

Official Organ, Atlantic & Gulf District, Seafarers International Union of NA

YOL. XII

NEW YORK, N. Y., FRIDAY, JANUARY 27, 1950

Doing SIU Job Means More Jobs For The SIU

Waterman Steamship Corporation has just received the green light from the Maritime Commission, and will attempt to expand its operations in the coastal and intercoastal trade. If Waterman is successful, it will mean more SIU-contracted ships in service and more jobs for Seafarers.

The coastal and intercoastal runs are the toughest in the business, because ships not only compete with each other but with the railroads for the country's freight traffic. For that reason, all crews are urged to maintain their usual efficiency aboard these ships. See to it that none of these vessels is delayed in sailing for any reason.

These vessels work under the best conditions in maritime, and the crews are backed by the most rigidly-enforced contract in the industry. If any beefs develop at sailing time, don't hold up the ship-bring them to the attention of SIU officials at the next SIU port.

Under no circumstances are these vessels to be delayed or forced to sail short-

Seven More Sign Welfare Plan; Others Indicate Full Agreement

contracted operators have sign-major contracted operators. several others have given verbal 52 operators to bring about sign- and that added expenses are assurance they will participate ings of the general outline of more than made up by efficient in the program, though formal the Plan, the Negotiating Com- workmenship. signing hasn't taken place. The mittee has begun conferences on seven new companies signed specific details of the plan, such ier are: Waterman Steamship bring to 16 the total number of as the types of benefits, the Corporation, A. H. Bull Steamcompanies agreeing to the new pact, which calls for employer contributions of 25 cents for each eligibility and the manner in train Lines, Incorporated, Conman for each day worked.

With the signing of the original 9 operators, the SIU became the first maritime union on the Atlantic and Gulf coasts to win a welfare plan paid for entirely by the operators.

At meetings hald during. shipowners has evaporated, the that although the fund would be ations as they occurred. Negotiating Committee reported, making the signing of others but a matter of scheduling meetings. Those signed during the past two weeks are: Mississippi Shipping Company, Ponce Cement Corporation, Oro Navigation Company, Carras Steamship Company, Standard Steamship Company, Strathmore Steamship Company and Dolphin Steamship Company.

Among those who are on the

Check Sailing Time

Don't depend on guesses or rumors. Before going ashore. take a look at the sailing board so you'll know when your ship is scheduled to leave port. If the time is not posted, ask the Delegates to find out the correct departure time from the Mate.

In any event, don't leave the ship until you know when you're due back aboard. You'll save yourself and your shipmates a lot of trouble by checking with the proper sources,

assumed by a three-man com- Steamship Corporation. financed entirely by the operators, it is to be jointly administered.

Negotiations for an employerpaid Welfare Plan first began on December 2, when a joint meeting of the SIU and the shipowners was held in New York. At that meeting the Union presented the shipowners with its proposal, which was to go into effect on January 1. In contracts signed to date the employers have all agreed to begin payments as of January 1.

Following the initial meeting, the SIU Negotiating Committee met with individual operators, breaking the ice early this month when 9 operators agreed to the proposed set-up.

operators for the purpose of a irksome, the Census Bureau has welfare plan during the life of prepared a form containing only the SIU's two-year contract was 26 questions, most of which can edges, and will be sealed by inmade possible by the exclusive be answered by check marks. dividuals after filling them out, tract to be reopened for the need be taken by any crew- mailing. discussion of wages at any time. member in answering his ques-

In reporting on the success tionnaire. to date, the Negotiating Com-

NEW YORK—Seven more SIU- verge of signing are several who through their efficiency have shown the operators that ed the SIU Welfare Plan and Apart from meetings with the it pays to deal with SIU crews,

> The 9 shipowners signed earlamounts which will become pay- ship Corporation, Seas Shipping able and the requirements for Company (Robin Line), Seawhich the fund will be admin-struction Aggregates, Seatraders, Incorporated, Cuba Distilling . According to present plans, ad- | Corporation, South Atlantic ministration of the Fund will be Steamship Company and Alcoa

mittee, one representing the Un- The Negotiating Committee ion, one for the operators and stated that the membership one impartial member. This pro- would be kept informed of all by the SIU. The NLRB three past two weeks a good deal of posed committee is the out-devolopments affecting the progthe hesitancy on the part of growth of the union's demand ress of the welfare plan negoti-

NLRB Puts Crusher On CTMA's Desperate For Recognition

The National Labor Relations Board has issued CTMA's death warrant! In a letter to the SIU. CTMA and Cities Service on January 19, the Washington office of the National Labor Relations Board denied the Cities Service sponsored "union" a review of its request for certification as bargaining agent for seamen on seven Cities Service ships. The decision, in effect, means the death of CTMA.

In squelching CTMA, the National Labor Relations Board went down the line with the New York Regional Director's decision to refuse CTMA

a hearing and his opinion that? probable cause exists to issue 19 letter is the NLRB's answer a complaint in behalf of the SIU's charges of unfair labor practices by the company.

The NLRB letter pointed specifically to the unfair labor charges pending against the employer and to the SIU claims that the company violated the Labor Management Act in at least two instances:

1-by the formation of a company union, and

2-by refusing to bargain collectively with the SIU as the duly certified representative of Maritime Union. the company's tankermen.

To the SIU and the men aboard the company's 16 tankers, the decision removes the last possible legal maneuver by both the company and CTMA, clearing the way for a showdown, either through peaceful collective bargaining talks or a tie-up of the ships.

ELEVEN DAYS

CTMA's intervention in the case came eleven days after the SIU was certified as the representative for tankermen aboard nine of the company's tankers. The SIU had already received certification for the company's other seven ships.

On December 13, CTMA filed a petition to the New York NLRB asking certification for seven ships, those won in 1948 days later rejected the petition, but gave CTMA ten days to appeal the decision. The January

to CTMA's appeal.

The NLRB order rebuffing CTMA's attempt to gain legal recognition coincides with earlier NLRB set-backs given Cities Service's two other sponsored "unions," the Unlicensed Employee's Collective Bargaining Agency of Cities Service Oil Company and the American Tankermen's Association, both of which were declared illegal by court orders. The two unions were created to fend off organizing drives by the National

Cities Service Story

After more than three years of battling through the NLRB and the courts, the showdown with Cities Service nears. The near future will bring to a climax the campaign waged by the SIU to bring union conditions and security to the men of the Cities Service ships.

The full story of the SIU's efforts to organize the company and the company's stubborn refusal to cooperate is told in this issue of the LOG in a special section beginning on page 3.

Due to the length of this section, the LOG regretfully had to omit the Branch Agents' reports. But they'll be back in the next issue.

Census Bureau To Count Seamen On Ships

can flag merchant ships will be crewmen of merchant vessels in ington for tabulation. included in the 1950 Population American ports on that date will Census even though their ves- answer the complete list of quessels are on the high seas or in tions. foreign ports.

The Bureau of the Census, with the cooperation of the maritime unions and the ship operators, will provide personnel of all merchant vessels plying the high seas, coastal waters States. and the Great Lakes with shortform questionnaires to be filled to be kept in strictest confidence, out on April 1, 1950.

The calling together of the out questionnaires from being ulation.

Personnel of vessels at sea or mittee noted that the reason the in foreign ports on April 1, shipowners have offered no ma- when the Census of Population ports to the Census Bureau. They be credited to the SIU crews, answer only the first nine ques- sealed, until they are returned island possession.

Seamen employed on Ameri- tions of the form. Officers and to the Census Bureau in Wash-

Officials of the Census Bureau have stressed the fact that answers given in the questionnaire will be used only for the purposes intended-that is, to count the population of the United

Answers given by seamen are and cannot be used for purposes To prevent the job of filling of taxation, investigation, or reg-

The Seamen's Census forms

They will then be returned to the Master of the ship who will mail them to the ship's operator. The latter will forward the re-

Fishing vessels and craft plying the inland waters other than the Great Lakes will not receive the questionnaires. Their officers and crews will be counted at their shore lodgings by the appropriate local census taker.

In general, the type of questions to be asked of merchant ship personnel will be limited to citizenship, age, marital status. armed forces service, occupation, employment, education, salaries and wages.

Arrangements have been made by the Census Bureau and the are equipped with gummed Maritime Commission to have the questionnaire forms placed in the hands of Masters of the SIU provision allowing the con- Thus only a few minutes time just as an envelope is sealed for ships by April 1, whether the ship is at home or abroad.

The forms will be mailed out in ample time to be available on a vessel, whether the vessel is underway to port, at a foreign port or United States mainland jor opposition to the plan is to will be taken, are required to will not be opened, after being harbor, or in a US territory or

SEAFARERS LOG

Published Every Other Week by the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA . Atlantic and Gulf District

Affiliated with the American Federation of Labor At 51 Beaver Street, New York 4, N. Y. HAnover 2-2784

Reentered as second class matter August 2, 1949, at the Post Office in New York, N.Y., under the Act of August 24, 1912.



A House Divided

For some mysterious reason, the Marine Division of the Cities Service Oil Company refuses to recognize the Union of its employee's choice and sit down with it in collective bargaining negotiations.

We say "mysterious reason" because other subsidiaries of Cities Service, like its refinery division and its utility sections, long ago recognized the principle of collective bargaining and therefore enjoy amicable labor relations.

In view of the fact that vast numbers of Cities Service employees throughout this sprawling, giant corporation are covered by union contracts, arrived at through man-to-man negotiations across the conference table, the Marine Division's archaic tactics apparently do not appear to be the policy of the parent company.

With seemingly fanatical stubborness, the Marine Division has rejected the demands of its seamen for recognition as a unit. The big question is "Why?"

All we can do is ask it. The answer should be supplied by the Cities Service Oil Company, which is facing the consequences of the unrealistic policy laid down by one of its subsidiaries.

The Marine Division of the Cities Service Oil Company does not have a solitary support for its stand in opposition to the wishes of its employees, who twice voted overwhelmingly for respresentation by the Atlantic and Gulf District of the Seafarers International Union. Nor can it legally or otherwise deny its obligation to bargain collectively with the Union which has been awarded bargaining rights for the tanker fleet.

The Congress of the United States enacted a law to govern labor-management relations. Whether Cities Service likes it or not, it should recognize that it is not exempt from the provisions of the labor law that other sections of industry abide by.

Without a legal leg to stand on, and this incapacity even the most hardened labor-hater in the company's Marine Division must admit, Cities Service is precipitating a situation that would be a distinct disservice to its own stockholders and the public.

A strike against the company would naturally have far-reaching effect. The Union would prefer to resolve the situation peaceably, in collective bargaining conferences.

But so far the Marine Division has shut the door on any such conferences. The SIU has complied with every legal requirement necessary for obtaining a contract. Organized labor, the Seafarers included, always refrains from using the strike weapon, except as a last resort.

Certainly the Union has demonstrated a far greater public consciousness than the company has.

If the Marine Division of CS has a public consciousness, and if it has any respect for the nation's laws, it certainly has shown no evidence of them.

There is something mighty strange about the actions of this subsidiary of utility empire that otherwise seems to go for good labor relations. Maybe if it were jerked out of the dark alley it appears to be operating in, everybody would understand how come.



Seafarers Members Now In The Marine Hospitals

BALTIMORE HOSPITAL

- D. H. BRUNIE
- A. TANSKI C. S. PUGH
- S. BOJKO F. W. CHRIST
- G. A. CARROLL
- E. K. BRYAN
- D CATALE
- J. SHEA J. C. HENSLEY
- F. KORVATIN
- P. E. DARROUGH
- E. F. PAUL
- L. YARBOROUGH
- E. HARRISON
- J. JUDAH
- J. E. McCOMAS A. MASTERS.
- G. WILLOUGHBY
- R. O. MELOY
- J. DAVIS S. BUZALEWSKI
- J. M. KRUSCZYNSKI
- H. G. HARRIS
- C. W. GOODYN
- J. YUKNAS **t t**

NEW ORLEANS HOSPITAL A. DEFERMO

- J. ONEILL
- J. A. MORRIS
- E. J. NAVARRE
- J. DENNIS
- F. LANDRY
- H. F. LAGAN L. LANG
- L. WILLIS
- E. H. COHOON
- L. BEAUDY A. KELLER
- C. EZELL
- P. ROBERTS A. MAUFFRAY
- N. I. WEST
- P. L. RAY

- C. R. BRACE
- O. HOWELL
- D. LAMBERT
- P. M. ZANINSKI C. LYONS
- H. McKAY
- L. TICKEL
- L. ROBERSON W. BEZANSON
- H. MINKLER
- W. W. LAMB
- W. HALZELGROVE
- J. TASSAIN
- C. J. PALMQUIST

MOBILE HOSPITAL

- W. P. FLYNN
- E. WILLIAMS A. McNULTY
- G. DOEST
- WM. WERNETH
- S. SIKES
- T. JENKINS
- C. LYNAM
- B. LOWE J. FULTZ
- L. GALLO
- J. MILLER

* * * STATEN ISLAND HOSPITAL

- E. J. SPROCH HENRY WATSON
- JOHN SCOTT
- M. J. LUCAS THEADORE ROZUM
- CIRNACO ESOLAN H. E. LOGE
- H. J. OUT
- L. D. DIOUDONNE
- R. GARCIA
- J. P. FARRELL J. J. O'CONNOR
- F. D. WALL

- H. R. WHISMAST CLAUDE HAYES
- R. GRALICKI FRANK NEARING CARLOS MATT
- T. B. PATTON
- MICHAEL GOTTSCHALK K. JENSEN
- E. OJECA

G. EDWARDS

- V. RIZZUTO VINCENT RODRIQUEZ

BOSTON HOSPITAL FRANK ALASAVICH WM. E. GANNON

* * * NEPONSIT HOSPITAL

- WILLIAM PADGETT MATTHEW BRUNO
- JOSE DE JESUS J. M. LANCASTER R. E. LUFLIN
- ESTEBAN P. LOPEZ CHARLES L. MOATS
- PEDRO G. ORTIZ R. REDDEST
- R. A. RATCLIFF THOMAS WADSWORTH
- R. A. BLAKE L. BALLESTERO
- JOHN T. EDWARDS E. FERRER
- I. H. FRENCH JOSEPH SPAULDING JOSEPH SILLAK
- LUIS TORRES L. TULL FRED ZESIGER

* * * SAVANNAH HOSPITAL

- J. J. CERDA
- A. T. MOLAN
- W. GENTY
- CLYDE LASETER

THE CHIES SERVICE STORY.

HOW ONE COMPANY DEFIES THE DEMOCRATIC LAW OF THE LAND TO KEEP ITS EMPLOYEES IN ECONOMIC BONDAGE

Brief History Of Organizing Campaign

Certification of the SIU as collective bargaining agent for nine Cities Service ships Dec. 2. 1949, coupled with the award earlier of the company's seven other ships, brought closer the end of the SIU's three-year drive to organize the seamen of the Cities Service tanker fleet.

The recent NLRB award ruled the SIU winner in an election held in February and March of last year, in which the SIU polled 89 percent of the total vote, and disallowed 19 objections made by the company to the conduct of the balloting.

MAJOR PHASE ENDS

Government recognition of the SIU as representative of the Cities Service tankermen brings to a close a major phase of the NLRB's activity in the case, first enlisted when the SIU petitioned for an election in July of 1947. The NLRB entered the matter nine months after the SIU-holding pledge cards from a majority of the seamen in the fleet-had requested the company to recognize it as collective igible men aboard. bargaining agent on October 26, 1946.

In the ensuing three years the company has held firm in its opposition to the SIU through various legal stalls, the intermaneuvers.

recognition, the first obstacle to face the SIU was provided by the NMU, when it filed charges of unfair labor practices against the company. The NMU's charges were based on an election won in 1938, though the NMU had never exercised its certification and the Cities Service fleet was recognized as being unorganized when the SIU commenced its drive.

NMU RULED OUT

NLRB in July, 1947, and the way cleared for an election order.

On October 20, 1947, the Board ordered an election in the eight ships the company then owned, the voting to be completed within 30 days. On November 20, when the voting period expired, all but two of the ships were voted, these being the French Creek and the Lone Jack.

The voting period was extended 60 days, then another 10 days, vote in Philadelphia. The ship bombshell. was eventually voted in Jack-

For more than three years, the Marine Division of the Cities Service Oil Company has fought to deny seamen aboard its vessels their legally-guaranteed right to join a union of their choice for collective bargaining purposes. Despite two National Labor Relations Board elections in the fleet, the company has refused to recognize the CS tankermen's overwhelming desire to have the SIU represent them. The company has employed every form of subterfuge to halt pro-Union sentiment among the men, to stall the legal machinery that would bring certification of the SIU, and to evade its obligation to enter contract negotiations.

Unable to smash the Union preference of its men, the company embarked on a campaign of intimidation and mass firings. As a result, more than 250 Cities Service seamen now have charges of unfair labor practices on file against the company.

The SIU has withstood every protracted legal maneuver of the company and its illegitimate front - the company "union" known as CTMA-and has been certified as bargaining agent for the entire CS fleet.

For some strange reason the CS Marine Division still refuses to comply with Section 8 (a) (5) of the Labor-Management Relations Act and bargain collectively with the representative of its employees. Other subsidiaries of the Cities Service Company have amicable contractual relations with organized labor, which puts the Marine Division's position at variance with company policy.

With the Cities Service anti-union story approaching a climax, this history of the case has been prepared to acquaint SIU membership and their fellow trade unionists throughout the nation, with the facts.

against another.

Union showed, adding that par-

divided, in which the employers

agreed with the company's position and refused to reverse its peculiar decision. The Union immediately petitioned for recognition on the nine unvoted ships which were as overwhelmingly pro-SIU as the balance of the fleet. But there was little question but what the company would force an election order, then stall the voting off as long as possible.

At the end of June, the Union moved again, asking that the NLRB conduct a bargaining election on the nine unvoted ships, the Cities Service company having managed to stall for time through seven and a half long months.

OBSTACLE COURSE

After an informal hearing early in July, the NLRB announced that the voting unit in such an election should include "All unlicensed personnel on board vessels owned or operated by the marine division including deck, engine and stewards, excluding radio operators, pursers and unlicensed personnel aboard those vessels of which the Union has been certified by the NLRB."

After this preliminary meeting, could play one set of ships the Cities Service company found another gimmick under

maneuver in which a large case the year before, the Board eight ships had been in the fleet number of crewmembers were certified the SIU as bargaining when the voting order went out, replaced, leaving only seven el- agent for the seven ships which the SIU demonstrated. Seven of

charter in the Pacific, never was voted in that election.

TIME STALL

company down and ordered the Union. votes to be counted.

On February 9, the vote was announced, giving the SIU more than 83 percent of the men eligthe entire fleet was expected to follow swiftly, but the company came up with a gimmick that perienced. forced the second bargaining election, although it failed to block certification for the ships voted. The gimmick was in the form of eight new ships. But The NMU's charges were before the question of the new squashed in hearings before the bottoms came up, the company protested the election results.

A month was consumed while the company and the NLRB batted back and forth objections and exceptions to the objections, at the end of which the New York Regional Director of the NLRB recommended to the National Board that the SIU be certified for the seamen in the voting unit.

It was May 24 before the NLRB issued its certification orto enable the French Creek to der. And it struck the SIU like a

sonville, following a company precedent set in the Isthmian of some and acquired others and

had actually been voted, but not these had been voted, and eight The Lone Jack, which was on for the Lone Jack which had new ships had been acquired been in foreign waters through- during the voting period, the out the voting period, and not for the eight new ships which tial certification created a house the company had acquired.

The company demanded that This meant that nine ships jection of a company-sponsored the NLRB extend the election were not certified. And this in union and the entrance of the time 75 more days for the Lone turn meant many other things. National Maritime Union, both Jack to vote, and that the NLRB It meant, to sight an extreme directly and indirectly, in its revise its procedure for con-possibility, that Cities Service ducting elections. Other demands could sell the seven certified Following the company's re- made would have nullified the ships, replace them with seven jection of the SIU's letter asking election. The NLRB furned the more and say "Phooey" to the

REPEAT BATTLE

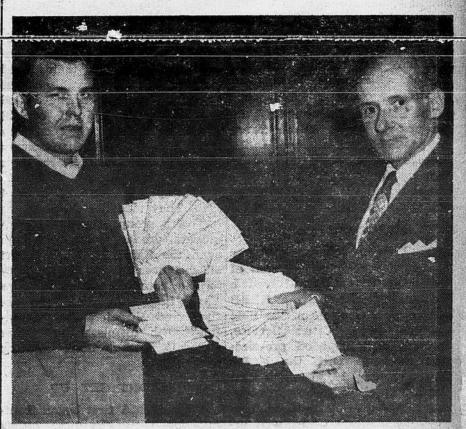
The order also meant that the men on the nine un-certified ible to vote. Certification for ships would have to go through the entire process their Brothers on the certified ships had ex-

> Meanwhile, the SIU protested. When the SIU was certified on Isthmian ships, SIU organizers pointed out, all the ships owned or operated by Isthmian became part and parcel of the bargaining unit. Yet, during the voting period, Isthmian had both acquired and gotten rid of a number of ships.

HOUSE DIVIDED

The Union filed a brief with the NLRB petitioning the Board to amend its certification order by including all unlicensed personnel in the bargaining unit as it had done in the Isthmian case. Essentially, the situation was the same.

Cities Service had 11 vessels when the Union first petitioned In a ruling which shattered the for an election. It had disposed



Two pro-SIU victims of the Cities Service policy of outright dismissal of those protesting intolerable shipboard conditions display evidence of their satisfactory job performances. Lowell Kelley (right), AB, and Richard Broomhead, AB, show a total of more than 40 discharges from the Bents Fort, and their CTMA membership books, which like all CS seamen, they were forced to pay for in order to stay aboard the ship. Nevertheless, they were fired on Dec. 27, 1949. They're now sailing aboard SIU-contracted vessels, where they are assured of union working conditions and job security-things that the company-dominated CTMA cannot give.

were only just becoming appar- the company would cooperate if ent to organized labor. Under the voting were put off until the law, the company claimed, February 23. Stewards, Bosuns, Pumpmen and Machinists were supervisors, and could not vote in a bargaining alection conducted by the Board.

At the end of August and through the early weeks of September, scores of seamen who had sailed in the disputed ratings on Cities Service ships appeared before the NLRB in New York to demonstrate that they were not supervisors within the meaning of the Taft-Hartley Act. Meanwhile, to keep the ball rolling the Union was making an effort to induce the company to sible for the company to fire the negotiate a contract for the crews, sign on new men and get seven certified vessels.

Both Union and company were supposed to file briefs on the bargaining unit issue with the NLRB within seven days after the hearings ended. This gave the company the opportunity it wanted to stall things along for another six weeks. The company lawyer wrangled two extensions, the second one until October 29.

COMPANY UNION

By this time, the Cities Service lawyer had thought of a new trick, a company union. It was too late for him to get a second union on the ballot in any election, but he apparently thought that, if Cities Service seamen could be lured by extravagant promises into supporting a company union, they would vote to reject the SIU. Moreover, anybody who failed to join could be blacklisted.

The new organization was called the Citco Tanker Men's Association, quickly shortened to CTMA. It first came into being around October 1, 1948.

CTMA's headquarters were in a building in Linden, New Jersey, where no one but attorneys had offices.

The SIU at once exposed CTMA as a company creation, and showed its similarity to company unions created in the past by CS. In the SEAFARERS LOG, it was pointed out that legitimate unions arose as rankand-file movements. They did not have headquarters in the of- CTMA, the company "union," fices of lawyers, the SIU paper was that device. said. but they did have dome cratically elected officers, constitutions and regular meetings, all of which was lacking in CTMA.

ion unwaveringly. All Seafarers stooges on board the company or pro-Seafarers in the Cities ships who are paid handsomely sign up for CTMA so that the services. These stooges constitute company would be unable to the company's staff of hatchet find who exactly was who.

ELECTION CALL

On December 30, 1948, over two years since the inception of the drive, the SIU received a communication from the NLRB ordering an election on the nine unvoted ships. Cities Service, through stalls, put off pre-election meetings with the NLRB until February 16, at which time the Company refused to cooperate in any way until the 10year old Federal Court writ ordering Cities Service to allow NMU organizers aboard its ships was rescinded.

at Cities Service's scheme to get Dvorin and Margulies. The another delay. In a letter to the CTMA representative there was evaporated in face of relentless NLRB on February 1, the NMU a lawyer named Strasburger, legal stalling by the company, are on file and fully document- pany's connection with CTMA. officially withdrew all interest who is a partner in the New so CS had no further need for ed. These facts will be made When a pro-SIU crewmember in the Cities Service fleet "in York law office of Murphy, a company "union." the interest of legitimate trade Strasburger and Purcell at 217 unionism." The company lawyer Broadway. rect of under this unexpected To dress up the company front pitching for the company's abus. will show things that to decent "Yet, it is company sponsored,

The Board turned this down. The Board also rejected a company proposal that all voting be done between Boston and Balti-

SLICK SWITCH

What the company was up to seemed clear enough to the a holiday. It was entirely pos- tevideo, Uruguay. the ships out before the election deadline. The follow-up on this would come when the voting company protest that the vote was David Furman, principal The Cities Service attorneys pet-Union's request.

The Board apparently agreed Service front man. with this point of view, as votruary 20. On that date crews April 22. The SIU swung 89 trooped off their ships and off percent of the total votes cast. company property to areas where At the time the votes were talthe NLRB supervised the poll, lied the company was given five election. At a hearing two days the NLRB was "arbitrary, cap-SIU. Eight Cities Service ships later, the injunction was modi- ricious, illegal and void." were due to hit American ports fied and voting was resumed. over the week-end. Some of these The final balloting came in early

counted Cities Service was in for the men on the remaining ing the SIU drive. court again. This time 12 CTMA nine ships, but finally, on De-"members" secured a temporary cember 2, the certification order injunction withholding vote tal- was handed down. eventually took place with only lying on the grounds that they a handful of eligible men had received no notice of the tion, Cities Service was ready bargaining talks. To date the aboard, which could bring a election. Among the petitioners with another delaying action company has not replied to the

Two days later, with six ships days to file objections, if any. voted, the company went into On the fifth day the company Federal Court and obtained a filed 19 objections, alleging that temporary injunction halting the the conduct of the election by

FINAL ORDER

the authority of the Taft-Hart-| blow, but recovered from the was not representative, and try organizer for CTMA who was itioned the NLRB in behalf of ley Act, whose hidden dangers shock long enough to state that to have the result thrown out. exposed in the LOG as a Cities CTMA asking certification for the men on seven of the com-The injunction was thrown pany's ships, but their request ing was ordered to begin Feb- out and the ballots counted on was short lived. Three days later the NLRB answered a flat "no."

> CTMA imme liately seized on the NLRB provision allowing them to request a review of the decision. The national office of the NLRB made short work of the CTMA's case, issuing on January 17 a denial of the company union's request and at the same time pointing out that the SIU was the Union representing It took the National Labor Cities Service employees. The were to run into Gulf ports. April, when the Government Relations Board almost eight NLRB action closed the final Tuesday, February 22 would be Camp voted by mail from Mon-months to deny the company's possible avenue for intervention objections and certify the SIU by the CTMA and stymied the Before the votes could be as collective bargaining agent company's last hope for thwart-

> > With certification covering 16 ships in its hip pocket, the SIU has requested the company to With the announced certifica- sit down and begin collective

Cities Service Spawns CTMA

The recent unsuccessful effort of the Cities Service-dominated company "union" to get an election on ships for which the SIU has been certified as collective bargaining agent further proves the intent behind the company's move when it set up the Citco Tanker Men's Association (CTMA) back in October, 1948.

For on October, 1948, the birth date of CTMA, the SIU had already been certified as agent for the first seven CS ships, and another election was shortly to be held by the National Labor Relations Board on the fleet's remaining nine vessels on which an overwhelming preference for the SIU had clearly been indicated.

'BABY' BORN

The company was determined to have a device available with which to continue blocking its employees' wishes for bona fide representation by a genuine trade union when time ran out its own stalling tactics. on

From the moment it was n legitimately conceived by comlawyers, CTMA has been the company mouthpiece, aided and The SIU met the company un- abetted by a handful of CS Service crews were directed to in money and privileges for their sort of a group of political commissars whose words outweigh even the Skippers'. They report all instances of pro-SIU activity to the company office in New York, finger the men who are fired and threaten the "doubtfuls" with dismissal and other reprisals if they don't sign up with CTMA.

FRONT SET UP

When CTMA first began fronting for Cities Service, offices were established at 129 North Wood Avenue in Linden, New Jersey, a building whose only Here the NMU threw a rock occupant was the law firm of

In the dozen or so years that the Cities Service Oil Company has fought to smash efforts of its seamen to organize for collective bargaining purposes, one of its principal weapons has been the nauseating device known as the "company union." During the National Maritime Union's unsuccessful organizing campaign, the company created and fostered two phony "unions"-the Unlicensed Employees' Collective Bargaining Agency of Cities Service Oil Company and the American Tankermen's Association, both of which were declared illegal and dissolved as ordered by the National Labor Relations Board and enforced by the Federal Circuit Court of Appeals.

The currently-active Citco Tanker Men's Association, known as CTMA, which present-day CS tankermen have learned to hate as a ruthless instrument of company-inspired intimidation and oppression, is merely a reincarnation of its two unholy predecessors. CTMA was fashioned to confuse Cities

Service seamen and to delay their representation by the SIU. In both of these objectives, the company has failed miserably.

The SIU has effectively and unceasingly exposed the phony and deceitful character of CTMA and those behind it from the start. Except for the paid stooges, few CS men were taken in by CTMA's dirty tactics. No matter how sweetly CTMA propaganda was presented, the stench of the company's hand has always been evident.

CTMA is more than a story of illegitimate company activity in the field of labor-management relations—it is a classic example of how would-be union-busters, like the Cities Service Oil Company, use the fraudulent company "union" to fight the legally guaranteed rights of its employees to representation by a bona fide trade union of their own choosing. The following article merely highlights the character and methods of CTMA.

organization as a seaman's or-jed seamen, and that it meant to Seafarer would imagine possible. ganization Cities Service bired panies. The company authorized another phony front. Furman to use the title of "CTMA's authorized representative."

Cities Service itself had ample experience in running phony company "unions." During the men. They ride the CS ships, as NMU's unsuccessful drive for a contract with that company, CS set up the Uulicensed Employees' Collective Bargaining Agency of Cities Service Oil Company. The National Labor Relations Board ruled that it was illegal and ordered that it be dissolved. The order was enforced by the Circuit Court of Appeals, a federal court. Cities Service tried the stunt again by organizing another phony "union," under - the less company-sounding name of American Tankermen's Association. Again the NLRB branded it "phony" and again the federal court enforced the order to dissolve the company puppet or-

was showing that it was in there before the NLRB. These facts man quickly replied:

stay in there no matter what the services of a Steward named schemes the company and its company lawyers, Furman was pany officials and their hired David Furman, an old hand at lawyers concocted, CS officials sent on his first mission as comstooging for union-busting com- once again began shaping up pany stooge for CTMA, as "auth-

SHADY BACKGROUND

So CS took David Furman. formerly of the Standard Oil Company of New Jersey, to do for CTMA what he had once done for the company-controlled load of CTMA literature, all of Esso Tankermen's Association. An NMU official identified Fur- ish style to keep it from smellman as the "character" who ing too much of the company helped develop the Esso outfit "and who has moved in to Cities Service at the request of the operator to help found the new outfit and prevent legitimate. trade unionism." In addition to this testimony to Furman's shadowy background as a "union" man, the SIU has in file other affidavits attesting that he is in the employ of CS to assist in the union-busting tactics of CS officials.

Other many relevant factors on known during the hearings of bluntly asked him if Cities Ser-But in 1948, when the SIU the unfair charges against CS vice was sponsoring CTMA, Fur-

After being briefed by the orized representative." He boarded the SS Winter Hill as a Steward. He remained aboard for two months, then went ashore for one trip to report to the company. Furman was sent back to the Winter Hill with an armwhich was done up in amateurhand.

'UNION' ACTIVITY

Furman's first shipboard job was to call a meeting of the crew. Despite the company's bitter opposition to any union activity, the Skipper approvedbecause (1) CTMA was not a union, but a company front, and (2) the company had ordered full cooperation with CTMA stooges.

None of the officers objected Furman and his "relations" with as Furman boomed praise for ganization. The NMU's fight CS officials and some few crew the company. He made no effort members throughout the CS fleet at that time to conceal the com-

but I'm sure it will be a good; deal."

The company's tactic of employing CTMA solely as a device for stalling final certification of the SIU as bargaining agent for the fleet personnel soon became obvious to CS tankermen. CTMA propaganda promised that another election, with C'TMA on the ballot, would be ordered shortly by the NLRB, although an SIU petition was pending with the Board and the law said that no new action could be taken until pending petitions had been disposed of.

The company could never muster more than a handful of stooges to spread its lies and tirreats, but all of them were amply rewarded in one way or another. Some ships' officers aided the CTMA stooges in threatening men who did not sign up with CTMA.

CHIEF STOOGES

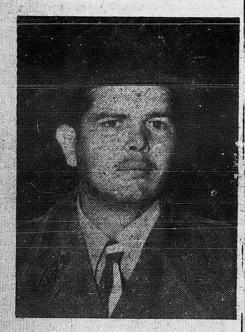
The principal stonges-or officers-of the company "union"

President-John Blanchard, AB on the French Creek. This man does not mix with the crew other than to toss off threats of dismissal to those suspected of pro-SIU sentiment. He sleeps in an officer's foc'sle and eats at topside mess.

Vice-President - Nicholas De Lello, FWT on the SS Winter Hill. One of the original CTMA group who openly threatened pro-SIU men, or any anti-CTMA man with physical violence, not at the hands of himself, but instead at the hands of company "strong arm" men. He confided to crewmembers that the company pays him \$500 a month when he is on the beach for a vacation. De Lello, like Furman, also spends time going from ship to ship to get the lowdown for the company on SIU activity among CS tankermen. He fingers men for firing, and is the "brains" of the CTMA goon squad.

SPECIAL PRIVILEGES

These men are aided and abetted by two staunch company characters: Earl Gerald and Thomas P. Daly, secretary and assistant secretary, respectively, of CTMA.



Roy Brace (above) complained about the food on the Cities Service tanker SS Government Camp. As a result, the Mate, Peter Viera, who was also active as an organizer for the company "union," fired Brace. Viera admitted that the company had put him on the Government Camp to clean ship of those aboard for "a long time." Hundreds of CS seamen were driven from the company's ships in the purge.



ernors, a designation usually not has any members—outside of its the CTMA. New CTMA mememployed by trade unions but company-paid gang of officers-bers can join up at the law ofcommon among corporation set- who would vote CTMA in a fice, where membership cards ups. In view of the fact that secret ballot. The company, how- are issued by an attorney or a Cities Service lawyers framed ever, doesn't care about that. In staff employee. Nowhere in view the organizational setup of the main, CS had two purposes is anything that looks like a Governors is not startling.

On the Board are Robert Haland Frank Hoover.

Each of these characters enjoys special privileges aboard being pro-SIU. Thus they could Cities Service ships. They de- be weeded out and blackballed In addition to these "union" termine when they get time off. in the fleet. officers, there is a Board of Gov- They are permitted to miss ship, 2. By introducing a new oreven watches. They transfer from ganization into the scene at the vessel to vessel in the fleet when- last minute, the company hoped ever they so desire. Two of them to sway some of the men from have boasted that they can have voting for the SIU in the belief a Skipper fired, and on at least that CTMA would do something one occasion a Chief Engineer was fired because he refused to intimidate pro-SIU men.

CTMA BACKBONE

This clique of company men are the backbone of the CS front organization. To secure pledges and membership applications from personnel, they threaten men with loss of their jobs. They are openly backed by insecure company officers in all departments. CTMA membership, of course, means nothing. The men get nothing but dues receipts.

The fee for joining CTMA is \$6, which pays a member up for three months. Thereafter monthly dues are \$2.00. Everybody signs up, including the SIU men aboard the ships, to avoid being labeled pro-SIU.

If a CTMA cardholder should cease working on a CS ship, or should fall behind in dues, he is immediately dropped. On signing on again, he must join the organization all over again.

CTMA, however, the Board of it hoped to achieve through the seaman or remotely resembles creation of CTMA:

1. By circulating CTMA pledvosa, Frank Garcia, Fred Wright, ges among the crews, the men who refused to sign would immediately identify themselves as

for CS men.

The SIU took the second election, despite the CTMA-directed intimidations and the company strategy-and took it by a greater majority than it had in the first election. Results of the second election gave the SIU an 89 percent majority and the victory was announced by the NLRB in April, 1949.

As the company's legal tricks to stall the final certification failed one by one, the company became more desperate and changes were made in CTMA to bring it closer to the company, both physically and in the language of its propaganda.

During the third week in October, 1949, Cities Service moved CTMA offices from Linden to a suite of offices occupied by Murphy, Strasburger and Purcell in 217 Broadway, New York City, about six blocks from the Cities Service empire's headquarters at 70 Pine Street.

During the conduct of their regular legal business, Murphy, It is doubtful whether CTMA Strasburger and Purcell act as

Upon joining CTMA, CS crew members must sign a statement giving the law firm of Murphy, Strasburger and Purcell the sole right to "bargain" with the company for them, and authorizing 'said firm of Murphy, Strasbur-



Roy Lindquist sailed two years aboard the CS tanker SS Council Grove. "For my faithful service," he says, "I was fired for daring to exercise my law-given right to choose a genuine bargaining agent-the SIU-to represent me. The Mate warned me to lay off but I didn't because I still figure freedom is an American word . . . The fleet reeks with a spy system operating through the companydominated CTMA."

ger and Purcell to act as my attorneys ..."

Around this time the company also took a direct hand in the preparation of CTMA literature. After the SIU had been certified on Dec. 2, 1949, for the entire fleet, Cities Service took over the "Shipmate," an ineffective. childish, crudely mimeographed sheet that the company had allowed some of its stooges to get up in the vain hope that it would appear legitimate.

The company lawyers and other CS professionals became the editorial staff of the "Shipmate" and instead of mimeographing it, the company turned it over to a multilithing house in an effort to get out a professional-looking sheet. The first issue gotten out by the company officers was that of January, 1950.

To make sure there were no slip-ups in distribution after it had gone to additional expense, CS had its company officials deliver copies of the "Shipmate" to the ships. Among those who took to running "company union" papers for the top brass were Mr. Wiggins, Port Engineer for Cities Service, who carried copies aboard the Government Camp, and Edward (Murphy) Zarnowski, Assistant Port Steward, who delivered a batch of papers to the Fort Hoskins.

On Jan. 7, 1950, the company issued a statement, which it had signed by Nick De Lello, CTMA vice-president, but which was completely out of character. loaded with legal language, and calling members of the government's NLRB liars, the "De Lello" statement ended with the following get - in - line - or - else warning:

'LOYAL' TO CS

"Cities Service will be loyal to the men who are loyal to it." But Cities Service tankermen know full well that CTMA speaks only for the company. They know that Cities Service will be loyal only to the Cities Service Company. The evidence lies in the fact that if Cities Service intended to recognize the rights and welfare of its seamen, it would have acceded to their wishes for representation by the SIU. Proof of this is what happened to the majority of the rank and file CS seamen who were foolish enough to be taken in by CS and join the other finky company unions CS created in years gone by, and how many of those fellows the company was "loyal" to.

After more than a dozen years/ of fighting genuine trade unionization of their seamen, CS i still dispensing the same old hogwash.

CTMA is nothing more than an instrument for continuing to crush CS tankermen and their chances for the improvement of wages and conditions and job security.

Stay Aboard!

With the climax of the campaign near, all Cities Service seamen are urged to stay aboard their ships until otherwise notified by SIU organizers. In the meantime, SIU organizers point out, disregard all rumors and gossip. Every new development will be brought to crews' attention as soon as it breaks.

Do nothing to jeopardize your job. If you are fired from a Cities Service ship for any reason, report to the nearest SIU Hall at once.

Cities Service Makes 'Fine' Art Of Stalling

The fat file on the Cities Service-SIU case in the New York Regional Labor Relations Board bears mute testimony to the exhaustive lengths Cities Service Oil Company has gone to in its attempt to deny, by every legal and extra-legal means, the recognition of the SIU as collective bargaining agent for its tankermen. Apart from the several hundred pages of NLRB records devoted to charges, countercharges, objections and briefs filed by the company, the New York court records are studded with company-sponsored actions taken against the SIU.

In the three years since the SIU organizing drive opened, the company's anti-union campaign has brought it before the NLRB in dozens of instances, each time with the same objective: to either knock out the SIU's efforts to gain recognition, or, failing this, to stall for time, hoping to eventually wear down the Union's energies and convince the men in the fleet that the company was unbeatable.

The following is an issue-byissue account of the company's maneuverings, to which were devoted the full-time efforts of a battery of high-priced attorneys. Each account gives the action taken by the SIU and the rulings made by the New York Regional Labor Relations Board and its national office in Washington:

October 28, 1946

The SIU requested Cities Service to recognize it as collective bargaining agent for the men in the Cities Service fleet.

The company refused the Union's request.

The National Labor Relations before the balloting date instead Board did not enter into the of as of the original eligibility matter. date: that all proceedings stop

October 31, 1946

The Seafarers petitioned the NLEB for an election in the CS Fleet.

The NMU intervened, claiming that it represented the com- inge pany's employees. Its charges were based on an election won in 1938, though a contract was never obtained and several years later the NMU's activity in the fleet ceased.

The NLRB began investigation of the charges and in July, 1947 asked the NMU to present pledge cards representing 5 percent of the Cities Service seamen to support its claim of representation. The NMU failed to present itself at the meeting, thus clearing the way for the SIU to work on the fleet alone. Later in the case the NMU aided the SIU campaign by withdrawing all of its interest in the matter.

October 20, 1947

days to November 20.

For three years the Marine Division of .- The lengths to which the CS company the Cities Service Oil Company has been driving down a dead-end street. During that time it employed every possible means to shake off the SIU, twice overwhelmingly designated as collective bargaining agent by the Cities Service seamen voting in secret balloting conducted by the National Labor Relations Board.

Having failed this, the company has now run up against the sionewall. There are no more legal detours.

Creek, the seventh of the com-

pany's eight ships, the Cities

Service agent there flatly refused

to let either the Union man or

the Board's representative near

the ship. The company agent

defied the NLRB, acting, it was

reported, on express orders he

had received by telephone from

Cities Service headquarters at

The SIU and the NLRB final-

Cities Service, not content to

let any obstacle remain unused,

went before the NLRB to ask

that voting be extended another

Jack, then on charter in the Pa-

cific, to vote. The possibility that

the Lone Jack would not return

to the States for many months

-and could be kept away indef-

initely-opened the way for the

company to ask a succession of

extensions. Coupled with this re-

quest the company moved to

nullify the election by asking

the NLRB to change the eligi-

bility clause to allow voting by

crewmen employed immediately

until the eligibility was chang-

ed; that it be allowed other re-

lief and alternative, a sort of

omnibus clause; that the original

election order be rescinded, and

that proceedings be returned to

the pre-election stage for hear-

ly voted the ship later in Jack-

70 Pine Street in New York.

sonville.

January 25, 1948

pier to vote the SS French SIU representatives repeated | June 22, 1948 their earlier position. The NLRB again denied the company's demands.

its obligations.

March 8, 1948

Undaunted, Cities Service popped right back with what the company lawyer termed "exceptions to the order," repeating all of its claims disallowed in three earlier hearings.

The SIU once more appeared before the NLRB to defend its victory in the fleet.

The NLRB on March 23 denied the exceptions saying they were 'duly lacking in merit." The examiner then recommended that the SIU be certified for the com-75 days to permit the SS Lone pany fleet.

May 24, 1948

The national office of the NLRB handed down its certification order, giving the SIU jurisdiction over the seven ships voted, but not for the one ship that had been at sea nor the eight new ships the company had acquired.

The SIU immediately filed a brief objecting to the order, citing the Isthmian case, where the Union had been certified for the entire fleet despite several The Union urged the NLRB to amend its certification order to include the nine excluded ships.

The NLRB in this case agreed the SIU's request.

The SIU filed for an election to cover the nine unvoted ships.

July 10, 1948

The NLRB began hearings on that the voting unit should include "all unlicensed personnel rated by the marine division, including deck, engine and stewards, excluding radio operators, the Union has been certified by the NLRB."

first hearing walked out when ionism had withdrawn all interthe NLRB refused to let him terest in the case on February have a stenotypist take down 1, thus aiding in the removal of minutes. At a later meeting he one more stumbling block. returned with the Taft-Hartley Law under his arm, which he procedure to be set. claimed barred the inclusion of Bosuns, Stewards, Pumpmen and February 17, 1949 Machinists, inasmuch as they were supervisory employees.

The SIU countered in subseratings on Cities Service, all of whom demonstrated that they

The NLRB ordered the Union and the company to file briefs on the bargaining issue within 70 days after hearings ended. with the company and denied The company lawyer stretched out the period by stalling so eral weeks until October 29.

has gone to avoid compliance with the La-

bor-Management Relations Act is a damning

indictment of a giant corporation, which en-

joys huge profits under the benefits of our

democracy, but which refuses to recognize

the rights of its employees as established

by law. The accompanying chapter of the

Cities Service story shows how the com-

pany has consistently attempted to evade

what would constitute the voting unit in the second election and in its proceedings announced on board vessels owned or opepursers and unlicensed personnel low NMU organizers aboard its aboard those vessels of which ships was rescinded.

quent hearings by introducing as witnesses scores of seamen who had sailed in the disputed were not supervisors within the ships not having been polled. meaning of the Taft-Hartley Law.

The NLRB took the two briefs under consideration.

December 30, 1948

The NLRB notified the Union and the company that an election would be held in the nine ships petitioned for. The SIU would be the only Union on the ballot, and all unlicensed men except Bosuns and Stewards would vote. Announcement was made that a meeting to arrange voting procedure would be held January 5.

The SIU agreed to meet and begin preparations for the elec-

Cities Service claimed that no notice of an election had been

The NLRB allowed postponements until the middle of Feb-

February 16, 1949

The company finally attended a meeting arranged to settle the voting procedure, but refused to cooperate until the 10year old Federal Court writ ordering Cities Service to al-

The SIU explained that the National Maritime Union in the The company lawyer at the interests of legitimate trade un-

The NLRB ordered the voting

The Cities Service lawyer reported to the NLRB that the company would cooperate if the vote were put off until after February 23, with no voting on Saturdays, Sundays and Holidays. The company also demanded that all voting be done between Boston and Baltimore.

The SIU quickly pointed out the company's motive: Eight ships were due in American ports over the week-end, of which a number were hitting Gulf ports, during which time the company could change the trews, and send the ships back out.

The NLRB denied the motion and voting began on February zoth, a Sunday.

February 22, 1949

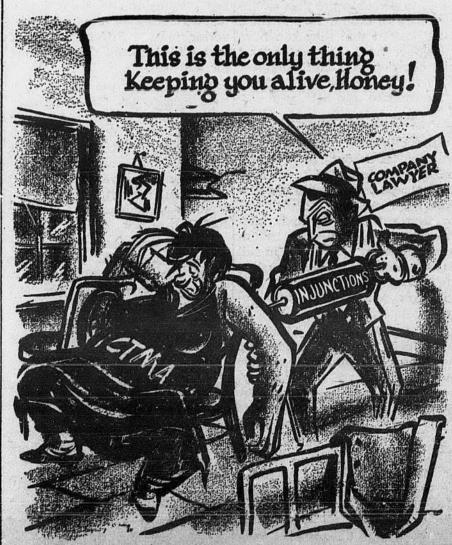
With six ships already voted, Cities Service went into court and obtained a temporary injunction halting the voting and impounding the ballots already cast.

The SIU immediately contested the injunction jointly with the NLRB, and two days later it was modified to resume voting. Shortly after the injunction was totally dismissed.

April 15, 1949

Cities Service was back in court again to prevent the counting of ballots cast on the nine ships. This time the court action took the form of an injunction against the Regional Director of the NLRB by 12 CTMA men who claimed they had not been notified of the election.

The SIU protested the action to the Federal Court, being joined by the national office of the NLRB, which dispatched an attorney from Washington to



The NLRB cleared the way for polling of the company's fleet when it issued an election order, calling for voting to extend 30

Cities Service stepped in with its first action, an action which was to become the routine pattern in the future. The Company asked that the vote be extended another 60 days. The Board agreed. Another 10 days was added later. When the SIU repcial arrived at a Philadelphia disputing ne election.

The SIU immediately filed a counter brief, pointing out that the votes on the Isthmian ships had been counted before all the vessels had been voted.

The NLRB agreed with the Union and on February 9 ordered the tallying to begin.

February 12, 1948

Three days after the ballot count showed the SIU the winner by a landslide, with 83 percent of the vote in its favor, the company was back in the fight, this time with a protest to the election.

The SIU contested the company's position.

The NLRB denied the protest.

February 18, 1948

The company again appeared before the NLRB to protest the

Again the SIU appeared to fight the company's position.

The NLRB dismissed the pro-

March 5, 1948

For the third time the comresentative and the NLRB offi- pany's lawyers filed a fat brief 89 percent of the vote.

April 27, 1949

jections, terming the NLRB's illegal and void."

Cities Service was back in The SIU contested the com-

Among the hundreds of victims of the Cities Service Oil

After sailing on the SIU-contracted Mankato Victory

Company's hysterical anti-union purge are Paul Coone (right),

Oiler, and Anthony Garcia, Wiper, shown, here holding their

SIU membership books. Both of these men were fired off the

writ was thrown out of court ing advantage of an NLRB pro- cooperative attitude of the comand the counting of the ballots vision allowing either party to pany, whereby extreme hardcast in the second Cities Service file objections to the conduct of ships were imposed on the Unelection began. The SIU netted an election. On the fifth day, ion and the NLRB in the con-Cities Service submitted 19 ob- duct of the voting. The NLRB in New York forconduct "arbitrary, capricious, warded the company's objections

and the SIU's report to Wash-

ington for a decision. The Cities Service stall was successful, as it was four months later on August 19, 1949, before the NLRB denied the objections.

August 31, 1949

Cities Service then took on a bit of legal double talk and came back for another round. The company's attorneys compiled a brief in which they listed "exceptions to the objections," a stall they figured was good for another whirl.

The SIU stepped forward and re-presented its case, pointing out the company's flimsy case was aimed solely at gaining additional time.

The NLRB took under consideration the company's "exceptions."

December 2, 1949

The National Labor Relations Board issued the certification for the nine ships voted nine months earlier, and blasted the company's "exceptions to objections" by stating, "In light of the emwith an agency of the Govern-

behooves the employer to file CTMA. objections stemming principally from its own recalcitrance."

The SIU immediately notified the company of its desire to begin anew negotiations for a collective bargaining agreement, pointing out that all legal requirements had been met by the SIU and the Government had disallowed the company's counter claims.

December 16, 1949

Cities Service pulled a switch in its stalling act by pushing CTMA into the fight. The company union petitioned the NLRB for certification as representative of the seamen aboard the 7 Cities Service ships voted in the first election.

The NLRB, three days later, denied the CTMA request, noting that the SIU was the union for Cities Service employees, but gave the company union 10 days in which to ask for a review of the matter by the national office of the NLRB in Washington.

January 19, 1950

Having filed request for a review of the Regional Director's Service ships, CTMA was rebuffed again when the NLRB ployer's refusal to cooperate refused to consider the matter, notifying the company union

fight the company's action. The the picture again, this time tak-| pany's position, citing the un-| terest, we believe that, apart | closing the last avenue for infrom other considerations, it ill tervention in the matter by

> Thus, three years and three months later, the company has exhausted every legal means of forestalling the SIU in its fleet, and CTMA has been stopped cold in its attempt to worm into the case. The only road open to the company is to meet across the bargaining table with the SIU and hammer out a contract that will bring to Cities Service seamen the conditions, wages and security that exist aboard SIU-contracted tankers. Every time the company has zigged, zagged and dodged, the SIU has doggedly kept on its trail, resisting the company and CTMA's every attempt to discourage the SIU and keep the company's tankermen from an SIU contract.

The company's last maneuver has been exhausted, It must now face the fact that the SIU is going to stay in the battle until a contract is won, and if the company insists upon delaying the SIU and the Cities Service seamen in their relentless drive for a contract, direct action will be employed. Should the Union and the seamen take steps to gain a contract through economic action, it will be after denial of certification on 7 Cities having complied with every facet of the law. Such a move would have the complete sympathy of every person who whether in maritime or not -

Coone said that for the first time "I didn't have to keep my ment in carrying out its statu- that the SIU was the union for has become acquainted with bag packed all the time for fear of being fired in the next tory functions in the public in- the company to deal with, thus the facts in the case. port because of something the company didn't like about me." Intimidation, Mass Firing Key CS Policies

When the SIU launched its organizing drive in the Cities Service fleet and began accepting pledges from unlicensed personnel designating the Union as collective bargaining agent, the response was overwhelming. In a matter of weeks, the SIU had a sufficient number of pledges to petition the National Labor Relations Board for a collective bargaining election on the company's ships.

Royal Oak last June.

From the outset, the company fought the wishes of its employees tooth and nail. Despite every company maneuver to prevent its tankermen from obtaining the badly-needed advantages of an SIU contract, the Cities Service seamen have stuck through thick and thin to their conviction that the SIU was their only way to better sailing.

DIDN'T WORK

Mass dismissals, intimidation, favoritism became company policies but none of these was successful in swaying the tankermen from their intention to have the SIU represent them.

Why did Cities Service seamen flock to the SIU? Why are they now more than ever determined to be represented by the SIU? The answer is simply that conditions on Cities Service tankers are rotten to the core, beginning from the moment a seaman seeks a job at the company office in New York, until he pays off-or, as is more likely, until he is fired.

Back in November of 1946, when Cities Service tankermen began turning to the SIU, life linen is dirty and stained. It is aboard the company's ships was not changed weekly but at the especially miserable.

Here's a report, published in Peter Davies, a CS tankerman been aboard. at that time:

This is the year 1950, and the Cities Service Oil Company conducts its business operations in the modern, streamlined manner. But its Marine Division, which transports the company's oil products, persists in treating its seamen employees in the contemptible fashion that American industry. for the most part, has happily discarded in the interests of efficiency and peaceful labor-management relations.

Because of the antiquated labor policy of the Marine Division, the company finds itself the defendant in more than 250 dear

age suits involving unfair labor practice

charges filed by CS tankermen with the National Labor Relations Board.

The conditions that gave rise to the CS seamen's demand for representation by the SIU, and the reactionary company policies of terror, intimidation and reprisals employed to prevent employeees from bargaining collectively are an indictment against which the company is defenseless.

The examples cited on this page are but a fragment of the injustices perpetrated by Cilia Saris in its sampling of employee oppression and union-busting.

tail of the application is scrutinized and the job-seeker is cross-examined on every statement he has made. This procedure has a two-fold purpose: (1) To keep men with pro-Union sentiment from boarding CS vessels, and (2) to terrorize the successful applicant to the point where he will not dare utter or indicate any pro-Union leanings when he does get on a Cities Service tanker.

If an applicant passes the 'screen test" a company official takes him to the railroad station. purchases his ticket, then tells him the name of the ship on

that I'm on is a good example why tankermen need the SIU to aid them in their fight for

"Just to give you a clear picture of conditions I'll start with the foc'sle and work up from

"Two watches and two deck maintenance men are crowded into one foc'sle. Each man has one small broken locker, and until 10 days after I joined the ship we had no fan for the foc'sle-and as the ship's side is all that is between the outboard bunks and the sea and sky, the plating becomes a frying pan from the Gulf Stream sun, and like a refrigerator when we are in the North Atlantic.

DIRTY LINEN

"There are only half as many cots aboard as men and the whim and will of the Utility

"This Cities Service tanker to heat our own water to wash But every single condition on a or shave. In the Deck Department, there is only one tap that ably below the standard estabworks on each of the basins probetter conditions aboard their vided. None of the foc'sles has a washstand but the Deck Department is privileged, for the other departments have only one toilet and one washstand apiece.

UNFIT GRUB

"The stuff called grub is strictly for the birds. We brought a lot of good stuff aboard but get orange juice every morning; ships. we get water with a tinge of orange juice every three days

small tables for the crew at first and this has been changed. The is more empty than full."

Some of the sordid living conditions prevailing in the CS fleet prior to the SIU organizing campaign may have been cor-

Cities Service ship is considerlished by the Union and effective on its contracted vessels.

In fact since 1946, the conditions of employment on CS ships have become progressively worse. Conditions are bad, but what's worse, a man dare not open his mouth in even feeble protest. The company attempts to invest in every man a feeling of terror, so that talk of unionization and we never see it. The Officers the SIU will be kept from the

'COLD WAR'

When a man applies for a job "They were only setting two in the company office, he is generally told "nothing doing, come but I got ahold of the Steward back again." This goes on for weeks and weeks, one of the food is thrown at the crew on purposes being to put the apgreasy tables and the coffee pot plicant into a state of desperation. At that point the company considers him to be less likely to do anything to jeopardize his job, if and when he gets one.

Should the applicant be called man. Soap is something that I rected, but only because the in for a job, he is subjected the LOG on Nov. 15, 1946, from haven't seen given out since I've company was frightened by the to a gruelling screening before overwhelming sentiment of its several top officials of the com-"In addition to this, we have personnel for SIU representation, pany's Marine Division, Each de-



Gil Vila worked aboard Cities Service's SS Fort Hoskins for eight months and was highly recommended by the Skipper for being "sober, reliable and attentive to duty" and worthy of reemployment. But that didn't keep Vila from being fired from the same ship, commanded by the same Skipper a short time later. On CS ships no one is allowed to even think conditions can be bettered by a Union contract.

which he is to work and where he is to board it.

Once aboard the vessel, he experiences the all-around rotten, abusive conditions that have given rise to the present overwhelming pro-SIU sentiment throughout the Cities Service fleet. .

Conditions, for example, like those on the Lone Jack, when Edgar Eddy lost his life because of lax preparation for foul weather and inadequate safety precautions. The Lone Jack left New York on Aug. 29, 1948, with no provisions made for securing deck gear, although topside had been warned of a hurricane sweeping the Atlantic seaboard. Two days out of port the ship met the full fury of the hurricane and all hell broke

OUT OF CRADLE

The 125-mile-an-hour wind sent one of the lifeboats crashing into the bulkhead of the boat deck. Inspection revealed that the boat was out of its cradle and each time it swung back and forth it put bigger dents in the bulkhead and the

The Mate then ordered the Bosun to turn the deck gang to on deck to secure the boat before it smashed to bits. Apprehensive, the deck crew nevertheless accepted the order and moved out on the slippery deck and made its way to the No. 1 lifeboat. Edgar Eddy was making his way along the outside of the swinging boat when the ship pitched and the lifeboat swung out from its moorings and knocked him into the sea.

Under an SIU contract, conditions like those surrounding the death of Eddy would not exist. SIU crews can protest inadequate safety precautions and can take steps to insure the safety of all hands. To squawk about hazards on Cities Service ships, means the end of employment with the company.

Another aspect of living on Cities Service ships that is far below that enjoyed by SIU men sailing on Union contracted ships is the food. Hundreds of stories told by Cities Service tankermen in recent issues of the SEAFAR-ERS LOG point up the insufficient stores on the tankers, and that they have been helpless in correcting the condition.

INFESTED FLOUR

ard Adell tells of a typical situation during a trip on the SS Government Camp:

"When I first went abourd the Government Camp, the ship had just returned from an eightmonth trip and there were a lot of crummy old stores aboard.

"There were over 200 pounds of weevil-infested flour, 14 cases of practically rotten eggs-very noticeable to the nostrils. The Steward told me, 'The Health Department Inspector has condemned this flour and I'd like to throw it overboard with a lot of other stuff, but I've got to wait until the Port Steward says I should.'

"Yet," continues Adell, "I know for a fact that these crummy old stores continued to be used. To the best of my knowledge they were all used up, too. The point I'm trying to illustrate is that you could eat this stuff, or go hungry-and do nothing about it."

The effort made by Steward Richard Grant, who sailed for over a year on three CS ships, mer states, "the Machinist was to improve feeding on the Ar- in the Engine room, standing up cher's Hope cost him his job on on a grating while he held a



CITIES SERVICE OIL COMPANY

PRODUCERS - REFINERS - MARKETERS - EXPORTERS

NEW YORK 5, N.Y. SEVENTY PINE STREET

> S/S Council Grove Portland, Me.

September 13, 1949 United States Coast Guard Bureau Marine Inspection & Navigation

To Whom It May Concern Dear Sir:

This will introduce Mr. Eugen Kristiansen, who at the present time is signed on this vessel as Able Seaman.

Mr. Kristiansen is desirous of obtaining a Carpenter's endorsment on his Mariner's Document.

He is sober, reliable and competent; and I fully recommend him for this additional endorsment.

Very truly,

Robert A. Levy, Master SS Council Grove.

Eugen Kristiansen received this commendation from the Skipper of the SS Council Grove shortly before he was fired after one year of efficient performance of duty. A company "union" stooge named De Lello reported Kristiansen's pro-SIU sentiments to the company and his dismissal was then ordered by the "office or higher officials of the company."

Feb. 15, 1949, when the ship stopped off at Braintree, Mass. The Port Steward met the ship. With him was another Steward. Grant was told that he had been putting out too much clean linen and feeding the crew twice as much as any other CS ship.

Grant says, "When I asked him what the crews were eating on the other ships, he didn't answer, but said the food would have to be cut down.

"I replied that I couldn't face the men after feeding the lousy food. The Port Steward told me that anyone who squawked about the quality or quantity of the food would be fired. He wasn't talking to me any more. I was finished. He waved the new Steward aboard.

"He had stopped me on a previous trip from requisitioning fresh fruit, juices, and vegetables. He had also warned me, after I had been turned down Cities Service tankerman Rich- three times, not to order milk

> "Every item of food was kept to a minimum, and seconds were not allowed. All this on a ship that was supposedly feeding twice as well as the rest of the fleet. I can't imagine how the other crews stay alive. They must bring their own food with them," Grant concluded.

CREW PETITION

Conditions on the SS Bents Fort got so bad last March that the crew petitioned the Coast Guard in Boston to investigate the abusive treatment which they charged created working hazards. The entire Engine Department signed the petition and the Coast Guard promised action but apparently did nothing.

Warren P. Bremer, FWT on the Bents Fort from March 30 until May 24, when he was fired for signing the petition, reported one of the incidents that lead to the petition.

"During the third trip," Bre-



Eugen Kristiansen, AB, who Capt. Robert A. Levy of Cities Service ship Council Grove said was "sober, reliable and competent," was fired nevertheless after one year aboard the ship. Kristiansen refused to switch his affiliation from the SIU to the company "union," despite warnings to "watch your step" from CTMA organizer Harvey Race.

pipe which was to be placed into a fitting. The First Engineer was standing below on the floor plates, giving instructions to the Machinist for guiding the pipe Bremer, was non-existent. Fireinto place.

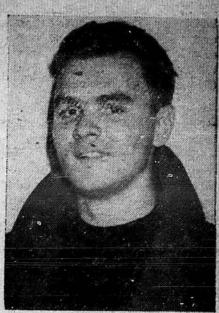
"The Chief Engineer came along. He called the Machinist, telling him he had another job for him to do. The Machinist explained that he couldn't move because he was afraid of dropping the pipe on the First Engineer.

LUCKY FIRST

"The Chief insisted that his order be obeyed at once," Bremer continues. "'Drop what you're doing,' he said. The Machinist had to let go of the pipe. Fortunately, the First got out from under in the nick of time to see the pipe come crashing



Cities Service never had any squawk about Roy Leo's work as a Bosun on the SS Salem Maritime, But the company didn't like two things about him: (1) He did not sign the petition circulated on CS ships to get CTMA, the company "union," on the NLRB ballot: (2) He was seen, by the Port Engineer in Harbor Island, Tex., advising shipmates to vote in the NLRB election. So the company fired him.



A letter from the Skipper of the SS Archers Hope, recommending Edward Bamberger, FWT, for reemployment said in part: "He has been at all times sober and conscientious and a credit to this ship . . . Should he desire to rejoin this vessel it is recommended that he be reassigned as Oiler." A few weeks after that glowing endorsement, Bamberger got the axe, with eight other pro-SIU men, for union activity.



Like the overwhelming majority of Cities Service seamen Edward Bobinski believes that the rotten abuse, lack of security and sub-Union conditions in the company's fleet can be wiped out by genuine trade union representation representation by the SIU. For holding this belief Bobinski was fired off the SS Chiw-wa on Oct. 22, 1949. He has unfair charges pending against

of treatment all hands got aboard the ship. The Chief fired one of the Wipers after calling ditions. him every profane name in the book, merely because he didn't like the way a job was done. The Wiper was known throughout the ship as a hard and diligent worker. Overtime, says

and chip-without overtime. Few men come off Cities Service ships with money received for overtime work. The company makes sure that overtime work is done either in regular hours, or that the officers do it-or if no other way exists, to chisel the men out of the money after they have worked for it.

men were given cleaning sta-

tions. They had to paint, sougee

It is common for men in su-Bremer says that the incident paid. Despite the frequency of ships and there's no extra pay



Richard Grant, Steward, says: "For putting out clean sheets once a week and feeding the crew to the best of my ability, I was fired from the Archers liope, when the ship stopped off in Braintree, Mass., on February 15, 1949." Grant had also worked for the company aboard the SS Cantigny and the SS Bests Fort On all these ships, he says, "food was kept to a minimum and seconds were not allowed."

was just one sample of the kind this chiseling, there is absolutely nothing a man can do about it-under present non-union con-

> No grievance machinery exists for the settling of such overtime disputes. If any victim squawks about the overtime pay he was promised and then chisled out of, he is fired-without getting his money.

CREW'S WORK

Another overtime chiseling tactic is for supervisors to do much of this work, which, on Union ships, is a crewman's job. On Cities Service ships, for example, Stewards, like Hans Pedersen of the Archers Hope, will do painting to deprive the men from what is legitimately their work.

Work or tasks that on SIU pervisory jobs on CS ships to ships are paid for at overtime promise the crewmen overtime rates, or double overtime, defor certain jobs. But at the pay-pending on the nature of the off they get nothing-the com- job, are considered normal roupany simply doesn't pay for it, tine to be performed during or the officer is afraid to even regular watches. Butterworthing. put it down. Anyway, it isn't is practical a daily job on CS

for it. On SIU ships this is overtime work.

On CS ships, supervisors and company favorities hog the tank cleaning assignment, because it's the rare opportunity to make an extra dollar. They're paid for it at straight pay. On SIU ships, tank cleaning is paid for at double, or triple overtime rates, according to the type of fuel carried in the tanks. In addition, men on tank cleaning aboard SIU ships get \$7.50 as clothing allowance to compensate for the damage to their gear in the course of the job.

REIGN OF TERROR

That the working conditions aboard Cities Service ships are deplorable has been established without a flicker of doubt. But far worse is the repressive atmosphere in which CS seamen have to sweat out their voyages. No man dares open up his mouth in protest against any form of abuse or unfair treatment. Even the most feeble suggestion that things might be better is not tolerated.

Freedom of expression and job security are unknown on CS tankers, because of the reign of terror which is a matter of company policy. A company-fostered spy system prevents any discussion of shipboard conditions or talk of unionism.

company adds up to nothing if a pany. CS employee is even slightly suspected of having pro-Union sentiment.

John Sullivan was a Messman for four years aboard Cities Ser- Vila had received a telegram complied with the laws governvice ships—until he was fired from the SIU notifying him of ing the selection of a bargaining last spring from the Royal Oak after the ship was voted in the tion to be held in the fleet. Vila ment agency, the National Labor NLRB election in the Port of Philadelphia.

Ever since the end of 1944, when he first went to work for the company, "there had never been a complaint about my work," Sullivan says. "There wasn't a single log against me, or any other kind of black mark on my record.

"The Captain said 'he wanted to make an example of me.' However, the Assistant Port Steward for Cities Service in New York had been Steward on the Abiqua when I was on her. He and the Cook on the Abigua narison between CEMA and the knew I was interested in the SIU. SIII . . .

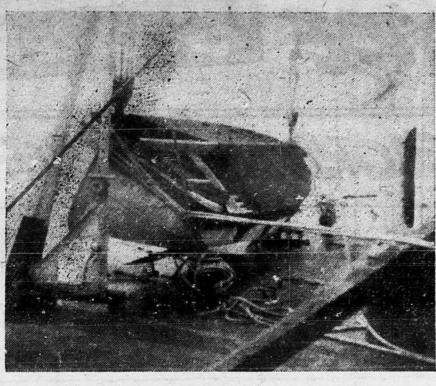
OBVIOUS ENOUGH

"So," added Sullivan, "it seems fairly obvious why I was fired."

Roy Brace, an AB on Cities Service ships, made the fatal mistake of beefing to the Skipper about the food on the Government Camp. The Mate gave him his notice and told him he shouldn't have talked to the Skipper about chow. The Mate, Peter Vierra, told Brace that the company office had sent him aboard to clean ship of all hands who had been aboard for a "long time." Brace had served a total of 15 months on the Government Camp in 1948 and 1949 and had done a hitch on the Cantigny.

Brace also tells how the Steward, a company-sponsored man, made rope rungs throughout the voyages, seldom going to the messhall, but never was censured by the Skipper.

received a glowing commenda- dards aboard Cities Service ships tion from Captain H. Flaniken, could be cited endlessly. They master of the Cities Service have been repeated so often that tanker Fort Hoskins. In a letter they establish a definite pattern. to company agents, the Skipper | Cities Service seamen are not said that Vila had been "sober, crazy, nor do they want more



Inadequate safety preparations resulted in the death of seaman Edgar Eddy aboard the Cities Service tanker SS Lone Jack in 1948. Eddy was swept overboard when ordered to secure a poorly lashed lifeboat during a hurricane. Photo above shows the Lone Jack's No. 1 lifeboat after lashing down had been completed. The boat was not restored to its cradle and was lashed in such a manner that it could not be freed in an emergency.

A Lone Jack crewmember pointed out that the unsafe conditions leading to Eddy's death would have been corrected if the crew had Union representation and thus been able to call for remedial action before the ship left port.

fired, from the same ship, com- working conditions, wages and manded by the same Skipper, job security that are possible unafter the company learned that der SIU contracts. They have the collective bargaining elec- agent, and the official governhad been on the Fort Hoskins Relations Board has polled them about eight months.

SPY RING

The anti-union spy ring aboard the Archer's Hope ended the fleet. employment of Edward W. Bamberger, FWT, late last winter remains for continuance of the The Chief Engineer and the Second Assistant passed along to vailing on CS tankers. The men the Skipper some statements want SIU representation and made by Bamberger.

"After months of soaking up their ballyhoo about CTMA," says Bamberger, "I told the Engineers that there was no com-

"In my case they made no pretense as to the reason for my discharge - I had been found guilty of praising the SIU."

Bamberger says that at the payoff of the Archers Hope in

"When I pressed him for details, he said 'You're a little bit overly excited about union activities'."

Prior to his last trip on the Archers Hope, Bamberger received a letter from the Skipper recommending him for further employment. The letter said in part: "He has been at all times sober and conscientious and a credit to this ship . . . Should he desire to rejoin this vessel, it is recommended that he be reassigned as Oiler."

NO END

Testimony pointing up the de-On Dec. 21, 1948, Gil Vila, OS, plorable and below-Union stan-

and therefore was recommended they want is the right to be rep- case the SIU.

Length of service with the for re-employment by the com- resented by the Union of their own choosing-the SIU-so that But on Feb. 9, 1949, Vila was they may enjoy the same decent and found that the overwhelming majority want the SIU. The SIU has consequently been certified as agent for the entire

> No legal or moral justification rank, intolerable conditions prethey must get it. When they do, another rotten period in maritime history will have been ended.

What SIU Contract Means To Cities Service Seamen

what they're fighting for.

They have endured the comthroughout the past three years because at the end of the battle they stand to win. They know to the Cities Service fleet. Many of them sailing on Union-contracted ships today have already experienced the night-and-day difference btween the two extremes in conditions and wages.

First off, in place of the Cities Service questionable hiring practices, an SIU contract will assure them of non-discriminatory shipping. An SIU contract will spell the end of favoritism and blacklisting in the CS tanker

Under an SIU contract, Cities Service seamen will be working



"You can't beat Cities Service for the way it treats its seamen," says Richard Adell, formerly of the Government Camp. "You work, like I did, for the company for 81/2 months, break your back trying to do the job right, never get drunk, never miss work, do everything that's asked of you-and what happens? They fire you for what you believe in." Adell believes the SIU will help CS seamen.

Cities Service seamen know | for the best wages and under the best working conditions in the maritime industry. The kind pany's vicious repressive tactics of food they eat, their rights will no longer be determined by the whims of company stooges. Everything will be written down what an SIU contract will bring in black and white. If there are any disputes over their treatment, they will protest and use the successful grievance machinery for settlement.

> Wherever necessary, SIU representatives, operating out of SIU Halls in every major port on the Atlantic, Gulf and Pacific coasts, will see to it that they receive everything to which they are entitled under the contract.

> For the first time, Cities Service seamen will get overtime pay for all overtime work, as is the case on all Union-contracted

> Furthermore, Cities Service will directly participate in all matters affecting their economic welfare. They will discuss, pass or reject, all rules governing their own organization-without interference from the company. They will elect their own officials every year from among their shipmates in secret ballot.

> Under SIU contract, Cities Service men will have a new-found freedom-job security. They will not be plagued by the constant need to curry to company favorites in order to keep their jobs. The Union will see to it that every one of their contractual rights and benefits is fully protected.

> There is not a single aspect of working aboard ship that will not be improved by a Union contract and Cities Service men know it. That is why they have so overwhelmingly decided on the SIU as the bargaining agent.

> Any doubts that might have existed on this score were wiped away by a comparison of conditions between those on Unioncontracted ships and those on Cities Service unorganized ves-

If A Strike Comes

The Marine Division of the Cities Service Oil Company has shaped a situation for which it alone must accept full responsibility. In attempting to get the com-Camden at Petty's Island, near pany to enter collective bargaining nego-Camden, he was told that his tiations, the SIU has complied with the services were no longer needed. letter of the law governing labor-management relations. Twice the SIU petitioned the National Labor Relations Board for collective bargaining elections, after Cities Service seamen expressed a desire for representation by the Union.

> Two elections were ordered and both times the SIU was overwhelmingly designated as the choice of CS tankermen. As a result of the elections the SIU holds two certification orders, naming it as sole collective bargaining agent for men of the company's fleet.

The company filed objection after objection and exception after exception to the board's decisions throughout a threeyear battle to stave off what any soundthinking management group would have quickly accepted as just, legal and reasonable—collective bargaining relations with its employees through the medium of their reliable and attentive to duty," than they are entitled to. All legally designated representative, in this

The company has now exhausted every legal maneuver to prevent dealing with its employees. Even the illegitimate company "union," which it injected to extend the stalling, is now locked up legally and can do nothing further to block contract discussions.

If the SIU calls a strike against the Cities Service company it will be doing so because the company has closed the door on negotiations.

The SIU will be striking against the company because of its refusal to comply with the provisions of the Labor-Management Relations Act, enacted by the Congress of the United States.

Specifically, the strike will be called in protest of the company's refusal to recognize the Union certified by the Government agency as representative of its employees, and against the company's refusal to bargain collective'y with the representative of these employees.

The Cities Service Oil Company has chosen to ignore the laws of this land by refusing to comply with the decisions of the National Labor Relations Board.

In effect, Cities Service will be calling the strike against itself.

CITIES SERVICE SCOREBOARE

AURB VOTING RECORD OF CITIES SERVICE SEAMEN

1/	TOTAL VOTES CAST	TOTAL VALID VOTES	VOTES CHALLENGED	VOID VOTES	VOTES FOR SIU	VOTES AGAINST SIU	PERCENTAGE FOR SIU
FIRST NLRB ELECTION	190	183	1	6	153	30	83.8%
SECOND NLRB ELECTION	181	110	66	5	98	12	89.9%
TOTALS	371	293	67	11	251	42	

In the first National Labor Relations Board election, conducted before the creation of CTMA (the company "union"), only one vote was challenged by the SIU. None of the votes was challenged by either the NLRB or the company.

Ships voting in the first election, results of which were announced on February 9, 1948, were:

SS Abiqua, SS Cantigny, SS Chiwawa, SS French Creek, SS Council Grove, SS Logans Fort and SS Paoli.

The NLRB issued its order certifying the SIU as collective bargaining agent on May 24, 1948.

In the second election, held after the creation of CTMA, not one vote was challenged by the Union. All of the 66 ballots questioned were challenged either by the NLRB or the company.

The ships involved in this election were:

SS Archers Hope, SS Bents Fort, SS Bradford Island, SS Fort Hoskins, SS Government Camp, SS Lone Jack, SS Royal Oak, SS Salem Maritime and SS Winter Hill.

The results of the second NLRB election were announced on April 22, 1949, and the final certification order was issued by the government agency on December 2, 1949.

The Union's overwhelming majority in the second balloting is especially significant in view of the unusually large number of votes that were challenged — 66 out of a total of 181 cast.

Because of the heavy vote cast in favor of the SIU, the NLRB ruled that it was not even necessary to hold hearings on the challenged ballots to decide the outcome. Even if none of these questioned votes was registered in the Union's column, the results of the election would not have been altered, although it is a certainty that the majority, if not all of them, would have revealed a preference for the SIU, as these company- and NLRB-challenged votes undoubtedly would have followed the pattern set by their shipmates.

In other words, even though well over one-third of the entire vote was challenged in the second election by the company or the NLRB, the SIU still was far ahead, scoring the amazing majority of 54.1 percent of the total votes cast — including the 66 challenged and five void ballots.

The National Labor Relations Board cannot designate a union as the winner of an election unless the union scores better than a 50 percent majority of the valid votes cast. As the figures prove, the SIU has more than met this requirement.

UNFAIR LABOR RECORD OF CITIES SERVICE ON CO.

Of the approximately 500 jobs in the Cities Service fleet, more than 250 of the company's seamen have filed unfair labor charges against the company in the space of a few months.

The startling fact about these pending unfair labor charges is that, even if the Cities Service Oil Company had agreed to an SIU contract when it was first requested, the added cost to the company of a contract with the Seafarers would have been far less than the sum the company will eventually have to pay for its anti-union fight. This will be demonstrated if only a small percentage of the unfair labor charges against CS is upheld by the National Labor Relations Board.

There is ample precedent to sustain this estimate of heavy costs to be borne by the company. In the earlier dispute between the National Maritime Union and the Cities Service Oil Company's Marine Division, the NLRB heard six cases of unfair labor charges filed by NMU men against the company for anti-union activities. Of these six cases, the charges of five of the men were upheld by the government Board.

The company was ordered to pay these men back wages and subsistence for the time they spent on the beach as a result of their arbitrary dismissals. In addition, the Board ruled that the men were to be reinstated to their former jobs.

It is interesting to note that the evidence presented against the company in the five successful NMU cases was not nearly as strong as even the weakest cases of the more than 250 cases pending against the company today.

One of the conclusions that can be drawn from this situation is that the Cities Service seamen are not the only victims of the Marine Division's unfair labor practices. The company itself is a victim of the anti-union policy it has effected.

Besides placing the company in the present unfavorable predicament, the persons or "labor experts" advising CS Marine Division officials will be responsible for the financial soaking the company will get as a result of the pending unfair labor charges. The company can add this to the cost of paying professional union-busters, whom these "experts" recommended be brought into the field to work against the SIU.

The strange aspect of it all is that the would-be professional union-busters the company has employed have not accomplished the job they have been paid to do.

When the chips begin to fall, it would be interesting to be around when the Marine Division officials of Cities Service start explaining to the corporation and its stockholders just exactly what happened — and how.

Norfolk business requesting a

30-day extension of shipping

cards. Tallying Committee's re-

port read and accepted. New Business: Motion defeated that at every meeting, after electing

Minutes Of A&G Branch Meetings In Brief

SAN FRANCISCO -Chairman, W. McCuistion, 23138; Recording Secretary, Jeff Morrison, 34213; Reading Clerk, P. Robertson,

Minutes of meetings in other ports accepted. Agent reported slow shipping during past weeks. Communication received from crew of SS Bethore. Motion by Dore, 38091, carried, that the Negotiating Committee go after Isthmian to sign the standard agreement, with emphasis on the transportation clauses. Good and Welfare: General discussion on particulars which should be included in agreement to be negotiated for the future. Meeting adjourned with 38 members present.

SAVANNAH - Chairman, Jim Drawdy, 28523: Recording Secretary, L. E. Hodges, 255; Reading Clerk, Jeff Gillette, 37060.

in other ports accepted, except membership for their cooperato have all ships touching Puer- present.

A & G Shipping From Jan. 4 To Jan. 18

PORT	REG. DECK	REG.	REG. STWDS.	TOTAL REG.	SHIPPED	SHIPPED ENG.	SHIPPED STWDS.	TOTAL SHIPPED
Boston	11	. 8	5	24	. 6	2	6	14
New York	, 153	134	147	434	80	83	91	254
Philadelphia	23	27	24	0 74	22	12	15	49
Baltimore	93	79	60	232	65	53	59	177
Norfolk	49	44	27	120	7	7	7	21
Savannah	22	17	17	56	6	3	. 1	10
Tampa	14	11	9	34	12	14	11	37
Mobile	52	43	46	141	13	14	19	46
New Orleans	91	87	118	296	65	59	94	218
Galveston	37	18	23	78	10	. 16	11	37
West Coast	32	34	29	95	20	39	18	77
GRAND TOTAL	577	502	505	1,584	306	302	332	940

to Rico be contacted by the SIU representative there, and the set- Keith Alsop, 7311: Recording requesting 30-day extension of up on quitting ships in the Is- Secretary, J. Hammond, 24404; shipping cards. Agent Rentz reland be explained to the crews. Reading Clerk, R. Wilburn, ported slow shipping. Volunteers The motion also called upon 33093. Agent reported on the status Headquarters to explain the setof shipping for the past two up through the air-mail Bulletin. accepted as read. Agent, Patrolweeks and the prospects for the Good and Welfare: Retiring future. Minutes of meetings held Agent Jim Drawdy thanked the those of Norfolk, which called tion during his time in office, for 30-day extension of shipping and asked the members to give ers lost at sea. Meeting adjourncards. Headquarters Tallying the same cooperation to the new ed at 7:40. Committee report accepted. Mo- Agent. One minutes of silence tion by Goude, 50999, carried, for members lost at sea. Meeting

GALVESTON - Chairman | part of Norfolk New Business

Meetings of other Branches man and Dispatcher reported. Headquarters Tallying Committee's report accepted as read. One minute of silence for Broth-

MOBILE-Chairman, J. Parkthat Headquarters be asked again adjourned with 80 members er; Recording Secretary, J. L. Carroll, 50409; Reading Clerk, Harold J. Fischer, 59.

Motions carried to accept minutes of meetings held in other Branches. Agent reported on the shipping prospects for the coming two weeks. He also reported on a meeting of 5 State Federation Directors in connection with the fishermen recently brought into the SIU. The Agent concluded his report with comments on the status of the Welfare Plan. Tallying Committee's report on elections accepted. One minute of silence observed for Brothers lost at sea. Meeting adjourned at 7:30 with 420 members present.

* * * TAMPA - Chairman, R. H. Hall, 26060; Recording Secretary, T. Tyre, 32746; Reading Clerk, P. Carter, 48287.

Motions carried to accept minutes of meetings held in other Branchos. Agent's report assept ed. Motion carried to accept Balloting Committee's report. Secretary-Treasurer's financial re-January 23, received overpay-port read and accepted. Meeting ment. Get in touch with Pay-adjourned after one minute of

> NORFOLK - Chairman, Ben Rees, 95; Recording Secretary, J. Bullock, 4747; Reading Clerk, W. LaChance, 46127.

Headquarters Tallying Committee's report read and accepted. Charges against one member read and a Trial Committee



elected. Resolution from the crew The men listed below have of the SS Bethore -read. Comwon judgment of a month's munication requested that steps be taken to improve the quantity and quality of stores on Ore SAVANNAH minute in silence for lost Broth- SEATTLE..... ers. Meeting adjourned with 120 members present.

BALTIMORE - Chairman, Al Stansbury, 4683; Recording Secretary, G. A. Masterson, 20997; Reading Clerk, Rex Dickey, 652. Minutes of meetings held in

a Chairman, Secretary and Reading Clerk, a Trial Committee, an excuse committee be elected. Membership stood in silence for one minute in memory of Brothers lost at sea. Meeting adjourned with 126 members present. * * * NEW YORK - Chairman, L. Gardner, 3697; Recording Secre tary, Freddie Stewart, 4935; Reading Clerk, C. Simmons, 219. Minutes of all meetings held in other ports accepted, except Norfolk, which was rejected for requesting a 30-day extension of



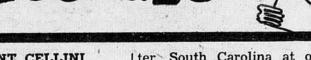
shipping cards. New Business:

Motion by Aponte, 102075, car-

ried, that Headquarters investigate Ponce Cement Company on the mater of unemployment insurance and see whether or not the company is paying into the fund on wages earneed by its seamen. Good and Welfare: Discussion on men missing ship. Membership was strongly in favor of strong action to curb practice.

t t t NEW ORLEANS - Chairman, C. Stephens, 76; Recording Secretary, H. Troxclair, 6743; Reading Clerk, Jack Parker, 27963.

Charges against two men read. Trial Committee recommendations accepted. Minutes of meet-Tallying Committee's report read ings held in other Branches and accepted. Trial Committee read and accepted. Agent reported business in port as being Meeting adjourned with 200 in good shape, but shipping has been slow. All hands were urged to register and vote in municipal elections. Good and Welfare: ridge, 1863; Recording Secretary, Lengthy discussion on Cities Ser-B. Lawson, 894; Reading Clerk, vice and the Union's successful fight to bring the case to a head. Minutes of other Branches ac- Meeting adjourned with 510 cented except that portion of members present



VINCENT CELLINI Get in touch with your sister, Mrs. Beatrice Schmidt, 1606

Mifflin Street, Philadelphia, Pa. ttt TED DYSON

Your gear is in the New York baggage room.

* * * PHILLIP SARKUS

Please get in touch with Frank E. Guitson, 409 East 92 Street, New York City.

MORRIS BERLOWITZ

"Please contact, or send money iu ine as soon as possible, c/ Baltimore Hall, 14 N. Gay Street -Gosta Skyllberg."

AL FORQUE

Write to your old shipmate, Harry Newton, 318 W. Laurel St., Compton 3, California. t t t

WM. JOHN DARCH

It is necessary for you to communicate with Richard M. Cantor, 51 Chambers St., New York 7. N.Y. immediately.

EDDIE

"I got off the ship. Write me c/o Leah. Everything okay: Frank."

- ARTHUR W. CORNMAN

Your wife is anxious to hear from you at 2121 Eastlake Ave., Los Angeles 31, Calif.

* * * WM. EDWARD THOMPSON worried about you.

1 1 1 ANTHONY CZECZEMSKI

Bell, 109 Prospect Ave., Buffalo,

EDWARD B. YOUNGBLOOD Please contact your brother, T.

ter, South Carolina at once. It is very important.

ANTONIO TEIXEIRA

Your wife is ill and asks that you write her at once, at Azara No. 10, Dept. 4, Buenos Aires, Republica Argentina.



SS DOROTHY

The following crewmembers, who paid off in New York on master, Bull Lines, 115 Broad silence for Brothers lost at sea. Street, New York:

Louis Cambaro, Bennie Crawford, Walter Hallett, Wm. Healy, James Sealy, Phillip Snyder and Leonard Toland.

The following men have transportation money waiting for them at the office of the Ponce Cement Co., Ponce, Puerto Rico: S. Crespo, R. Moran, A. Morel, R. Hestres, J. Cordero, F. Rombach, G. Rivera, L. Guatier and L. Cabrera.

SS THOMAS WOLFE (1946)

wages. Contact Albert Michel-Write your mother at 542 son, 1650 Russ Building, 235 N.W. 10 St., Miami, Fla. She is Montgomery St., San Francisco, ships. Membership stood one Jim Drawdy, Agent California:

Herebert Bagley, George E. Rodriquez, Joseph Hassler, Jr., Contact your sister, Mrs. Fred Isaac L. Jones, Richard E. Holstein, James A. Knittles, Lee T. Devol, Raymond R. Carroll, Jr., Franklin O. Miller, Raymond E. Schott, Troy W. Gemmell, Robert A. allee, John S. Hauser, Ted Doug Youngblood, Box 30, Sum-Boling and Ronald F. Chandler, other ports accepted, except that

SIU, A&G District

Directory Of SIU

who have aided the Grain and

Mill Workers were thanked by

the Agent for their good work.

Motion by Rentz, 26445, carried

unanimously, that the SIU do-

nate \$35 to the Grain and Mill Workers, who are in tough

straits as a result of their long

strike. Meeting stood in silence

for one minute for Brothers lost

at sea. Meeting adjourned with

* * *

PHILADELPHIA - Chairman,

J. Sheehan, 306; Recording Sec-

retary, G. Campbell, 34735; Read-

Motions carried to accept min-

utes of Branches in other ports.

Agent's verbal report accepted.

elected to hear charges pending.

* * *

BOSTON-Chairman, S. Green-

members present

R. Lee, 47958.

ing Clerk, A. Fusco, 42860.

400 members present.

BALTIMORE......14 North Gay St William Rentz, Agent BOSTON......276 State St. Ben Lawson, Agent Richmond 2-0140 Richmond 2-0141 Dispatcher GALVESTON..... ..3081/2-23rd St. Keith Alsop, Agent Phone 2-8448 LAKE CHARLES, La. .1419 Ryan St. L. S. Johnston, Agent MOBILE 1 South Lawrence St. Cal Tanner, Agent Phone 2-1754

NEW ORLEANS.....523 Bienville St. E. Sheppard, Agent Magnolia 6112-6113 HAnover 2-2784 Joe Algina, Agent NORFOLK.... 127-129 Bank St. Ben Rees, Agent Phone 4-1083 337 Market St. PHILADELPHIA.. J. Sheehan, Agent SAN FRANCISCO......85 Third St. Jeff Morrison, Agent Douglas 2-5475 SAN JUAN, PR.... 252 Ponce de Leon Sal Colls, Agent

.2 Abercorn St. Phone 3-1728 2700 1st Ave. Wm. McKay, Agent TAMPA.....1809-1811 N. Franklin St. Ray White, Agent WILMINGTON, Calif., 227 1/2 Avalon Blvd. E. B. Tilley, Agent Terminal 4-2874 HEADQUARTERS . . 51 Beaver St., N.Y.C. SECRETARY-TREASURER

Paul Hall DIRECTOR OF ORGANIZATION Lindsey Williams

ASST. SECRETARY-TREASURERS Robert Matthews Lloyd Gardner Joseph Volpian

SUP

	HONOLULU16 Merchant St.
	Phone 5-8777
	Phone 5-8777 PORTLAND111 W. Burnside St.
•	Beacen 4336
Ĭ	RICHMOND, Calif257 5th St.
	Phone 2599 SAN FRANCISCO59 Clay St.
d	Douglas 2-8303
	SEATTLE
	Main 0290
	WILMINGTON 440 Avalon Blvd.
	Terminal 4-3131

Canadian District

۰	
,	MONTREAL404 Le Moyne St.
	UNiversity 2427
	FORT WILLIAM 1181/2 Syndicate Ave.
,	Ontario Phone 3-3221 HALIFAX128½ Hollis St.
ij	Phone 3-8911
1	PORT COLBORNE 103 Durham St.
	- Phone SSO1
	TORONTO
	Elgin 5719
ì	VICTORIA, B.C 602 Boughton St.
	Empire 4531
0.00	VANCOUVER 565 Hamilton St.
	Pacific 7824
	HEADQUARTERS 512 McGill St.
	Montreal Plateau 670

NEW YORK WORLD-TELEGRAM,

Communist party on the water-

AFL Seafarers Union Moving to Kick Out Trotskyite Commies

Declares Both the Party and Splinter Groups Are Dual and Hostile to SIU

> By NELSON FRANK, World-Telegram Staff Writer.

Action toward expelling Trot- against the Communists among skyite Communists has been taken the membership. by the AFL's Seafarers International Union. Significant is the headquarters, all types of pro and fact that the resolution adopted semi-Communists, including the by the AFL union lists as one of real thing, were aligned against the reasons for its action the "dis-ruptive record on the waterfront removed 15 of them from office. within the (CIO's National Maritime Union) . . ." of the Trotsky- Charles Keith, former head of the

The NMU has charged that front who after being expelled among the leaders who led the re-first backed Curran and more recent disturbance at its head-cently has led the fight against quarters on W. 17th St. were suphim, is being tried for his part in porters of the two Trotskyite the seizure of the NMU headsplinter groups, the Socialist quarters.

Workers party and the Independent Socialist League.

Charges against him presented to charges against him presented to

By its action, the AFL union the membership at the next union has gone further in opposition to membership meeting on Thursday the radical political bodies than the NMU which as yet has not spelled out the names of its political opponents.

'Dual and Hostile Body.'

Despite its failure to name Communist splinter groups as enemies, the NMU is expected to be officially on record against the Communist party this week when the results of a referendum on two convention resolutions and a number of proposed constitutional amendments are counted in union headquarters.

Under the changes, introduced at the union's convention last September by supporters of NMU President Joseph Curran, resolutions passed by the membership have the result of establishing official union policy. One, that NMU leaders declare they believe has passed, names the Communist party as a body that is dual and hostile to the NMU and its mem-

Like the resolution passed by the SIU, this will make it possible to bring members up on charges that they are using their membership in the interests of a political party rather than for the good of the trade union.

The SIU, under the leadership of its Atlantic and Gulf Coast secretary-treasurer, Paul Hall, has consistently battled members of the Communist party and ousted them from the union.

'Enemies of Union.'

Now it has stated that both the declared dual and hostile to the best interests of the SIU.

The resolution states that because of their "blind following of the antitrade union theory advo-cated by Lenin and Trotsky we go on record here to deal with the supporters of these union-busting groups individually and collectively as enemies of our union as well as enemies of all American

seamen . . ." Further, it declares that "any member of the SIU who is a member of, contributes to or as a fellow traveler knowingly follows the policies of (the CP and SWP) be declared an enemy of the SIU and be made to stand charges and if found guilty to be expelled from

the union . . ."

The SIU declares that "while the powers granted the union under the resolution have not been invoked to date, the union expects to swing into action against known offenders soon."

Some Split With Curran.

Within the NMU, a member of the one-time supporters of the present administration have been Trotskyites who left the SIU to join the CIO union when the Curran forces were battling the Communist leadership.

Although they made common cause with Curran to oust the Communists from official positions, they split with him over the issue of continuing the battle

SIU MAKES NEWS

New York Newspaper Highlights SIU Fight *** Against Trotskyite-Commie Disruptors

Congressman Dollinger Says Hiring Hall Gives Men Security, Stabilizes Industry

(From the Congressional Record)

Seafarers International Union

EXTENSION OF REMARKS

HON. ISIDORE DOLLINGER

OF NEW YORK

IN THE HOUSE OF REPRESENTATIVES Tuesday, January 17, 1950

Mr. DOLLINGER. Mr. Speaker, I recently availed myself of an invitation extended to all Members of Congress by the Seafarers International Union to visit their headquarters branch at 51 Beaver Street, New York City. I was pleased to have the opportunity to see the hiring hall in action, and to learn what Paul Hall, secretary-treasurer of the Atlantic and Gulf district, Al Bernstein, their international representative, and others, are trying to accomplish.

I was convinced, that because of problems peculiar to the maritime industry, the union hiring halls have injected stability into the industry and have given to seafaring men a proper dignity and security that was impossible under the previous hiring practices.

Because I was so impressed with what I learned during my visit, I wish to take this opportunity to report to my colleagues on my experiences, and to give them the facts which were made availa-

World War II proved conclusively that a large, strong, and emclent merchant marine is absolutely essential to our national security. Were it not for the fact that we were able to keep our ships sailing when the vessels of our allies virtually had been destroyed, it is not improbable that years would have been added to the conflict. In fact, victory might not have been ours.

It is important here to remember that the hiring hall was the backbone in keeping the ships crewed and moving in wartime to all theaters of operation.

The merchant marine has properly been called our second line of defense by those who shouldered the responsibility for the successful prosecution of our war effort. Just as we must maintain an Army and Navy strong enough to meet any emergency, so must we take the necessary steps to insure the continued tions determining his right to the job. efficient functioning of our merchant the enersy of tomorrow.

marine during the war was due to the stability achieved in the maritime industry over the past years. That stability should not be threatened, unless we are feelhardy enough not to have learned anything from the past conflict.

Yet the stability of this vital industry, and the job security of the workers dependent upon it for their livelihoodsand the security of the Nation—is threatened because of a serious shortcoming in the Taft-Hartley law.

Because of the ban on the closed shop, the existence of the maritime unions' hiring halls is in jeopardy. If the view of the lower courts is upheld by the Supreme Court, the ban will not only end the current hiring hall procedure with its democratic rotary system of shipping, it will destroy the maritime unions themselves and all their hardwon gains in behalf of their seafaring members.

It is possible that failure to exempt the union hiring halls from the provisions of the Taft-Hartley law was due to a lack of understanding on the part of many Members of Congress as to the nature of the hiring hall and its manner of operation.

As I saw it, the rotary hiring system is the most equitable method of dispatching men to jobs that has yet been devised, with seamen registering for jobs as they come off the ships and then being dispatched on a first-come, first-served

Under the rotary hiring system, seamen who have been issued ceromcates by the United States Coast Guard testifying to their qualifications to sail in their particular ratings obtain jobs fairly and squarely. When a man wants employment, he registers at the union hiring hall, where he is issued a shipping card bearing the date of his registration.

As jobs come in, they are posted on the shipping board, listing the vessels, their destinations and other pertinent data. In addition, the dispatcher calls out the available jobs and those men who are qualified and wish to apply throw in their cards. Of those throwing in, the men with the oldest cards, or those who have been on the "beach"-unemployed—the longest, get the jobs. No. one is compelled to take any employment. If an eligible seaman does not want a particular job, he simply does not throw in for it. He merely waits for one more to his liking to be called cut. The date of his registration and the fact that he is qualified are the only considera-

I spoke with Paul Hall, secretaryfleet. We should take no false comfort treasurer of the Atlantic and Gulf disin the thought that Allied Nations are trict, and with his members of the SIU. rebuilding their maritime industries, and their sentiment in favor of this dem-Constantly changing political alinements ocratic system of obtaining jobs was mean that the ally of today might well be overwhelming. The older seafarers were especially vigorous in their approval and There is no question that the highly in no uncertain terms they denounced successful operation of our merchant the degrading crimp halls and the shanghaiing methods that prevailed in the industry before the advent of the union hiring hall.

Crimp halls were generally seamen's boarding houses, whose unscrupulous proprietors served as employment agencies for equally unscrupulous shipowners. Crimps fleeced their seamen-guests, sinking them deeper and deeper into debt, until they were forced to accept one of the jobs offered them as a means of getting out of debt. The seamen's wages were then used to pay off the debt and, in addition, the crimp received a commission from the shipowner. It was a vicious cycle with the seamen never getting any more than a sum necessary to dispose of his obligation to the crimp.

Shanghaiing was an even more despicable method of supplying men to ships in those days. Manpower needs of a shipowner were satisfied by coercing or kidnapping seamen by crimps and saloon proprietors who would ply them with drugs and liquor, and then hustle them aboard ship.

The union hiring hall wiped out crimps' halls and shanghaiing, and the maritime industry is better off for it.

The union hiring hall also stepped up the efficiency and stability of the merchant marine by ending the employment of "summer sailors," generally well-todo college students with connections who were pushed through Coast Guard qualification tests so that they could go to sea for a few months as a lark. As a result of this practice avalified comen who made a career of sailing and whose families were dependent upon them for sustenance were deprived of employment opportunities. They were forced to sit on the beach until these part-time sailors went back to school.

The union hiring hall not only provides fair treatment for the seamen. it has resulted in considerable advantage to the shipowners themselves, for with the innovation of union hiring came a stability that the industry never before enjoyed.

The Seafarers International Union maintains-and apparently without contradiction—that the end product of a strong union and the democratically administered system of rotary shipping is a membership that is conscientious and fully cognizant of its responsibilities as an important part of an important industry.

The Seafarers point out further that the destruction of the union hiring hall would wipe out many hard-won gains realized by organized seamen over the past 10 years, and chaos, confusion and all the sordid conditions that are now part of an inglorious history would return. And there is sound basis for this prediction.

The Congress of the United States can act to avert such a calamity. I believe all legislators share with me the desire to see our Nation move forward, not backward. I believe, therefore, that it is incumbent upon us to exempt the maritime unions from the closed shop ban. It is in the seamen's, the industry's, and Nation's interest that we