast ports and for sailors employed under the APL and Matson Maintenance Agreements. It is also a holiday for run boat operators employed by the San Francisco Bar Pilots. It is not a holiday at sea or in Hawai’i.

CALIFORNIA LABOR
FEDERATION

The 27th Biennial Convention of the California Labor Federation, AFL-CIO, will be held in Oakland on July 22, and 23. Recommend that Bill Berger, Dave Connolly, Berit Eriksson, Diane Ferrari, Terry O’Neill and your secretary be designated delegates from the Sailors’ Union.

ACTION TAKEN

M/S to ratify the Matson Agreement. Carried unanimously by standing vote, 59-0.

M/S to ratify the amendment to the APL Shoregang Agreement. Carried unanimously.

M/S to concur with the allocation of the RRF wage increase. Carried unanimously.

M/S to elect the delegates nominated by President Lundeborg. Carried unanimously.

M/S to concur in the President’s report. Carried unanimously.

Gunnar Lundeborg

Vice President's Report

July 2008

MATSON NEGOTIATIONS

The SUP Constitution begins with a broad declaration of principles expressed in terms of fundamental rights. First among these rights “is the right of each member to receive fair and just remuneration for his/her labor.” In these negotiations the Committee addressed this right by first by responding to the membership’s articulated need for better income stability—a more consistent wage necessary to pay consistent bills. And thus we have some new overtime guarantees, protecting some income from the whims of management or the particular problems of a particular ship. But in remuneration nothing could be more unfair and unjust than a two-tiered wage system for the same work by the same members. Yet that is what the *Manukai*-class of ships was to us—an injustice both because of the union-busting threat to outsource the fleet and a glaring reminder of the sacrifices we made to maintain Matson as vessel owner and operator. Fittingly, it was those ships—the *Manukai*, the *Maunawili*, the *Manulani*, the *Maunalei*—(and the *R. J. Pfeffer*) which by smooth operation in the China trade put the Company in a strong financial position at the bargaining table despite weakness in the Hawaiian economy. Matson can afford it, we claimed over and over, because the China volumes were strong, rates had risen, and because this heretofore Jones Act only operator Matson had succeeded in becoming a niche-player in the trans-Pacific trade dominated by behemoths such as Maersk and APL. We demanded that the Company now recognize our dedication to the China venture by abolishing the two-tiered wage system. Everyone should understand that in the collective bargaining business, such systems are very difficult to eliminate once started. In fact, there is a clear trend in the airline and automotive manufacturing industries, for example, not simply to retain them but to expand them beyond wages to benefits and seniority. We, however, have a fundamental right to fair and just remuneration.

The Committee and the membership should be extremely proud that what was known as the “parity” issue was in fact a wrong that we righted. It is the centerpiece of the agreement because it heals the financial and psychic damage of the 2003 *Manukai* concessions where we paid for new ships. We preserved the work first and now restored the wage. It means that the SUP has not only withstood the storm of an outsourcing threat to its main line ships, not simply emerging intact but actually in better shape than before. Such conditions are not bestowed upon us by a benevolent employer feeling generous. It was produced by the work of sailors on the decks of Matson ships, on the docks of Matson terminals, and at the bargaining table where the Committee was informed on the will of the membership. It was made by members that know how to stick together when it’s important and it is a collaborative masterpiece because we deserve it and because it is our right.

SHIPS CHECKED

Arizona Voyager: Delegate John McAuliffe. Checked in via telephone while in rare layup status in Pascagoula. Short-handed Chevron ships should inform SUP HQ immediately.

Manukai: Delegate Micheal Soper. Unanimous support for new contract.

Manoa: Delegate Volkert Lolie. Gang in full support of new contract.

APL Philippines: Delegate Pedro Guerrero. In at Oakland. No problems.

APL Korea: Delegate Diane Ferrara was relieved by Dale Gibson. At anchor where there is no regular launch service and where the ship has not cleared customs is not considered a regular anchorage that requires breaking watches.

Cape Jacob: Delegate Gypsy Tarricone relieved by Ben Hulsey. Clarifications on watchstanding and foreign articles. Bosun Marc Reed and the gang did a fine job readying the ship for sea from the Portland yard. Now engaged in cargo ops in three Far East ports.

USNS Hayes: Delegate Dennis Belmonte. Handling washer/dryer issue.

USNS Waters: Delegate Joel Schor. Full crew called back on July 17. Wheel-house chair still being pursued. No adequate answer from the Company to report.

Cape Gibson: Delegate . Underway for RIMPAC exercises.

Cape Girardeau: Delegate Mark Relojo. Ship finally secured for deep layup in the boneyard at Suisun Bay.

Foss Maritime Company: Delegates Mike Worth, Mel Jackson and Tom Tynan met with me on July 1 to discuss all issues. Chief among them is the deployment of new equipment in the Bay. Unanimous agreement to continue to insist on the “equal number” methodology of boat assignments laid out in Section 1 and 26. Also discussed mileage reimbursement rate increased July 1, 2007 to \$0.57 per mile.

Dave Connolly



The SUP Negotiating Committee that bargained with Matson: from left in front: Rich Reed, Arthur Thanash, Noel Itsumaru; in back: Paul Fuentes and Trev Motlow.

Record of SUP Shipping					
July 2008					
	Hdqs	Seattle	Wilm	Hono	Total
Bosun	7	2	5	0	14
Maint. Man	2	0	0	0	2
A.B. Dayworker	0	0	3	4	7
A.B.	17	12	9	4	42
O.S.	2	1	3	0	6
Standby	8	4	55	12	79
TOTALS	36	19	75	20	150

SUP Branch Reports

Seattle

June 16, 2008

Shipped during the period: 2 Boat-swains jobs shipped and filled with 2 A-members; 8 Able Seaman jobs shipped to: 2 A, 4 B, 1 C and 1 D registrant; 1 Ordinary Seaman and 8 standby jobs filled with 5 A, 1 B, 2 C and 1 D registrant.

Registered during the period: 9 A cards for a total of 27; 11 B cards for a total of 29; 4 C cards for a total of 10.

Ships Checked

President Polk called in New York. There are some concerns with transportation from the gangway to the gate in Norfolk and we will discuss this issue with the company. The Matson ships *Manoa* and *Kauai* in twice with little or no problems.

The *Watters* in the yard in Swan Island. Questions brought topside regarding a wheelhouse chair and penalty meal hours. Joel Schor is the SUP delegate and he did an excellent job presenting these issues to the Captain. The Captain stated that he has no objections and that if the company agrees with the union positions he will move to implement them.

I met with Indonesian Seaman's Union President Mr. Arkady during a meeting with the King County Labor Council and the Port of Seattle regarding crew members' welfare aboard the cruise ships calling in this port. The SUP along with King County Labor Council Executive Secretary Dave Freiboth backed up ITF representatives Jeff Engels and Lila Smith along with Arkady as they attempted to get phone and email access to these mariners while alongside the dock in the Port of Seattle. Port of Seattle staff was very cooperative in assisting us and they will research how this may be accomplished.

I attended the Puget Sound Area Maritime Security Committee meeting; the King County Labor Council meeting; a meeting with Senator Patty Murray who is a strong supporter of the U.S. Merchant Marine and a United Way Labor/management function.

Vince O'Halloran, Branch Agent

Wilmington

June 16, 2008

Shipping during the period: 5 bosuns, 10 ABs, 4 ABD, 1 STOS, 1 OS, 45 standbys, for a total of 66.

Registered stand at: 38 A cards, 23 B cards, 4 C cards.

Ships Checked

Manukai, Singapore, Manulani, Philippine, Maunawili, China, Maunalei, Korea, Pfeiffer, Thailand, Mahimahi and Matsonia.

I worked with the L.A. Harbor coalition putting together our Labor Day event. In L.A. Labor Day is a time for labor to talk and politicians to hear our thoughts. So we invite all politicians to attend and hear first hand what the biggest voting block in the United States (THE WORKING CLASS TAXPAYERS VOTE) has to say. After all they will listen to the lobbyist. So why not the voters? Be bold brothers you tell them what you want them to do for your vote; don't let them tell you how to vote. They work for us; we are not their fools. Well, not me anyway. We laugh and joke about how lying is part of the job of a candidate. It is common to say you have to vote for the lesser of the two evils. Think about it brothers, by this saying we acknowledge that they are both evil. So no matter who you vote for, evil wins. It's time to stop prostituting our vote and back a labor candidate and give him the power of our right to hold a general strike.

Brothers, down here in Wilmington the last Friday of every month we show a labor history movie and or informational documentary. The best vote is cast by a man who studies history so he will not make the mistakes of the past.

Brothers, we have a new contract so let us be the workers that our Union say we are. As always yours in struggle,

Paul Calais
Branch Agent

Honolulu

June 16, 2008

During the month of May, dispatched the following: 2 AB maints, 5 ABW, 1 ABW relief, 3 ABD, 1 ABD relief, 1 ABD return. These jobs were filled by: 4 A members, 7 B members and 2 D registrants. Also shipped 49 standby jobs filled by: 7 A members, 17 B members and 25 C members, for a total of 62 jobs shipped.

Registered during May: 9 A members, 5 B members, 1 C member and 2 D registrants. To date, registered are: 14 A members, 9 B members, 8 C members and 2 D registrants, for a total of 33 registered members.

Ships Checked

Maunkai, Matsonia, Manoa, Maunalei, Manulani, Mahimahi, Maunawili, Kauai, and Mokihana. All with few or no beefs. Painting & Rigging gang running smooth with Monte Kalama as bosun.

The June Hawai'i Ports Maritime Council meeting was cancelled because many affiliated Unions were in contract negotiations.

On June 20, attended the Dave Lyman memorial Scholarship fundraiser at the pier 10 passenger terminal. Large turnout for a good cause. Would like to thank *Manoa* master Pete Webster and the crew for the use of their donated tickets.

On June 30, attended Neil Abercrombie's birthday fundraiser. Congressman Abercrombie is a strong supporter of the U.S. Merchant Marine and good friend of organized labor. During this event, I received a phone call from SUP Headquarters saying that the Negotiating Committee hammered out a tentative agreement, subject to membership ratification, with Matson Navigation Company.

The Honolulu membership would like to thank the Negotiation Committee (Art Thanash, Rich Reed, Trev Motlow, Paul Fuentes, Noel Itsumaru), President Lundeborg and Vice President Connolly for their hard work, time and effort.

Mike Duvall, Branch Agent

San Francisco Business Agent

July 14, 2008

Visited and paid off the following ships:

Kauai— Jim Clay, delegate: Last trip; will be getting off in Honolulu. No problems or disputes.

Mahimahi— Mike Arceo, delegate: Running coastwise: San Francisco, Los Angeles and Honolulu. Matson agreed not to supply their ships with paper goods from the Orient.

Manoa— Volkert Lolies, delegate: Coastwise; in good shape.

Mokihana— John Hamann, delegate: Returned from a trip off. Passed the Negotiating Committee report to the gang. It was well received from the gang. Questions were asked.

Moku Pahu— Steven Meyer, delegate: Voyage pay off. In from a trip to Korea and Honolulu with sugar to Crockett. The next voyage will be a load of rice to Puerto Rico, then to Mississippi and a load of grain for Guatemala, then back to Honolulu for sugar.

APL Korea— Diane Ferrari, delegate; Tom Larkin, bosun, got off in Los Angeles: Diane always does an outstanding job. No disputes, good deck crew. Voyage pay off.

APL Singapore— Nestor Alarcon, delegate: Voyage pay off. Squared away disputed penalty meal hour. Bosun taking a relief trip.

USNS Hayes— At Cape Canaveral, had a call from the bosun. Squared away beef, fixed dryers and ordered towels and pillow cases.

Worked in the front office.

Bill Berger

ATTEND YOUR UNION MEETINGS

Croatian master sentenced over dubious drug charges in Greece

Captain Kristo Laptalo was sentenced to 14 years in prison on July 17, over a contentious verdict of drug smuggling after spending almost a year in custody in Greece. Two other crew members were released.

The captain and mate of the Belgian-owned, Bahamas-flagged reefer *Coral Sea* were arrested at the Greek port of Aigion in July 2007, after 51.5kg of cocaine was found in the ship's cargo of bananas. The cargo had been loaded in Ecuador and part of it had been discharged during a call in Italy. Aigion had not been on the ship's itinerary when it sailed from Guayaquil.

Industry sources reported at the time that the Greek Coast Guard seized the ship after a tip-off. The captain and crew denied any knowledge of the drugs, and in November Laptalo's lawyer said he was confident of an acquittal.

At this month's trial, testimonials were given to Laptalo's good character, and the Aigion harbormaster, a witness for the prosecution, said he did not believe that Laptalo and two members of his crew could have hidden drugs on the ship. The mayor of Dubrovnik has repeatedly appealed to Croatian President Stipe Mesic to intervene on Laptalo's behalf.

The International Transport Workers' Federation (ITF) said in a London press release that the verdict was "unexpected and impossible to reconcile with the evidence heard in court". "This is not a proud day for Greek justice," said ITF general secretary David Cockroft.

Predrag Brazzoduro, the Croatian transport worker's union representative and ITF Croatia coordinator, called the verdict astonishing. "We were all shocked when Captain Laptalo was found guilty of something that he couldn't control," he added. "The court has sentenced a 59-year-old man to spend most of the rest of his life in jail solely on the basis that he was the captain, so must be guilty."

“ The test of our progress is ... not whether we add more to the abundance of those who have too much, it is whether we provide enough for those who have too little. ”

President Franklin Delano Roosevelt

SUP members join pension ranks

The following SUP members joined the rank of pensioner, bringing the total number of SUP members to 612:

James W. McGee, 66, Book No. 6461, joined SUP in 1967, 20 years seetime.

Carl J. Orange, 65, Book No. 2469, joined SUP in 1968, 12 years seetime.

John L. Thompson, 80, Book No. 3056, joined SUP in 1990, 9 years seetime.

Dispatcher's Report	
Headquarters—June 2008	
Deck	
Bosun	7
Carpenter	0
MM.....	2
AB	17
OS	2
Standby	8
Total Deck Jobs Shipped	36
Total Deck B, C, D Shipped	13
Engine/Steward	
QMED	0
Pumpman	0
Oiler	0
Wiper	0
Steward	0
Cook	0
Messman	0
Total E&S Jobs Shipped	0
Total E&S B, C, D Shipped	0
Total Jobs Shipped - All Depts. ...	36
Total B, C, D Shipped-All Depts. .	13
Total Registered "A"	62
Total Registered "B"	47
Total Registered "C"	4
Total Registered "D"	8