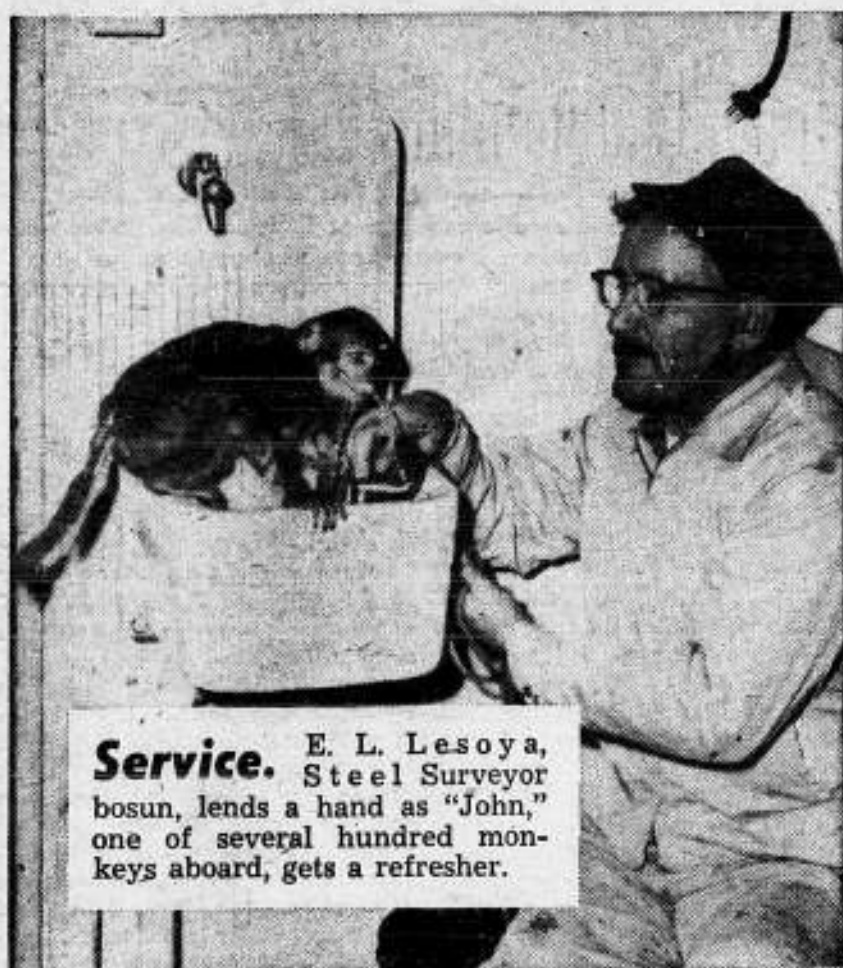


LAKES SIU WINNER IN 12-SHIP FLEET

Story On Page 3



Service. E. L. Lesoya, Steel Surveyor bosun, lends a hand as "John," one of several hundred monkeys aboard, gets a refresher.

Ship Co. Spells Out Registry Cover-Up

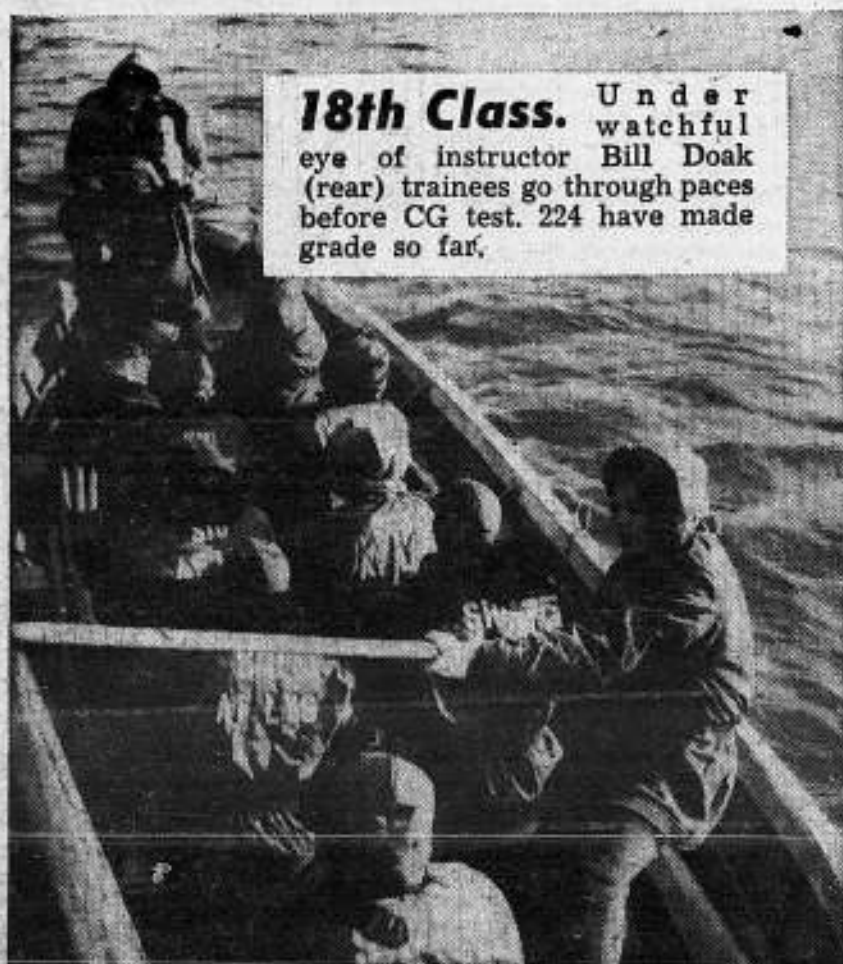
Story On Page 3

FULL TEXT

Griffin-Landrum Bill

("LABOR-MANAGEMENT REPORTING & DISCLOSURE ACT OF 1959")

See Centerfold



18th Class. Under watchful eye of instructor Bill Doak (rear) trainees go through paces before CG test. 224 have made grade so far.



Proof? Coastal Sentry gang poses with Atlas nose cone they say they recovered, but Rose Knot crew disputes claim. (See story on page 7.)

Senate Group Explores Medicine Price-Gouging

WASHINGTON—The high cost of medicine and the tragic impact of these costs, particularly on the aged who have limited incomes, is being explored at Senate subcommittee hearings headed up by Senator Estes Kefauver (Dem.-Tenn.). The initial testimony thus far, despite angry denials by the heads of the large drug companies, shows clearly that the prices of many prescriptions are way out of line with what the public should be paying.

Aside from the severe problem these costs create, particularly for Americans afflicted with chronic diseases, the heavy price the public pays for medicine is a prominent factor in inflation. As the SEAFARERS LOG pointed out in a feature article on July 3, 1959, the cost of medical care in all its forms has gone up faster than any other item in the cost-of-living index. In this area, the organized labor movement plays little or no role.

While the hearings are still in the preliminary stages, several illuminating facts have been brought forward in the process:

- Some individual drugs were being sold at prices between 1,000 and 7,000 times their actual production costs.

- The drug industry realizes profits of 22 percent on its opera-

tion, twice as much as the profit ratio for all other industry. (As pointed out in the July 3 SEAFARERS LOG, three of the first ten most-profitable companies in the US are drug companies).

- Drug companies spend many millions a year on so-called "detail" men, who go around to physicians "explaining" the "superiority" of their brand name product over all others.

- Drug discount houses complained that they had their supplies of medicine cut off when they tried to sell at less than the "suggested" retail price.

- A specialist in pharmacology at Johns Hopkins University charged the drug companies with promoting "new models" of the same standard medicines year after year, simply as an excuse to get higher prices and to persuade physicians to prescribe them.

- Doctors are overwhelmed by the flood of literature and new products and often prescribe them sight unseen. The patients then

become guinea pigs for the new drugs.

- The drug companies have sold to the Veterans Administration at half the price of wholesale charges to the corner drugstore for private sales.

- Government statisticians estimate that the cost of prescriptions has gone up 33 percent in ten years, compared to a 25 percent increase in the consumer price index.

The drug companies' defense for their high prices is that they have to invest heavily in research, often spending millions on what may turn out to be an unusable item. However, heavy research outlays are equally common in other industries, such as chemicals, electronics, textiles, aircraft and aluminum, and very often, these outlays do not pay off either. Color television, for example, is one such costly flop. Nevertheless, these industries operate on much smaller profit margins than the drug companies.

The difference is, of course, that the consumer, if he so desires, can turn up his nose at color television or some other heavily-researched product, but the sick patient who receives a prescription from a physician has no choice. He either pays the going price or suffers needless pain, disability or even death.

Damaging Testimony

Perhaps most damaging to the drug companies was the testimony by witnesses for the American Association of Retired Persons and the National Retired Teachers Association, two organizations which tried to provide cheaper medicines for their members through sale of drugs at discount prices. When they set up a West Coast outlet, it was ordered out of business by the California Board of Pharmacy for violating state fair trade laws. The East Coast service, which discounts drugs for at least 25 percent less than standard charges, found that several companies refused to sell it merchandise because of the price-cutting. As a result, the retired oldsters had to pay higher prices for their medicines.

The testimony about fantastic mark-ups on individual drugs, which caused much furor, cited one company as producing a cortisone derivative for 1.6 cents a tablet, wholesaling it at 17.9 cents a tablet and suggesting a retail price of 29.8 cents. Another, smaller drug company, was wholesaling the same drug for 2.7 cents a tablet. Several examples of this kind were listed.

The company involved, the

(Continued on page 6)

SEAFARERS LOG

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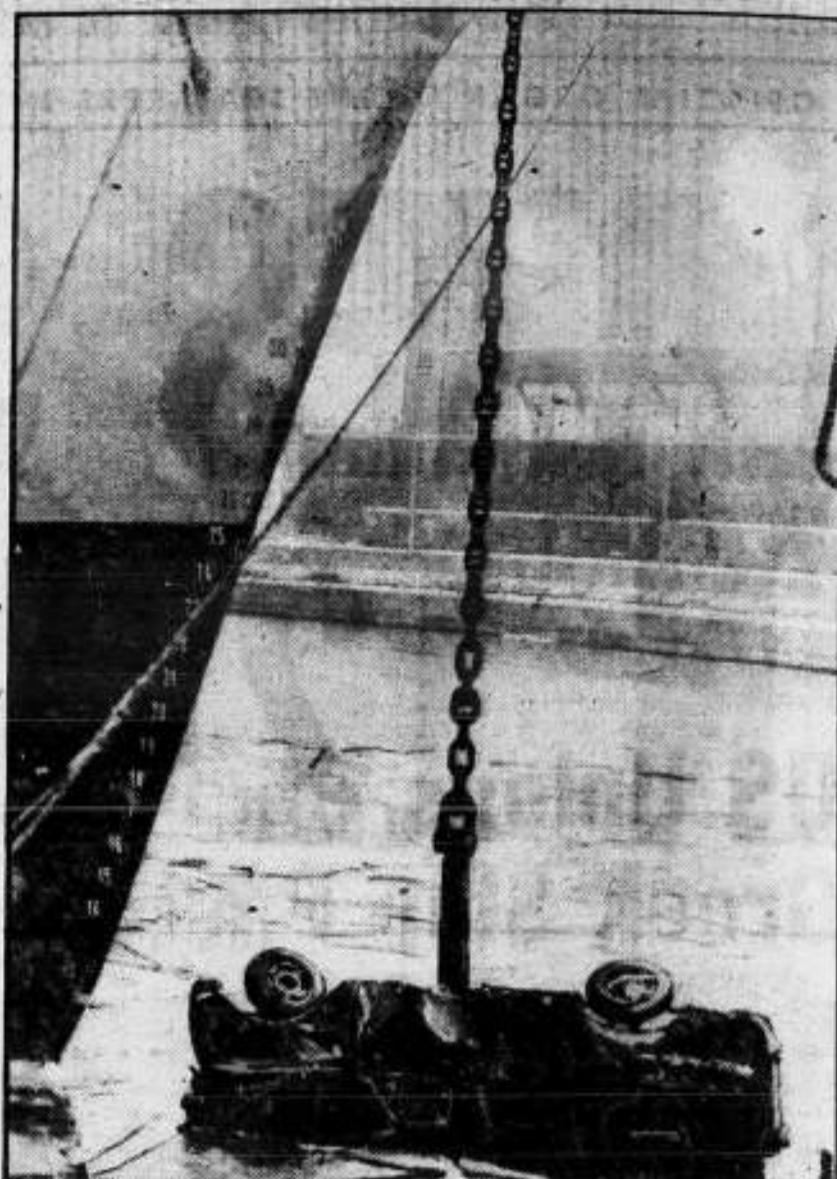


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Up From the Deep Six



The Norwegian freighter Maksefjell hooked this car wreck with her anchor in Montreal harbor. No one knows how it got there, or why.

Urge World Tramp Crews To Forward \$ Vouchers

The sales of additional ships operated by the World Tramp agencies are in process as the Union is continuing its efforts to secure back pay for the crewmembers involved. In order to assure the earliest

possible payment of claims, crewmembers of the following ships are urged to contact the office of Miller & Seeger, Union attorneys, at 26 Court Street, Brooklyn 1, New York and forward pay vouchers and any unpaid allotment checks. The eight ships are the Pacific Ocean, Pacific Carrier, Pacific Navigator, Pacific Explorer, Waldo, Pacific Tide, Pacific Thunder and Pacific Star.

Yesterday, the Pacific Thunder was auctioned off in Houston, Texas, while the Pacific Star is up for sale on January 5. The

Pacific Carrier and Pacific Navigator have already been sold and hearings have been ordered to determine the priorities of payment of the proceeds.

A ninth ship, the Pacific Venture, arrived in Baltimore with a load of ore on Monday and promptly was seized by a US marshal.

A 10th ship, the Pacific Wave, appears to have been abandoned outside the breakwater at Haifa and its fate has not yet been determined, although means are being sought to obtain payment on behalf of the crew. Two other vessels have been taken over by other operators and should be able to meet their obligations.

The eight ships previously mentioned have all been libeled by the Union's attorneys to recover wages due, plus payments to welfare and vacation funds. The claims of the unlicensed crewmembers present some special problems since many Seafarers off these eight ships took their pay vouchers with them when they left the vessel. Further, some allotment checks for which the company took credit were either never received by the Seafarer's dependents, or if they were received, bounced at the bank.

Consequently, in order to establish an accurate payroll record and the status of the allotment checks, the crewmembers on these ships should get in touch with the Union's attorneys promptly. In addition to supplying pay vouchers and unpaid allotment checks, the Seafarer should furnish details about errors in the pay voucher and concerning allotment checks that were not received.

In sending these documents through the mail, include name, Z-number, Social Security number and a mailing address where you can be reached.

SIU Veteran Gets Benefit

Sixty-five years of age and having sailed for nearly two decades with the Union, Seafarer Moses A. Lucas has won approval from the SIU Welfare Plan trustees on his application for a disability pension.



Lucas

Lucas was approved at the last trustees' meeting, qualifying him for the \$35 weekly disability benefit as of November 29. Two years ago he actively participated in the American Coal campaign.

The veteran Seafarer has shipped as chief steward and cook with the SIU. He last sailed on the Seatrain New Jersey in September, but has been unfit for duty since then because of a heart condition.

Lucas is a resident of Hyannis, Mass.

ICC Official Asks End Of Rail Bias

WASHINGTON—The first indication that the Interstate Commerce Commission is taking a new look at the problems of coastwise shipping has come in the report of an ICC examiner. Examiner Charles E.

Morgan has called for the Commission to set all-rail through rates on piggyback cargo at a higher level than rates on cargo carried by ship and then by rail.

Such a policy, if adopted by the ICC, would deal a body blow to the railroad's rate-cutting campaign which is designed to put the last few domestic ship carriers out of business.

At the same time, the Interstate Commerce Commission has set hearing dates on December 15 and January 4 to take up a complaint by the SIU-contracted Seatrain Line and the State of Georgia against railroad rates on paper products out of the Savannah area. The railroad rates on the all-rail long haul to the New York area were deliberately set below the combined Seatrain-railroad rate so as to put the shipping company out of business in that port.

The governor of Georgia intervened and asked for a new hearing because the destruction of Seatrain's pulpboard traffic out of Savannah would knock the state's Savannah port program out of kilter.

The examiner's proposal would call for the all-rail rates to be three percent higher, or at least five cents a hundred pounds higher than the combined sea-rail rate. A differential of this kind is necessary for ships because of slower delivery and uncertain schedules.

What the railroads have been doing is cutting the all-rail rates while at the same time keeping high rates on the short haul to and from the dock. Since the short haul rates go into making up the combined sea-rail rate, the shipping companies have been virtually

helpless to meet this kind of rate competition.

Once having starved out ship operators, the railroads would be in a position to charge any rates they pleased, particularly on bulk cargoes for which trucking cannot compete very effectively.

The examiner's recommendations came in a case involving the rates of Seatrain, Pan-Atlantic and the railroads on a variety of commodities. However, it is up to the full commission to decide whether to establish the examiner's recommendations as its standard policy.

'Hit-Run' Ship Wrecks Pier

BAY CITY, Mich.—Everybody's heard about hit-and-run automobiles, but it remained for a tanker here to establish itself as a hit-and-run ship.

The vessel, the tanker Lio, ran into a railroad bridge pier in this city, doing \$150,000 damage and then just took off without reporting the incident.

Came the following morning and astounded Bay City officials discovered a huge gash in the pier, which had been pushed about 14 inches out of line.

Some quick detective work followed, including examination of the ship's paint that had scraped off onto the pier, plus a check of the vessels that had been in the vicinity. The tanker was contacted by radiotelephone and the skipper admitted that his vessel was responsible.

No explanation was given for the failure to report the accident.



Part of 19-man US labor delegation is shown at meeting of International Confederation of Free Trades Unions in Brussels. At left, AFL-CIO President George Meany discusses point with delegate. Others are Jay Lovestone, Director of International Publications, AFL-CIO and Paul Hall, SIUNA president.

US Unions Check Greek Ship Pacts

ANTWERP—Further steps toward determining the true control of specific runaway-flag ships and the rights of American unions to organize these vessels were taken at a meeting of the International Transportworkers Federation here. As a result of the meeting, US maritime unions have obtained the right to check into the control of all runaway-flag vessels which are under contract to the Greek Seamen's Union.

The meeting was called to consider approval of Greek Seamen's union contracts with runaway vessels but this approval was put off until such time as the US maritime unions can look into the ownership involved.

In addition, the American unions, represented by SIUNA President Paul Hall and NMU President Joseph Curran, put into the record a list of ships which are deemed to be under the "effective control" of the US Government. While disagreeing with the concept of "effective control" the US maritime unions hold that any ship so regarded by a US Government agency must obviously be a vessel owned or controlled by US nationals.

IMWU Started

The American union representatives also reported on the formation of the new International Maritime Workers Union which has been set up for the purpose of organizing seamen on runaway-flag ships.

The new union is in the process of obtaining facilities and setting up staff. Shannon Wall, a vice-president of the National Maritime Union has been appointed executive director of the IMWU and will head up the organizing activities. It is expected that the new organization will function in all major US ports and, if necessary, will establish officers overseas as well.

Wall, who was elected NMU vice-president in 1958, will take a leave of absence effective the first of the year to devote full time to the new union. He was previously NMU port agent in Baltimore and served in San Pedro and San Francisco before that. He sailed from 1943 to 1951 and holds a bosun's rating.

Principal targets for IMWU activity are some 1,695 ships under the flags of Liberia, Panama and Honduras, employing an estimated 70,000 seamen. As the first step, the union is seeking identification of those ships which the US Navy deems as being under its "effective control." Such a list would

clearly identify the vessels on it as being American-owned and controlled beyond any doubt.

In a related development, attorneys for the SIU and the NMU have denounced the activities of the runaway operators' lobby—the "American Committee for the Flags of Necessity"—in seeking State Department intervention in pending runaway-ship representation cases at the National Labor Relations Board and in the courts. The attorneys charged the committee with "impropriety" in trying to get the State Department to intervene in legal proceedings which should be decided on the basis of the law.

(Continued on page 15)

Win Key Ballot In Lakes SIU Drive; 12 Ships Go Union

An organizing campaign which got underway last spring among crewmembers of the Reiss Steamship Company fleet, a major Great Lakes operator, reached a successful climax as unlicensed seamen of the 12-ship fleet voted for representation by the SIU Great Lakes District.

The final tally of a week-long consent election, announced last Wednesday, showed 166 votes for the SIU as against 109 "no union" votes. There were no challenged or voided ballots among the 275 cast.

Voting was conducted by the Honest Ballot Association under a consent agreement reached between the SIU and the company. The consent agreement enabled the vote to be completed just before the Lakes ships laid up for the end of the shipping season. Otherwise, the election campaign would have had to carry over to next spring.

The Reiss vote represents a breakthrough by the Union in one of the last major non-union strongholds in American maritime. The victory was considered especially significant in that crewmembers of the Reiss fleet, in most instances, had records of many years' continuous employment with the company. Nevertheless, they chose union representation to assure their job security and benefits.

The Great Lakes District, as well as other unions, has been



Symbolizing end of Lakes shipping season, Roland Williams, AB, heaves ice blocks over the side of Sultana in Buffalo. Cold snap caused ice formation topside.

actively organizing on the Lakes since the shipping season began in the spring. However, organizing this year was hampered severely when most Lakes operators idled their ships following the start of the steel strike. Nevertheless, SIU Lakes organizers persisted in their efforts.

Encouraged by the outcome, the Lakes District pledges redoubled

efforts among several other non-union fleets when the shipping season begins again next spring.

Al Tanner, Maritime Trades Department coordinator on the Lakes, said that steps would be taken immediately to prepare for contract negotiations with the company to bring about a speedy contract and coverage of the Reiss crews by the SIU Job Security Program, which provides job security and seniority protection unmatched on the Lakes.

Tanner termed the vote results "clear-cut proof of the fact that when Lakes seamen learn the whole story of the SIU and its program of benefits they always vote in behalf of the SIU."

The Reiss voting, which began just as the ships were going into lay-up for the 1959 season, got under way on November 28 and ended December 4. The ballots were counted on December 9.

With the exception of 14 mail ballots, all voting took place aboard the ships as they arrived in lower Great Lakes ports, except on one vessel which was laid up.

Reiss, which has 325 unlicensed men in its fleet, operates in the grain, coal, stone and ore trades all over the Lakes. Six of its ships are conventional bulk freighters, while the other six are self-unloaders.

The SIU's campaign in the fleet got under way in April and was able to continue without interruption because Reiss was one of the few Lakes fleets which operated throughout the steel strike.

As soon as the steel strike was halted, however, the SIU resumed full-scale organizing efforts and there are now a number of other elections pending in non-union fleets. These are expected to be held when shipping resumes in the spring.

The SIU success in the Reiss fleet is the latest in a number of organizing victories which have been won on the Lakes. Other new companies signed to contracts have included the Tomlinson Fleet Corporation, with 12 ships, and the Gartland Steamship Company, with 7 ships.

Hearing Shows How US Co's Cover Up Foreign-Flag Ships

Revealing details of how American operators cover the ownership and control of their ships in registering them under runaway flags, as well as the flags of legitimate maritime nations, came to light last week at a Federal Maritime Board hearing in New York.

The information, brought out in a subsidy hearing concerning States Marine Lines, showed that the company "sold" its foreign-flagships to a Norwegian company without a single penny in cash changing hands as a down payment. There were 16 modern ships involved, of more than 400,000 deadweight tons.

The testimony came to light as the result of States Marine's bid to keep certain of its foreign ship operations while at the same time receiving operating and construction subsidies from the United States Government. This bid has been challenged by several other American-flag subsidized operations. At present, subsidized companies are prohibited from having foreign-flag ties.

States Marine Shares

The details were given by Joseph H. Ball, former US Senator from Minnesota and now a States Marine vice-president. He testified that as the ships were built, Global Bulk Transportation Corp., a Panamanian subsidiary of States Marine, sold the ships to three Norwegian ship operators and six companies. The Norwegians got 60 percent of the stock and the remaining 40 percent was held by a Panamanian company affiliated with Global Bulk—which in turn,

is a States Marine subsidiary. The ships were all built since 1951.

Not only was the "sale" for "free" in terms of no down payment being involved, but all of the ships have long-term charters to American industrial concerns. These industrial companies, who also have a piece of the Global Bulk operation in one form or another, include Republic Steel, Kaiser Aluminum, Joshua Hendy (which also operates a fleet of tankers for the Navy under contract with the Sailors Union of the Pacific), Freeport Nickel and Utah Construction Company.

The States Marine transaction then, appears to be a classic example of the way major US industries and US shipowners set up a complex sequence of ship transfers to create the appearance that the ships are not really American vessels. This, in turn, is done largely to avoid organizing by US maritime unions, as well as for tax advantages.

Obviously, by registering ships owned by a Panamanian corporation under the Norwegian flag, a legitimate maritime flag, it was hoped that the States Marine ships could escape the "runaway" tag.

The 16 Global Bulk ships involved are all large, modern bulk ore carriers and supertankers. It

was reported that the terms of their charter operation will fully repay the cost of construction in 15 years, with the remaining years pure profit.

Further evidence of the transparent nature of the "sale" was the fact that Global Bulk had the option to repurchase the ships if Norway tried to nationalize its shipping or quit its ties with the west.

Norwegian Guarantee

The Norwegian group guaranteed to provide a Norwegian headquarters to manage the vessels and to man them with Norwegian officers and crews, thus providing a respectable cover for a runaway operation.

The States Marine paper set-up in Norway is particularly interesting in light of changes in policy by the International Transportworkers Federation earlier this year. Originally, the ITF regulation was that the nationality of a crew decided which union could organize a given ship, so that the States Marine device was effective protection from US Maritime Union organizing. At the insistence of US maritime unions, this was changed to provide that the ownership and control of a vessel determines who has the organizing rights.



SEAFARERS ROTARY SHIPPING BOARD



November 25 Through December 8, 1959

The coming Christmas and New Year holidays have already brought good cheer to a number of Seafarers on the beach in the various SIU ports, according to this period's shipping figures. Although lagging slightly behind the last two weeks, shipping for the 14 ports during the last period held its own, and in many areas, picked up considerably. There was a total of 1,169 men shipped, which is about 61 men less than the total shipped the previous period.

As has been the trend in the past, shipping usually picks up around this time of the year as many of the men pay off to spend the holidays with their families. New York and Houston showed sizable increases, shipping almost 500 men between them. On the West Coast, San Francisco almost doubled its prior totals when 124 men shipped from that port over the last period. However, the shipping boom in Frisco was confined to that area as the other two West Coast ports, Wilmington and Seattle, normally good for shipping, dropped considerably. Also hit fairly heavily over the past period were the ports of Philadelphia, Norfolk and Baltimore. Between them the three ports shipped only 214 men, or about 18 percent of the total men shipped.

Shipping from the other SIU ports remained steady, with Boston showing a slight increase, shipping 18 men as compared to eight for the prior period. Jacksonville dropped somewhat as did Mobile, but

the ports of Miami, Tampa, and New Orleans held their own.

Percentage-wise, class C cards picked up slightly as did class B books. The corresponding loss was in the number of class A men shipped which dropped from 72 percent to 68 percent. Class B men accounted for 24.5 percent of the jobs and class C for the remaining 7.5 percent.

While the overall totals on the number of ships calling at SIU ports remained the same, the breakdown changed. There were 51 vessels paying off in the last two week period, 23 signed on and the remaining 131 were in transit. This represents a fairly large drop in the number of vessels signing on, and a big increase in the number of in-transit ships. The four ports of New York, Baltimore, New Orleans and Houston accounted for a total of 127 vessels. There were three ports, Miami, Tampa and Wilmington which had no ships signing on or paying off while two others, Boston and Seattle, had no sign-ons.

The following is the forecast of SIU shipping, port-by-port: Boston: Fair... New York: Should hold up... Philadelphia: Looks slow... Baltimore: Shows signs of improvement... Norfolk: Slow... Jacksonville: Fair... Tampa: Slow... Mobile: Slow... New Orleans: Steady... Houston: Good... Wilmington: Should pick up... San Francisco: Good... Seattle: Should improve.

Ship Activity

	Pay Offs	Sign In	On Trans.	TOTAL
Boston	4	—	3	7
New York	20	3	11	34
Philadelphia	2	2	10	14
Baltimore	6	7	17	30
Norfolk	2	1	6	9
Jacksonville	1	1	7	9
Miami	—	—	2	2
Tampa	—	—	8	8
Mobile	5	2	8	15
New Orleans	4	3	25	32
Houston	4	1	26	31
Wilmington	—	—	2	2
San Francisco	2	3	4	9
Seattle	1	—	2	3
Totals	51	23	131	205

DECK DEPARTMENT

Port	Registered CLASS A				Registered CLASS B				Shipped CLASS A				Shipped CLASS B				Shipped CLASS C				TOTAL SHIPPED				Registered On The Beach CLASS A				CLASS B			
	GROUP 1	2	3	ALL	GROUP 1	2	3	ALL	GROUP 1	2	3	ALL	GROUP 1	2	3	ALL	GROUP 1	2	3	ALL	GROUP A	B	C	ALL	GROUP 1	2	3	ALL	GROUP 1	2	3	ALL
Boston	2	8	—	10	—	—	1	1	—	2	3	5	—	—	1	1	—	—	—	—	5	1	—	6	9	16	2	22	—	2	1	3
New York	24	40	9	73	—	6	13	19	20	47	18	85	—	8	9	17	—	5	6	11	83	17	11	113	97	203	21	324	4	33	51	88
Philadelphia	2	2	—	4	—	2	1	3	2	1	1	4	—	—	1	1	—	—	—	—	4	1	—	5	15	14	12	41	1	2	2	5
Baltimore	12	19	6	37	1	10	12	23	17	20	8	45	1	5	8	14	2	3	5	10	45	14	10	69	34	30	9	93	2	12	23	37
Norfolk	3	12	1	16	—	—	4	4	1	1	1	3	—	3	—	3	—	—	—	—	3	3	—	6	9	9	3	21	—	5	10	15
Jacksonville	—	8	3	11	—	—	1	1	2	4	1	7	—	5	1	6	—	—	—	—	7	6	—	13	2	10	1	13	—	—	1	1
Miami	—	1	—	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2	—	—	—	—	—	—	—
Tampa	1	4	—	5	—	1	—	1	—	4	—	4	—	1	—	1	—	—	—	—	4	1	—	5	2	10	1	13	—	2	2	4
Mobile	4	11	5	20	—	—	2	2	5	9	6	20	—	—	1	1	—	—	—	—	20	1	—	21	31	29	5	65	—	1	8	9
New Orleans	21	33	9	63	2	8	10	20	9	27	7	43	6	4	8	18	—	2	1	3	43	18	3	64	54	85	26	165	—	20	16	36
Houston	14	23	4	41	1	3	2	6	20	38	7	65	—	7	12	19	—	—	—	—	65	19	—	84	21	28	8	57	1	14	6	21
Wilmington	1	3	4	8	—	—	2	2	—	3	—	3	—	1	—	1	—	—	—	—	3	1	—	4	4	9	4	17	—	3	2	5
San Francisco	5	23	1	29	2	2	5	9	13	12	8	33	3	5	3	11	1	4	1	6	33	11	6	50	8	21	3	32	2	2	5	9
Seattle	6	6	3	15	—	4	1	5	4	5	1	10	—	—	1	1	—	—	—	—	10	1	1	12	9	11	1	21	3	1	4	8
TOTALS	95	193	45	333	6	36	54	96	93	173	61	327	10	39	45	94	3	14	14	31	327	94	31	452	290	496	100	886	13	97	131	241

ENGINE DEPARTMENT

Port	Registered CLASS A				Registered CLASS B				Shipped CLASS A				Shipped CLASS B				Shipped CLASS C				TOTAL SHIPPED				Registered On The Beach CLASS A				CLASS B			
	GROUP				GROUP				GROUP				GROUP				GROUP				GROUP				GROUP				GROUP			
	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	A	B	C	ALL	1	2	3	ALL	1	2	3	ALL
Boston	1	4	1	6	—	—	1	1	—	3	2	5	—	1	2	3	—	—	—	—	5	3	—	8	—	7	—	7	—	1	2	3
New York	11	34	5	50	1	11	8	20	10	57	8	73	1	10	8	19	—	1	3	4	73	19	4	96	40	119	28	187	8	41	27	76
Philadelphia	—	9	3	12	—	—	—	—	—	4	1	5	—	—	2	2	—	—	—	—	5	2	—	7	2	22	8	32	—	1	2	3
Baltimore	4	30	10	44	—	9	12	21	2	23	4	29	—	8	13	21	1	7	3	11	29	21	11	61	9	65	8	82	—	10	13	23
Norfolk	—	2	—	2	—	4	2	6	—	1	—	1	—	2	3	5	—	1	0	1	1	5	1	7	—	14	—	14	1	2	5	8
Jacksonville	2	3	—	5	—	1	1	2	—	3	—	3	—	1	1	2	2	2	2	6	3	2	6	11	2	7	—	9	—	1	—	1
Miami	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Tampa	—	6	—	6	—	—	—	—	—	5	1	6	—	—	—	—	—	—	—	—	6	—	—	6	2	13	—	15	—	—	3	3
Mobile	6	7	1	14	—	2	6	8	3	5	2	10	—	2	3	5	—	—	1	1	10	5	1	16	14	43	3	60	—	2	9	11
New Orleans	12	33	2	47	—	15	6	21	11	24	7	42	—	3	10	13	—	—	2	2	42	13	2	57	31	63	7	101	2	39	6	47
Houston	6	13	—	19	—	10	3	13	6	33	5	44	2	5	15	22	—	—	—	—	44	22	—	66	13	30	1	44	—	11	11	22
Wilmington	—	5	—	5	—	1	1	2	—	3	1	4	—	—	1	1	—	—	—	—	4	1	—	5	2	10	—	12	—	4	2	6
San Francisco	4	11	7	22	1	3	3	7	5	22	5	32	—	8	9	17	—	—	1	1	32	17	1	50	8	15	2	25	2	2	—	4
Seattle	—	10	5	15	—	6	—	6	—	5	—	5	2	—	1	3	—	—	—	—	5	3	—	8	—	16	5	21	—	6	4	10
TOTALS	46	167	34	247	2	62	43	107	37	188	34	259	5	40	68	113	3	11	12	26	259	113	26	398	123	424	62	609	13	120	84	217

STEWARD DEPARTMENT

Port	Registered CLASS A				Registered CLASS B				Shipped CLASS A				Shipped CLASS B				Shipped CLASS C				TOTAL SHIPPED				Registered On The Beach CLASS A				CLASS B			
	GROUP				GROUP				GROUP				GROUP				GROUP				GROUP				GROUP				GROUP			
	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	1	2	3	ALL	A	B	C	ALL	1	2	3	ALL	1	2	3	ALL
Boston	1	—	1	2	—	—	3	3	—	—	1	1	1	—	2	3	—	—	—	—	1	3	—	4	7	4	1	12	—	—	2	2
New York	11	11	26	48	2	1	15	18	13	8	25	46	1	—	21	22	—	—	8	8	46	22	8	76	109	34	111	254	4	13	94	111
Philadelphia	3	—	4	7	—	—	2	2	2	—	2	4	—	—	4	4	—	—	—	—	4	4	—	8	12	5	10	27	—	—	6	6
Baltimore	10	2	19	31	—	—	8	8	13	2	10	25	2	—	6	8	1	—	12	13	25	8	13	46	89	11	34	84	1	1	16	18
Norfolk	3	—	2	5	1	1	2	4	1	1	3	5	—	—	—	—	—	—	—	—	5	—	—	5	10	5	1	16	1	5	2	8
Jacksonville	4	1	1	6	3	—	—	3	2	2	—	4	1	—	2	3	—	—	3	3	4	3	3	10	6	2	2	10	2	1	—	3
Miami	1	—	—	1	—	—	1	1	—	—	1	1	—	—	—	—	—	—	—	—	1	—	—	1	1	—	1	2	—	—	—	—
Tampa	—	—	1	1	—	—	1	1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6	2	9	17	1	—	—	—	1
Mobile	14	2	16	32	—	—	7	7	7	2	8	17	—	—	7	7	—	—	—	—	17	7	—	24	33	5	28	66	—	—	13	13
New Orleans	10	10	30	50	—	1	13	14	8	4	27	39	—	—	9	9	—	—	7	7	39	9	7	55	44	16	59	119	2	2	36	40
Houston	14	3	16	33	2	2	13	17	13	6	22	41	—	—	15	15	—	—	5	5	41	15	5	61	19	8	15	42	5	3	13	21
Wilmington	2	—	—	2	—	1	—	1	—	—	1	1	—	—	1	1	—	—	—	—	1	1	—	2	7	2	1	10	2	1	1	4
San Francisco	5	—	8	13	1	—	5	6	8	3	8	19	—	—	4	4	—	—	1	1	19	4	1	24	16	4	13	33	—	2	2	4
Seattle	2	1	4	7	—	—	—	—	—	1	—	1	—	—	1	1	—	—	1	1	1	1	1	3	9	1	5	15	—	2	2	4
TOTALS	80	30	128	238	9	6	76	85	67	29	108	204	5	—	72	77	1	—	37	38	204	77	38	319	318	99	290	707	18	30	187	233

on the ball

NEWS HEADLINES IN REVIEW



AFTER TRIUMPHANT TOUR OF ASIA, PRES. EISENHOWER GOES TO PARIS TO MEET WITH DE GAULLE... HOPES TO CURB 'INDEPENDENT' MOVES BY DE GAULLE, WHICH HAVE BEEN WEAKENING N.A.T.O.



AMERICA PRESSING FOR REDUCTION OF EUROPEAN TRADE BARRIERS AGAINST U.S. PRODUCTS... HIGH TARIFFS ON OUR EXPORTS EXIST IN LANDS WE HAVE AIDED.



U.N. ASSEMBLY CLOSES... OFFERED RESOLUTIONS ON TIBET & HUNGARY WITH PLANS FOR ARMS CONTROL... 'BLOC' OF AFRICAN NATIONS FORMED AND GAINING IN IMPORTANCE.



RUSSIAN PRESS STRESSES COEXISTENCE INSTEAD OF VITRIOLIC ATTACKS; BUT EXCITED ABOUT ARMING OF WESTERN GERMANY.



U.S. COMMUNIST PARTY HOLDS CONVENTION, ONLY 5,000 IN PARTY NOW, DOWN FROM 1945 PEAK OF 80,000.



ANOTHER SOUTH AMERICAN DICTATOR WAS THE TARGET OF A REVOLUTION, THIS TIME IN PARAGUAY... THE REBELS WERE REPORTED TO BE FROM ARGENTINA.

Probers Find Kings Pt. Is Unhappy Ship

A three-man Congressional subcommittee completed three days of hearings on the status and operations of the Kings Point Merchant Marine Academy and heard pleas for more money for everybody—staff and students. The major objective of the hearings was to inquire into the quasi-military status of the staff which has been the target of proposed legislation, as well as the operations of the academy generally.

However, a good deal of testimony consisted of complaints that the academy's cadets do not receive enough spending money from Congress, as well as mutual recrimination between faculty and staff members, and faculty and students.

The investigation had been prompted by a dispute between the Maritime Administration and a segment of the faculty over establishing civilian status for all academy instructors. Legislation to that end has been introduced but is being fought by some faculty members and some of the academy's alumni.

'Plight' Of Cadets

At the hearings before Reps. Herbert Zelenko and Victor Anuso, New York Democrats, and Rep. Frank Dorn, New York Republican, testimony was given as to the "plight" of the cadets in their four years of study at the academy.

The Congressmen were told that the cadets, who receive a free college education, free room and board and \$25 a month spending money, occasionally have to take on odd jobs on the weekends if they want extra cash, and also

rotate as waiters in the academy's dining room.

The only funds actually laid out by the cadets during the four years are \$700 for uniforms and fare to

Valchem Crash Witness Tests Constitution Right

No ruling has come down from the Coast Guard as yet as to whether or not Walt Welles, second mate of the Santa Rosa, has the right to withhold testimony in hearings on negligence charges arising out of the

Valchem-Santa Rosa collision. The collision last March took the lives of three Seafarers and an engineer on the Valchem.

The Coast Guard, holding hearings on negligence charges against the Valchem's second mate, ran into a stumbling block when Welles refused to answer questions in cross-examination. He claimed that such answers would be damaging to his own case as he is facing similar charges.

His lawyer, Raymond T. Greene, argued that his constitutional rights would be impaired if he were required to answer.

The prosecuting attorney, Lieut. Comdr. Albert S. Frevola, questioned whether any constitutional rights were involved. He maintained that the hearing was not a criminal proceeding but a disciplinary action, and that the Government should not be penalized by

the loss of direct testimony by Welles.

The constitutional issue has not been raised before, but the SIU has objected recently to proposed Coast Guard hearing procedures. The SIU has held that the procedures should be as close as possible to those followed in a court of law and that witnesses have the same protection in a Coast Guard hearing as in a legal proceeding, because their job rights are at stake in any such disciplinary proceeding.

Consequently, the outcome of the Welles' case, irrespective of his responsibility for negligence, may have an important bearing on the legal rights of seamen facing Coast Guard charges.

The hearing has been adjourned until December 28. Meanwhile, both lawyers were told to submit briefs.

Welles had refused to answer questions about whether the Santa Rosa's master, Capt. Frank S. Siwik had stood next to him during a radar plot, or whether the fog had cleared at the time of the crash off Atlantic City. He also would not tell whether or not he had reported plots to the captain.

He did, however, answer questions about the crash when he was questioned directly by Commander Frevola. The Coast Guard has been holding hearings since June on the charges against four officers of the two ships, the masters and second mates, and recently held that both the ships were guilty of negligence in the crash.

Both vessels had misinterpreted their radar and were traveling at top cruising speed during conditions of reduced visibility, the Coast Guard said.

pared to the \$300 annual allowance to Kings Point students.

The other academies, of course, are preparing students for service in the Armed Forces while Kings Point students are being schooled for civilian jobs on merchant ships.

Also discussed at the hearing was the impact of reclassification of academy instructors and other staff members as Civil Service employees. In most instances, this would result in losing special military allowances and other benefits.

It had been charged in the past that the academy staff was loaded with Navy officer and petty officer ratings.

The SIU has long been opposed to the operation of the academy for two reasons: the military atmosphere under which students are trained for civilian jobs, and secondly because Government funds are used to train a fixed number of officer candidates annually irrespective of the needs of the industry.

The Union position has been that merchant marine officers should come out of the ranks of merchant seamen, and if anything, funds for their training should be provided by the industry.

The Congressional subcommittee also heard testimony as to the limited number of academy graduates who make a career out of seafaring. As reported in the last SEAFARERS LOG, 163 of the 832 graduates since 1953 are now presently working aboard ships with the rest working ashore, in the Navy, or doing graduate work for advanced degrees.

Sign-Ons Give 'Frisco Boost

SAN FRANCISCO — Shipping has been very good here during the last two weeks, with two full crews signing on and another expected to do same as soon as the ship in question gets a charter. But the coming period does not look as bright, it's reported.

Paying off were: Choctaw (Waterman) and Steel Fabricator (Isthmian).

Signing on: Marine Carrier (Marine Bulk) and Steel Fabricator (Isthmian).

In transit: Fairport, City of Alma (Waterman); Ocean Dinny (Mar. Oversea); Steel Flyer (Isthmian); and Thetis (Rye Marine).

ILA Men Vote OK To New Dock Pact

New York longshoremen have voted in favor of a new three-year contract with waterfront employers by a healthy 3-1 margin. The voting, held December 10, was also conducted all along the Atlantic

seaboard from Maine to Norfolk, Va., with similar results. In New York 13,398 voted for the agreement and 4,214 against it. The acceptance of the contract had been recommended by the International Longshoremen's Association.

The vote left the contract problems of the southern longshoremen still to be resolved. The employers in the South have been balking on agreeing to a contract on the pattern of the North Atlantic Coast. Unless an agreement is reached by December 27, the southern long-

shoremen will be free to strike, because the Taft-Hartley 80-day cooling-off period expires then. It was used to halt October's eight-day dock strike originally provoked by the refusal of southern employers to agree to retroactivity.

The big issue, the matter of automation on the docks, seems to have been solved by a compromise. The employers, represented by the New York State Shipping Association, won the right to introduce labor-saving devices at the piers.

This means that containerization will become a more important means of transporting cargos. The agreement gives operators the go-ahead to set up the docks for container shipping.

The ILA however, gained the assurance that the size of work gangs will not be cut, and that longshoremen will get a slice of the profit pie the new devices are expected to produce.

How much they are to get will be settled either by negotiation or arbitration. This "premium pay," is to be based on some kind of a formula that will establish a special premium fee for each ton of cargo handled by the new techniques.

The vote covered a master contract that established new wage scales, and a 19-cent package involving employer contribution to welfare and pensions. The new pay rate, retroactive to October 1, the day after the old contract expired, raises longshoremen's wages from \$2.80 to \$2.97 an hour for this year. The rate will climb to \$3.02 on October 1, 1961.

Phila. Looks For Pick-Up

PHILADELPHIA—Though shipping has been relatively slow during the last period, it's anticipated that things will get better during the next two weeks, as four ships are due in this port, reports Steve Cardullo, agent.

The possibility of a longshoremen's strike in Philadelphia was erased recently when that union settled negotiations and agreed to various benefits covering the coming three-year period.

The following ships paid off and are operating coastwise: Fort Hoskins, Royal Oak (Cities Service).

In transit were: Seamar, Kenmar, Massmar (Calmar); Steel Admiral, Steel Surveyor (Isthmian); Jean, Emelia (Bull); Yaka (Waterman); Alcoa Pioneer (Alcoa); and Petro Chem (Valentine Chem.).

Hair-Raising Vacation Due



Putting in for a vacation check in SIU hall is Joseph C. Cyr, who recently returned to the States after a 13-month trip aboard Steel Admiral, during which time he cultivated the Castro crop he's sporting.

Assail Drug Price-Gouging

(Continued from page 2)
Schering Corp. had been sold by the Government as an alien property in 1952 for \$29 million. In 5½ years, it earned back the purchase price after taxes with \$3 million left over.

In defending these charges, the companies cited the heavy outlays spent to "instruct" physicians in the use of the drugs. It was brought out that Schering employed 500 so-called "detail men" who did nothing but go to one physician after another, "instructing" them about the drugs. An-

other major concern, Merck and Co. had 730 such employees, at a total payroll cost of \$5,475,000 annually, plus expenses, to promote the sale of its drugs. Altogether, there are some 15,000 of these "detail" men.

The role of these detail men produced some of the most explosive charges in the testimony thus far. Dr. Louis Lasagna, a specialist from John Hopkins University medical school, charged that the detail men unload rafts of "mis-erable" medicines on physicians each year. The physicians are unable to keep track of the flood of products, and are constantly harassed by salesmen.

What happens, he said, is that the drug manufacturers alter the same product slightly at frequent intervals. The usual claim, he said, in this "numbers racket," is that the new drug is "more potent" than the older model. "To say that one drug is more potent than the other is like saying a dime is more potent than two nickels."

The new "more potent" medicines, he charged, are simply mixtures of the same old compounds. Often, the original compound is superior he asserted.

Since the doctors are inundated by barrels of promotional literature about new drugs, they have no time to evaluate their worth, or to determine if they have any harmful impact.

Many of these drugs have been oversold in the past. A prime example is penicillin, which, upon its introduction, was hailed as a

miracle drug for all kinds of ailments. As a result, too many patients got too much penicillin. Now, many people have developed severe allergy reactions to penicillin which can prove fatal, and the drug has largely lost its effectiveness for treating many ailments.

Similarly the cortisone drugs were widely misused, with the result that many patients showed severe reactions to them.

Flood Of Ads

As a dramatic example of the flood of literature to which doctors are subjected in the high-pressure campaigns of drug companies, a committee investigator brought in a large paper carton of such literature received by a single doctor in a small Minnesota town. There are 150,000 physicians in the country, most of whom get similar quantities of literature, running up staggering printing and distribution costs.

A reduction in the drug companies' high pressure selling, advertising and promotion operations could lead immediately to a sharp reduction in the cost of prescriptions to the public.

Equally damaging to the drug companies' position was testimony on prices charged the Veterans Administration. In competitive bidding, Merck sold a cortisone drug to the VA for \$65 per 1,000 tablets. The company charges druggists \$170 for the same quantity, with a suggested retail price of \$283.

The practice of doctors prescribing by brand names has become so well-established now, that drugstores have difficulty in stocking all the thousands of varieties of pills on the market. Consequently, some druggists are now setting up exchange systems, whereby they specialize in the product of one or two manufacturers, and obtain the competing manufacturer's drugs by exchanging with other drug stores.

Seattle Slow

SEATTLE—Shipping has been very slow during the past two weeks, with only one vessel paying off and two in transit, says Ted Rabowski, Port Agent. Things are expected to pick up in the coming period, however.

Paying off was the Coeur D'Alene Victory (Victory Carr.).

In transit were: Steel Fabricator (Isthmian) and Almene (Clover Carriers).

SIU Fishermen Back Fund Drive



Clustered around Jiminy Cricket, symbol of the United Fund drive, aboard fishing vessel New Bedford are (l-r, standing) Edmund Opozda, Durwood Fowle, Manuel Rezendes, Richard Lawrence, Capt. William Greeb, Secretary-Treasurer Howard W. Nickerson of the SIU-affiliated New Bedford Fishermen's Union and Emil Dugas. In hatchway is Henry Martinez.

Alcoa Starting New Trinidad-Gulf Run

MOBILE—Shipping has been fair, and should continue to be the same for the next two weeks. However, to brighten the picture, Alcoa announced it is starting regular runs between Trinidad and Gulfport, Miss., assuring the Mobile

port of better shipping conditions during the coming year. The company reports it will use one or two C-1s to carry the cargo, bauxite, which will be stockpiled in Gulfport. There'll be a trip every 15 days between Gulfport and Trinidad, with about three days in port in both places.

Much comment has been heard relative to SIU-NMU and other unions' attempts to organize all foreign flag vessels in order to bring their standards up so that American-flag ships can compete with them on more even terms. Mobile has been particularly hard

hit by the presence of these foreign ships, which outnumber American vessels by around seven or eight to one.

Last Period Report

The following ships paid off during the past shipping period: Alcoa's Clipper, Corsair and Ranger (Alcoa); Monarch of the Seas, Clalborne (Waterman).

Signed on were: Arizpa and Morning Light (Waterman).

In transit: Young America and John B. Waterman (Waterman); Kathryn, Frances (Bull); Steel Voyager (Isthmian); Alcoa Roamer (Alcoa); Chiwawa (Cities Service); and Pandora (Ephipany).

SEAFARERS PORTO'CALL

IN NEW YORK 675-4th AVE.

IN BALTIMORE 1216 E. BALTIMORE

Newfoundland Blackballs Logger Union Members

TORONTO, Ont.—Six "refugees" of the International Woodworkers of America have found temporary employment here after their union was "decertified" by the provincial government for exercising its right to strike for better employment conditions against two major paper companies.

The six are among 100 woodworkers who have been blacklisted in their home province as a result of legislation pushed through the local law-making body by Premier Joseph Smallwood. The bill effectively killed the loggers' union. Shortly thereafter, a strikebreaking union—known as "Newfoundland Brotherhood of Woodwork-

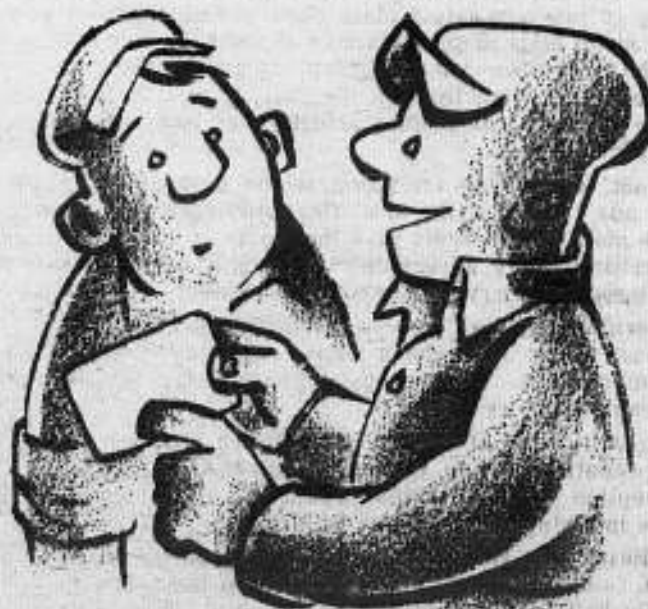
ers"—was set up under the direction of the Newfoundland government.

Now IWA loggers can't get jobs in Newfoundland unless they renounce membership in their union. Consequently they are at the mercy of the industry and the Newfoundland government.

The SIUNA and the Canadian District contributed \$6,500 to the loggers when the strike first started.

Do You Have Your Lifeboat Ticket?

Part of the safety picture on any ship is having a crew that is fully-equipped to meet any emergency. That's why the Union has placed such stress on having the largest possible number of Seafarers get their lifeboat tickets. The SIU Training School offers as one of its courses training of lifeboatmen in all three departments. Take advantage of the opportunity to help protect yourself and your shipmates in time of need.



An SIU Ship Is A Safe Ship

YOUR DOLLAR'S WORTH

Seafarer's Guide To Better Buying

By Sidney Margolius

Number One TV Fraud—The Ads

Arthritis sufferers have become major victims of false-advertised products. The Arthritis & Rheumatism Foundation reports that arthritics throw away \$250 million a year on exaggerated "cures" ranging from glorified aspirin to gadgets containing low-grade uranium ore.

That's what a survey by the Arthritis & Rheumatism Foundation indicates. The largest number of falsely-advertised arthritis products bought by arthritics questioned in a Foundation survey, were purchased as a result of TV ads. Twenty-five percent reported they have been led by TV into buying misrepresented products. Newspaper ads turned out to be runners-up in inducing purchases of arthritis "cures."

Similarly, Dr. Harold Hillenbrand of the American Dental Association, says some TV toothpaste commercials are as "rigged" as the recently exposed quiz shows. He said much toothpaste advertising actually discourages proper care, and gives viewers a false sense of security about decay, especially the commercials for one toothpaste claiming to provide an "invisible shield."



This, of course, is Colgate's Gardol, promoted with the dramatic demonstration of the announcer protected by a glass shield, and Mama sending off her family with their teeth protected by Gardol's "invisible shield."

The implication is false. Brushing once a day with Gardol won't protect your teeth. All dental experts say they need to be brushed after every meal for genuine protection.

In the Journal of the New Jersey Medical Society, Dr. Robert E. Marin recently charged that medical hucksters on television are taking the public for millions with

commercials implying that a multitude of laxatives and other drugs are "approved by doctors everywhere." In one commercial, Dr. Marin says, "The model, a beautiful young girl, downed a foaming drink and shortly, by well-defined implication, had her best evacuation in years... The product, was, of course, widely 'prescribed by doctors'."

For a while NBC had Regimen users weigh in on the Dave Garroway "Today" show. The people shown on television may have lost weight. But the implication that overweight people can reduce by taking a pill before each meal, with no change in their eating habits, is a misleading one. CBS had similar commercials for Regimen.

There are many other charges of rigged or otherwise deceptive TV commercials. These range from the use of hidden sandpaper to "prove" one cleanser cleans a sink better, to the use of a vegetable derivative or ordinary salt to make one brand of beer foam longer than Brand X, and varnish to make a floor wax seem to leave a high gloss.

Another type of rigged commercial are medical dramatizations which are factual in themselves, but give you a wrong implication. One is the TV demonstration showing stomach acid burning a hole in a handkerchief. The fallacy is that the stomach doesn't have that strong a concentration of acid.

The Federal Trade Commission's charge that Libbey-Owens-Ford and General Motors use trickery in their commercials comparing car windows, is another item in the mounting evidence that TV advertising has become the No. 1 deceiver of the buying public.

The FTC charge against Libbey-Owens-Ford and General Motors shows that you can't rely on the ads even for so-called "reputable" companies. The complaint alleges that these TV commercials use camera trickery to compare safety plate glass in side windows of GM cars with safety sheet glass in side windows of competitors cars. According to FTC, the advertiser uses different camera lenses to exaggerate the distortion of the view through the sheet glass. To show the "view" through the GM cars, the picture actually was taken through the open window, FTC says.

This is not to say that television is the only purveyor by far, of misleading ads. Some of the most flagrantly-useless medical products are sold by mail. One expert says that some of the recent newspaper editorials criticizing TV advertising verge on hypocrisy. A number of the same newspaper carry ads for medical products that are just as bad.

The "glorified aspirins" are a particular problem. These drugs typically cost \$3 for 100 tablets whose chief ingredient is aspirin or similar pain relievers. You can buy ordinary aspirin for anywhere from 12 to 59 cents for 100 tablets.

Maye Russ, director of the National Better Business Bureau's food, drug and cosmetics division, calls it a "tremendous economic cheat and public deception to take ordinary pain relievers and promote them with claims implying they are new medical discoveries."

In fact, Researcher Ruth Walrad, who prepared the Arthritis Foundation report, told this department that some of the costly pain relievers contain only half as much aspirin as ordinary aspirin USP.

Among the widely-promoted pain-relievers sold at six to twenty times more than the price of aspirin are Norkon (recently cited by FTC as falsely-advertised); Dolcin (simply a buffered aspirin and also cited by the FTC); Pruvo; Imdrin; R-Tabs; Ar-Pan-Ex; Super Sustamin 212 (sold by the makers of Regimen as extra potent but actually merely delayed in action because the tablets are coated); Zarumin (another coated tablet); and Arthrycin (advertised as an amazing advance but basically only aspirin).

Who Found Atlas? SIU Missile Ships Enter Counter-Claims

RECIFE, Brazil—The argument over who really discovered America—Leif Ericsson, Christopher Columbus or Americus Vespucci—pales into insignificance in the face of the beef between two SIU sister ships, the Rose Knot and Coastal Sentry of Suwannee Steamship's missile-tracking fleet.

The two vessels are disputing over which one had the honor of successfully-recovering the first intact Atlas nose-cone last July 31. The incident has considerable historical importance because the nose-cone in question is the type in which the US hopes to

send a man into space in the Project Mercury program.

The original newspaper reports last July had it that the Rose Knot was the successful ship, picking up the Atlas nose cone approximately three hours after its launching from Cape Canaveral, Florida. That was how it was reported in the SEAFARERS LOG of July 31.

The LOG story brought an indignant rebuttal from Seafarer Al Borjer, ship's delegate of the Coastal Sentry which was printed in the November issue. "We don't know what the source of your information was," Borjer wrote, "but you were totally-misinformed as to the details."

"Said nose cone was not recovered by the Rose Knot, but by the Coastal Sentry. However, both vessels were at the scene of the recovery, but the Coastal Sentry attained the honor, and the whole operation went off without a hitch. We were highly praised for a job well done."

Just last week, Coastal Sentry crew member Karl Treimann brought a photograph into the LOG office which apparently was the clincher. It showed a group of Coastal Sentry men clustered around the monstrous Atlas nose cone on the deck of the Sentry.

But the last word still to be heard. Last Monday, an equally indignant letter arrived at the

LOG from Seafarer Bill MacDonald, the Rose Knot ship's reporter.

"In reference to your article on the subject of the recovery of the Atlas Nose Cone in the November 6 issue of the SEAFARERS LOG, submitted by Al Borjer, ship's delegate of the Coastal Sentry, we, the crew of the MV Rose Knot feel duty-bound to make known the true and correct facts surrounding the recovery of said nose cone."

"As an eyewitness at the scene of this historical recovery, without the least shadow of a doubt the Rose Knot did find, secure, and recover the Atlas nose cone. Unfortunately, due to the absence aboard the Rose Knot of the specific type of technical personnel on this particular mission, orders were received from Patrick Air Force Base to surrender said cone to our sister ship the Coastal Sentry."

"This we did gracefully, and in the knowledge that besides it being a great victory in our country's defense in the missile field, we were fortunate and skillful enough to find and retrieve the said nose cone."

In the light of this contradictory testimony from Seafarers Borjer, Treimann and MacDonald, the LOG is turning the whole matter over to the US Air Force for verification.

NY Getting Ship Boost For Holidays

NEW YORK—Shipping has continued to climb during the past two weeks and should be better in the coming period, reports Bill Hall, assistant secretary-treasurer.

During the last period two ships crewed up, 20 paid off and one signed foreign articles. About 285 men shipped during the two weeks, Hall reported.

The Marine and Allied Workers Division is still concentrating its efforts on three companies, with a total of 1,000 jobs at stake. National Labor Relations Board hearing is scheduled later this month on the larger firm, which employs an estimated 500 persons.

The lifeboat, AB and FWT training schools continue to progress with new classes underway. Hall asked all men on the second deck not to bring food and coffee there, as it causes quite a mess. He thanked the membership for cooperating on new dispatching set up.

The following ships paid off here during the previous shipping period: Seatrain Georgia, Seatrain Savannah, Seatrain Texas (Seatrain); Ocean Deborah (Ocean Trans.); Yaka (Waterman); Robin Sherwood (Robin); Alcoa Pioneer, Alcoa Polaris, Alcoa Runner (Alcoa); Atlantis (Petrol Shipping); Steel Architect (Isthmian); Beatrice, Dorothy, Elizabeth, Suzanne (Bull); Bienville, Fairland, Gateway City, Azalea City (Pan-Atlantic); and CS Norfolk (Cities Service).

One ship signed on, the Robin Goodfellow (Robin).

In transit were: Steel Architect and Steel Age (Isthmian); Seatrain New Jersey, Seatrain Louisiana, Seatrain Savannah (Seatrain); Hurricane (Waterman); Cantigny (Cities Service); Emilia (Bull); Steel Admiral (Isthmian) and Raphael Semmes (Pan-Atlantic).

Notify Union About Sick Men

Ship's delegates are urged to notify the Union immediately when a shipmate is taken off the vessel in any port because of illness or injury. Delegates should not wait until they send in the ship's minutes but should handle the matter in a separate communication, so that the Union can determine in what manner it can aid the brother.

It would also be helpful if the full name, rating and book number was sent in. Address these notifications to Welfare Services at headquarters.

INQUIRING SEAFARER

QUESTION: What did you do on your most memorable Christmas?

Kenneth Lee, AB: My most memorable Christmas, as I recollect, was in 1945,



when I spent a very nice holiday with the entire family at Galesburg, Ill. It was a happy event for all, because my older brother had just returned from the service.

Every Christmas since then I have been at sea.

Leo Movall, chief steward: After my ship, the Clary, was sunk during the battle of Dunkirk in 1940, I was captured by the Germans and sent to prison outside Bordeaux. My family was later notified that I was presumed dead. With the help of the French underground, however, I made good my escape, arriving in Stockholm Christmas Day, 1940, for a wonderful family reunion.



Jose Maldonado, FWT: I especially remember the Christmas of 1954, because I



was fortunate enough to catch a run to my home, Puerto Rico, where I spent Christmas with my family. Last year I missed a PR-bound ship by one day, but hope to get a trip going that way so I can be home this year.

E. Gustafson, bosun: During past years I have always been at sea during Christmas; however, last year I enjoyed spending Christmas Day at the Hall in New York — where I was treated to a delicious turkey dinner with all the trimmings. There's a lot to be said for being ashore during the holidays.



Roosevelt Robbins, steward: I was aboard the troop ship Evangeline in New Orleans harbor just a few days before Christmas, 1943. My wife had prepared everything for the occasion, expecting me to be home then. At the last minute, though, the schedule was changed; we sailed December 24 and I didn't get the chance to call my wife before we departed.



Bill Stark, chief steward: Oddly enough, every Christmas for the past 20 years I have been aboard ship. But I suppose all of them are memorable. I prepare a special "hotel buffet" for the crew each Christmas, and take pains to decorate the mess-halls, etc. even if I have to dig into my own pockets for the expenses.



MSTS Cuts Back Its Tankers

WASHINGTON—With large numbers of American-flag tankers in lay-up, the Military Sea Transportation Service has agreed to drop another six T-2s from its operations and charter privately-owned ships instead.

The action represents another concession to constant complaints by the maritime unions and the private ship operators over competition MSTS

ships give to privately-owned fleets.

As a result of the retirement of the six MSTS T-2s, the agency has

agreed to charter four privately-owned T-2s and one jumbo T-2. The charters run from one to five years with the ships running to military bases around the world.

Private Tankers Get Half

The retirement of Government-owned ships has reached the point that half of MSTS oil transportation needs are now being handled by private tankers on long term charters, and another 20 percent by single-voyage charters. There are now 17 tankers—six T-2s and 11 supertankers—on long-term charters to MSTS. By contrast, the MSTS tanker fleet still consists of 16 ships, 11 of them T-2s and the rest T-5 vessels.

In recent years, the MSTS has been slowly reducing the size of its fleet under pressure from the maritime unions and the industry. It has been argued on many occasions that it is more economical for the Government to charter privately-owned ships than to build, man and operate ships under MSTS. A major factor involved has been the larger manning scale that has been common to Navy ships as against comparable ships in the privately-owned fleets.

Last year, MSTS handled almost 17 million tons of oil in its worldwide operations.

N'Orleans Girds For Rush; Del Norte Ready Jan. 25

NEW ORLEANS—Shipping has continued at a good pace here and should be even better in the two weeks to come, due to the fact that ten ships are due in for payoffs.

The Del Norte, which was in drydock in Rio after breaking her rudder post is due to arrive in New Orleans, minus her passengers, on the 19th of this month. The company doesn't at the moment know what it will do with the crew, but we suspect they'll be laid off. Its next sailing is scheduled for January 25, which means at least that at that time, there will be approximately 103 jobs available.

The following ships paid off: Del Valle, Del Aires (Miss.); Morning Light (Waterman) and Helen (Olympic Trans.).

Signed on: Steel Voyager (Isthmian); Del Campo (Miss.) and

Helen (Olympic Trans.).

In transit were: Alcoa Ranger, Alcoa Cavalier, Alcoa Roamer and Alcoa Clipper (Alcoa); Seatrain Louisiana, Seatrain Georgia (Seatrain); Del Campo (Miss.); Elizabeth, Kathryn, Evelyn, Frances (Bull); Margaret Brown, Alice Brown (Bloomfield); Steel Voyager, Steel Traveler (Isthmian); Young America, Monarch of the Seas, John B. Waterman, Claborn, Morning Light (Waterman); Gateway City, Raphael Semmes (Pan Atlantic); Ocean Deborah (Ocean Trans.); Bents Port (Cities Service), and Jackie House (NH Shipping).

SIU BLOOD BANK HONOR ROLL



The SIU blood bank supplies Seafarers or members of their families with blood anywhere in the United States. Seafarers can donate to the bank at the SU clinic in Brooklyn. Listed here are a few of the Seafarers and others who have donated to the blood bank. The names of other donors will appear in future issues. Protect yourself and your family. Arrange to donate to the SIU Blood Bank now.

Yager, Nathan
Zebroski, Stanley
Hund, Helmer L.
Milton, Henry Nathan
Lugo, Felipe
Trakimovich, Ernest
Herz, Henry
Beasley, William
Inman, Henry
Richmond, Walter S.
Telles-Manzanet, David
Selzer, Milton G.
Quinn, Arlen E.
Rondo, Hector Peter
Edgett, Fred
Feil, William Charles
Punch, Early Antoine
Janavaris, Guss A.
Bibeault, Armand L.
Adosci, Frank, Jr.
Elliot, James Bruce
Gifford, Bain
Clark, Earl W.
O'Donnell, James Joseph
Dix, Donald E.
Jarve, Karl
Biegel, Fred R.
Messenger, Warren E.
Lynch, George
Ceron, Louis
Claus, Carl Vincent
Mackelis, Vincent
Donohoe, Joseph M.
Turi, Leonard
Kallaste, John

Landron, Angel L.
McKinney, Melville, Jr.
Sojak, Robert H.
Delgado, Pastor
Irizarry, Antonio
Christensen, Anton C.
Skillman, Anthony J.
Yates, John McCabe
Sankovidt, Arthur C.
Perez, Pedro J.
Cortes, Jose
Warhola, Paul
Elliott, Millard B.
Fediw, Charles
McGuire, Charles S.
Pardovich, Philip C.
Put, Henry
Pattee, Earl D.
Hanboussey, Mikhael Y.
O'Brien, Leo James
Colucci, Mike
Harding, Clive
Cirignano, Lawrence A.
Gagnon, Donald A.
Trujillo, A.
Tselenis, Argyrangelos
Curry, Thomas C.
Rodriguez, Rodolfo
Trefethen, Donald A.
Korol, Philip F.
Hampson, William E.
Perelra, Sebastian
Biss, Barry
Lisenby, Stephen L.
Charles, Eric M.

PENSIONERS' CORNER



(The brothers described below are receiving the \$150 monthly SIU disability-pension benefit.)

Peter Bush . . . 60 . . . an FWT-oiler in the engine dept., he started sailing the great Lakes in 1937, affiliated with the SIU in '39. However, his first shipboard life was with the Navy in World War I. He's sailed on most types of ships; preferred coastwise trips because he could be home more often.

Brother Bush, who retired last January, recalls an unusual experience aboard the Wang Pioneer in 1957 when the mainsteam line broke. "It was like being hit by a torpedo," he remembers, "but luckily no one was hurt." Aside from that, he found all of his wartime trips exciting. He has no special hobbies at the moment, and is just taking it easy, he reports . . . Wishes to thank the SIU Welfare Services Department "which came forward immediately when my wife was ill and needed benefits."



Bush

William J. B. Groenweld . . . 67 . . . joined at its inception in 1938, first started sailing at Rotterdam, Holland, in 1909. Shipped on sailing ships, tugs, passenger-freight ships and whalers, but had no preference as to runs. A member of the steward's department, he retired in April of this year . . . Still makes meetings at New Orleans hall in order to keep in touch with old shipmates.



Groenweld

As a charter member of the SIU, Brother Groenweld reports he had only one ship under another maritime union. The ship was laid up, however, and he returned to the SIU and has sailed with the Union since that time.

Ask For Passenger Service To Alaska

WASHINGTON—Action to restore ship passenger service to Alaska has been initiated by Rep. Thomas M. Pelly (Rep.-Seattle), as a means of tapping a growing tourist market in the 49th state. Writing to Undersecretary of Commerce

John Allen, Rep. Pelly has suggested that the Government should look into the possibilities of high-speed hydrofoil ships being utilized in this trade.

The hydrofoil ship rides up out of the water as it gathers speed on what amounts to a set of water skis. Since there is no hull as such

under the surface, the ship does not have to fight water resistance and is capable, in theory at least, of speeds up to 70 knots. Hydrofoils have been tested on a small scale but have never been used commercially.

Since the distance between Seattle and Ketchikan, Alaska, is 660 miles via the inland waterway, it would be possible to set up a kind of ferry service, Rep. Pelly claims, between the two cities.

Aside from the absence of passenger service, Rep. Pelly noted that lack of shipping is leaving the exploitation of Alaska pulp and mineral resources to foreign concerns and foreign shipping.

Passenger service used to be operated to Alaska by the Alaska Steamship Company, but was abandoned after the Korean War. At present, tourists headed for Alaska have a choice of flying or undertaking the difficult drive on the Alcan highway.

Quitting Ship? Notify Union

A reminder from SIU headquarters cautions all Seafarers leaving their ships to contact the hall in ample time to allow the Union to dispatch a replacement. Failure to give notice before paying off may cause a delayed sailing, force the ship to sail short of the manning requirements and needlessly make the work tougher for your shipmates.

LABOR ROUND-UP

Members of the Typographical Union in Boston have voted to end their strike against six newspapers in that city, and submit issues in dispute to arbitration. This vote reversed a previous decision by the men to reject arbitration and strike all but one of Boston's papers.

♦ ♦ ♦

Heads of five railway operating brotherhoods met in Cleveland in an effort to work out a policy toward rail management's demand for a six-point revision in working rules designed to end what it calls "featherbedding." Just before the meeting, it was reported that the AFL-CIO Transport Workers' Union had broken off negotiations with the Pennsylvania RR after 30-odd months of fruitless bargaining, and had called for a strike on December 21.

♦ ♦ ♦

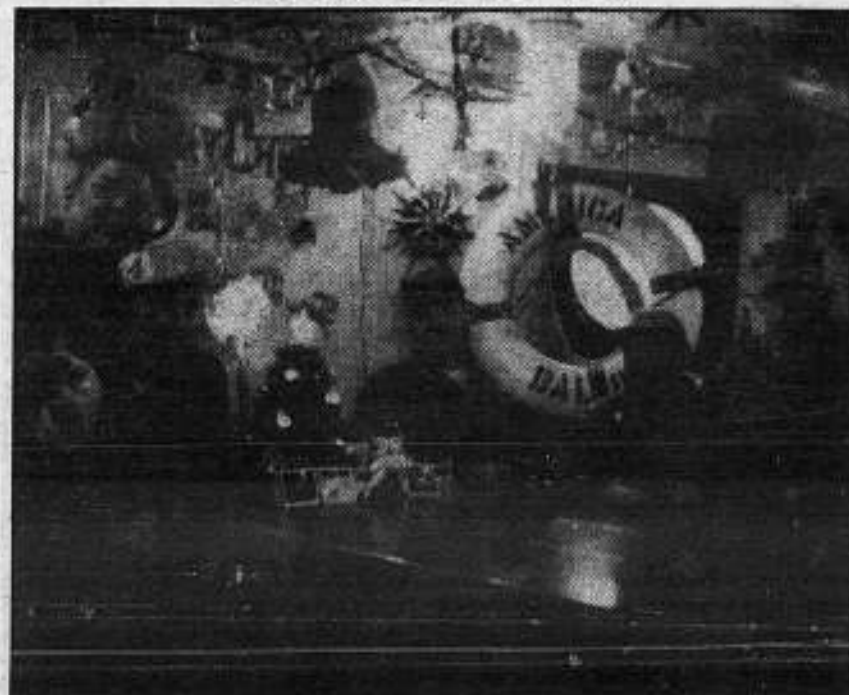
Around 200 delegates from various California labor unions last week attended a four-day conference in Santa Barbara, delving—with legal and professional assistance—into the why's and wherefores of the Landrum-Griffin Labor Law. The get-together was jointly sponsored by the California Labor Federation, AFL-CIO, and the University of California.

♦ ♦ ♦

Textile Workers Union of America representative Solomon Barkin urged the House Ways and Means Committee studying tax structure to use methods other than indus-

trial bond programs and similar tax favors now used by communities seeking to lure "runaway" shops and assorted industries into their area. He recommended, instead, a program of economic assistance such as that contained in a pending area redevelopment bill, charging that the former means were "discriminatory."

Yule Decor On Tug



SIU-HIWD men from Baltimore harbor pose proudly amid Christmas decorations they arranged aboard the tug America, of Baker-Whitley.

S.S. FAIRLAND

on the coastwise run



Goff, the cook about to dish something out.



Nick Bechlanis models a cheerful smile.

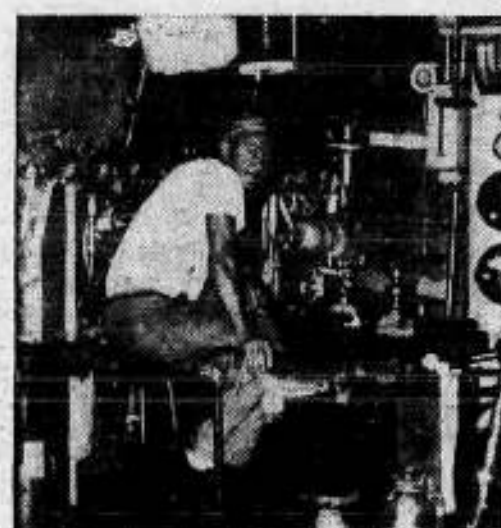
While working aboard the containership Fairland on the coastwise run, Seafarer John-Wunderlich unlimbered his camera and produced some fine studies of his shipmates at work, some of which are shown here. The birthday cake is a handsome portrait as well.



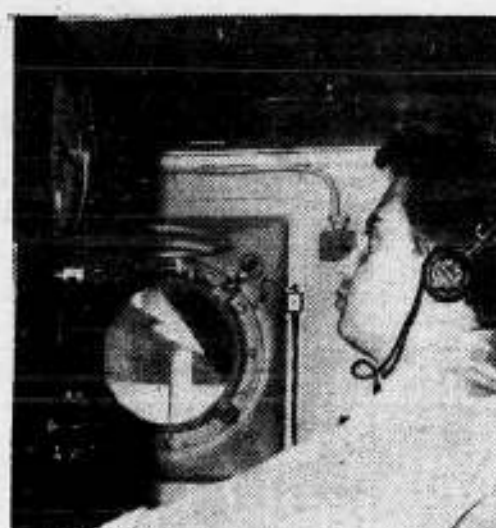
"Pop" West, pantry utility, on the job.



Crew messman starts setting up for meal.



"The Dutchman," a fireman, down under.



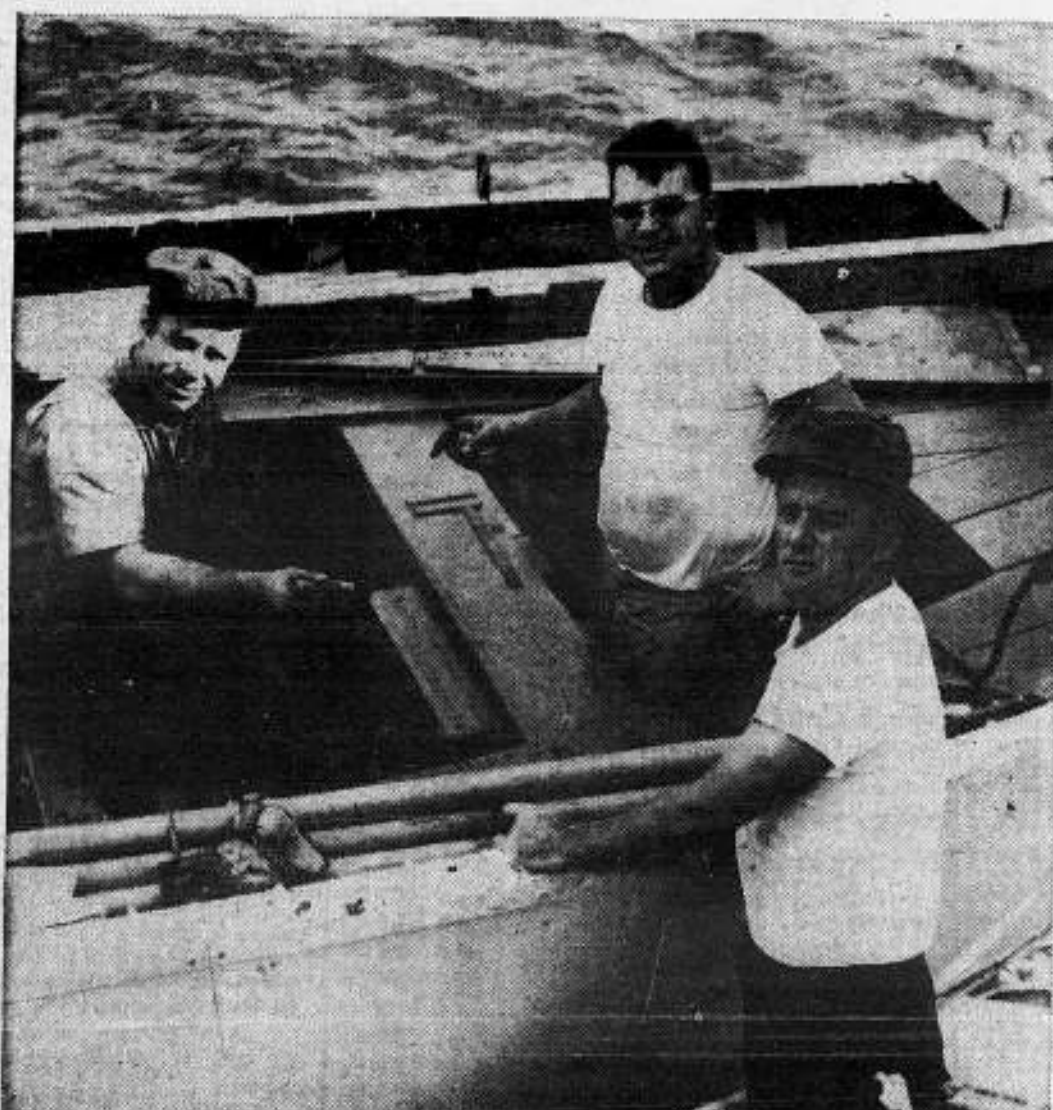
The junior 3d mate checks on ship's course.



Third engineer keeps his eye on his gages.



Galley utility performs necessary task, peeling spuds for dinner.



Nick Bechlanis, Johnny Crews, the "birthday boy," and unidentified dayman, painters all, pause for a breather for photographer Wunderlich.



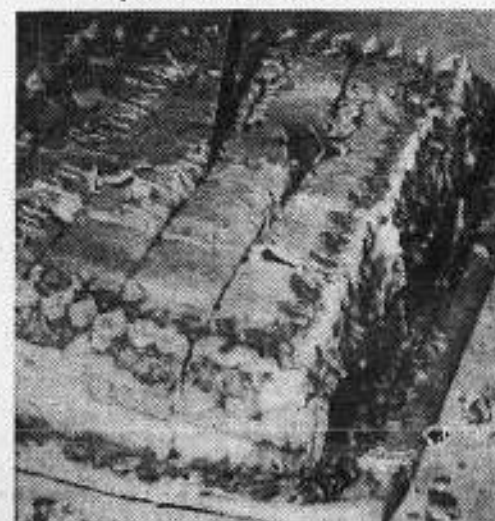
George Dinaso, 3rd cook, stirs a potful, contents unknown.



Smiling oiler, pictured standing watch, wasn't identified.



Chief cook F. Agosto and Johnny Crews at birthday party.



This intricate cake was baked for the party. Looks good too.

SIU, Lakes Co's Join Fight Against Pro-Railroad Proposal

Both the Seafarers International Union and Great Lakes steamships companies are jointly opposing a legislative move which would assist the railroads in their continuing efforts to destroy domestic shipping. The legislative proposal, if successful, could result in substantially-reduced or eliminated Great Lakes shipping operations and could undermine the job security of Great Lakes seamen. It is designed to give the railroads a weapon with which to attack shipping competition on the Lakes.

The current situation is the result of companion bills, introduced earlier this year in both the Senate and House of Representatives, which would amend the Panama Canal Act so that it would not apply to the Great Lakes area.

The Panama Canal Act was passed many years ago to prohibit railroad ownership of steamship companies engaged in domestic trades both through the Panama Canal and in the Great Lakes area.

Rails Imperil Shipping

Prior to passage of the Panama Canal Act, it had been the policy of the railroads to own steamship companies which they operated at a loss in order to drive their water competition out of business.

The passage of this legislation

now pending in Congress could thus be a green light to the railroads to resume their shipping-busting tactics with Great Lakes operators as their immediate target.

There has been an exchange of communications between the SIU and SIU Lakes District-contracted Great Lakes operators, and the SIU is prepared to oppose the pending bills when hearings on them are held in Washington, as well as to take other steps to counteract the threat to Great Lakes seamen's jobs.

SIU Takes Stand

The SIU has long been engaged in a campaign to protect domestic shipping and the jobs of American seamen which depend on this shipping. Last May, for instance, the passage of legislation to safeguard domestic shipping from the destructive tactics of the railroads and the Interstate Commerce Commission was urged by Paul Hall, president of the SIU of North America, who is also a member of Advisory Council on Transportation of the Senate Interstate and Foreign Commerce Committee.

With regard to the pending legislation, the SIU president declared that "we certainly share the view that the railroads' rate-making policies are destroying domestic shipping, particularly in the Lakes and coastwise trades. Our organization will continue most vigorously to oppose not only the pending bills, but every other measure which is injurious to the best interests of maritime."



Curiosity—and perhaps fear—is reflected in the eyes of "Nico-demus"—the lucky feline who's official mascot of the Steel Fabricator's crew.

Boston Gets Wheat Cargo As Seaway Season Ends

BOSTON—Oddly enough, the construction of the St. Lawrence Seaway has turned out to be a boon to this East Coast port which has long been in the doldrums, shipping-wise. With the closing of the Seaway for the winter, Boston is now experiencing its greatest concentration of grain exports since World War II days.

The activity has involved a number of SIU ships, with recent callers at the port for grain cargo including the Steel Voyager and Mount Evans and the Steel Age, as well as a considerable number of foreign-flag vessels.

What sparked the grain shipping upturn from Boston was the action of the railroads in reducing rates

from the midwest to Atlantic ports. In other words, in all the years when there was no Seaway, rates to East Coast ports had been kept artificially high by the railroads because of lack of competition from any other mode of transportation. The net result was to deprive East Coast ports of any share in grain export trade.

RR's Cut Rates

With the opening of the Seaway, the railroads suddenly discovered that their rates from the midwest were too high. Now that the Seaway is shut down for the winter, Boston is profiting accordingly.

Before the reduction in rail rates, most of the grain had moved down the Mississippi to New Orleans and Houston.

The Boston experience shows how the railroads can turn a port's business on and off at will, simply by adjusting rates accordingly. The maritime unions have been charging the railroads with rigging rates all along in areas where they compete with coastwise shipping, and keeping rates artificially high elsewhere.

Finns Seeking 45-Hr. Week

Finnish Seamen's Unions are trying to work out an equitable overtime agreement with the shipping industry, based on a 45-hour week.

They are paid for a 48-hour week at straight time rates, at present. What they want now is the privilege of selecting either overtime pay for working in excess of the 45-hours a week, or for more than eight hours a day; electing to have the time applied to their paid annual vacations, or merely taking the extra time off when in port to compensate for the extra work.

Want Extra Vacation

Most of the Finnish seamen would be content merely adding the hours in excess of 45 to their paid annual vacations; the shipowners, on the other hand, have said they prefer to give the seamen just one extra week of paid vacation for working overtime.

The Finns are hopeful that they can present their case to Parliament and, with agreement from the shipping industry, come to mutually acceptable terms via legislation.

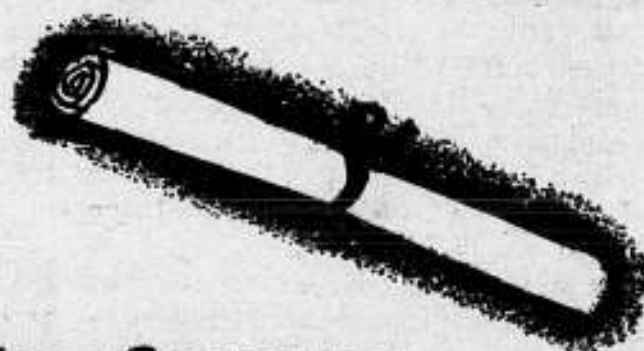
Among Our Affiliates

About half the membership of the Inland Boatmen's Union returned to their jobs aboard tugs and barges two weeks ago after contracts were signed ending a strike which started May 15. Still on the picket lines are IBU members who work aboard regular towboats, ocean-going tugs and sightseeing launches.

Twenty graduates of the Marine Cooks & Stewards School in Santa Rosa, Calif., recently put out to sea aboard the Matson Lines' Mariposa, bound for Australia. Students who attend classes at the school are instructed in various phases of cooking, arranging tables, etc., all aimed at pleasing the passengers and crew.

Rawmaterials and machinery to be used for the construction of a \$13.5 million cement plant in Hawaii is being transported to Honolulu by SUP-contracted freighters of the Matson Lines. Some 2,700 measurement tons of equipment—or about three shiploads—will be moved to the area.

The New Bedford Fishermen's Union has repaid the SIUNA, with warm thanks added, the \$5,000 loan advanced by the Seafarers Union when the NBFU was reorganizing its union affairs last year. Secretary-Treasurer Howard Nickerson, on behalf of the NBFU membership, thanked the SIUNA for its "moral as well as financial support... at the time of our great need."



Seafarers Scholarships...

Seafarers or children of Seafarers who qualify for the SIU's \$6,000 four-year scholarships are urged to complete their applications now so as to be eligible to take forthcoming College Entrance examinations. The next examinations are given on January 9, February 6, and March 12. The latter date is the last possible examination that can be taken before the awards are given. Since applications for the examination have to be completed about a month ahead of the examination date, it is urgent that candidates act now. All applications are handled by the Seafarers Welfare Plan, 11 Broadway, New York City.

SEAFARERS WELFARE PLAN
11 BROADWAY
NEW YORK 4, N. Y.

SIU Crew Gets Secretary—From Formosa To US

SEATTLE—The SIU-manned Steel Fabricator put into here with an unusual passenger aboard—the wife of a National Chinese colonel who came to the US for an American college degree.

Mrs. Len Yee Yung, the

mother of six children and the wife of a Chinese air force officer, is going to spend two years at the University of Kentucky getting a master's degree in education. She is the recipient of a scholarship to attend the school here.

Exchange of Talent

On the seven-week run from Formosa to the States, Mrs. Yung picked up some useful information from the crew, including how to brew coffee. In return, she typed up the ship's minutes and menus and painted three watercolors which are hanging in the saloon mess. She also practiced her command of English on the crew, and apparently made out very well in that department.

Mrs. Yung, who is 40, is a member of one of the leading Nationalist Chinese families. Her uncle is Nationalist China's ambassador to Japan.

Wilmington To Get Grain Run

WILMINGTON — Shipping was slow and so was registration during the last period. With the arrival of ten ships during the coming period, however, conditions are expected to pick up.

Plans were announced this week for the projected construction of a huge grain handling-storage facility in Long Beach. It has been engineered so that it will be capable of expanding to a 9,000,000-bushel capacity. The elevator will be able to load and unload ships at a rate of eight 50-ton rail cars, or twelve 20-ton trucks per hour.

No ships were paid or signed on. In transit during the last period were: Iberville and Jean Lafitte (Waterman).

'Take As Directed'



PRICE
GOUGING

THE
DRUG
INDUSTRY

Houston On The Upside; Outlook Fair

HOUSTON—Shipping conditions have picked up a little and should be about the same during the coming two weeks. Five ships paid off, one signed on and 25 were in transit.

The membership will be notified as soon as the courts are ready to pay back wages incurred by seafarers who sailed on World Tramping Ships which currently are being sold to satisfy these and other claims.

The following ships paid off: Valiant Force (Force Co.); Penn Trader (Penn. Shipping); Mankato Victory (Victory); and Margaret Brown (Bloomfield).

The Robin Kirk (Robin) was the only ship to sign on.

In transit were: Del Alba, Del Campo, Del Sol (Miss.); The Cabins (Texas City Refinery); Penn Shipper (Penn. Shipping Co.); Council Grove, Bradford Island, CS Norfolk, CS Baltimore, CS Miami, Cantigny, Winter Hill, Royal Oak (Cities Service); John B. Waterman, Arizpa (Waterman); Mermaid (Metro Pet.); Edith, Ines (Bull); Atlantis (Petro); Santa Venetia (Elam); Colinga Hills (Marine Tankers); Beauregard (Pan Atlantic); Capt. Nicholas Sittas (Tramp Shipping); Michael (Carras); Texas (Seatrail); and Ocean Deborah (Ocean Trans.).



It appears that Senator Kefauver has struck some pay dirt in his investigation of the high cost of drugs and medicines to the American public. The initial returns from Senate subcommittee hearings, which are likely to run for many months, indicate strongly that totally-unjustified price gouging has been practiced both by drug producers and drug retailers.

As an example some of the early testimony showed that major drug companies were charging as much as 17.9 cents a tablet wholesale for a cortisone derivative which cost 1.6 cents to manufacture. The druggists turned around and sold the same tablet at retail for 29.8 cents.

Of course, all drug items do not have such outrageous mark-ups, but the fact remains that the returns to the drug industry are far higher per dollars' worth of sales and investment, about twice as much, as all the rest of American industry combined. (For details, see story on page 2.)

The excuse offered by the drug companies is that research, development and promotion of new drugs is a risky and costly venture. The same, of course, could be said for many other industries such as chemicals, electronics and aircraft who may invest much larger sums of money, yet grow and prosper hugely on a far smaller rate of return than the drug industry.

Drug companies can get away with it simply because they have a captive market, the sick patient who buys what the doctor writes on the prescription pad. The consumer can turn his nose up at a dacron shirt if he thinks the price is too high, but if the prescription costs \$12, he shells out the money.

Another factor should be considered, aside from the crushing burden the drug pricing practices place upon the victims of illness. Organized labor has born the brunt of shrill condemnation for US inflation during the past several years. Yet, as was pointed out in the July 3, 1959, SEAFARERS LOG, the biggest inflation has been in medical care costs, and this is just the area where labor costs are an insignificant part of the whole.

Whose inflation is it if drug companies can establish and maintain excessive profit margins, if business firms spend huge sums on so-called "institutional" advertising, if oil concerns get fat depletion allowances, if self-employed businessmen, professionals and farmers report only 75 percent of their total earnings to the tax collector, if executives vote themselves fat stock options? All of these costs are paid for by the US Government and the public.

By the time Senator Kefauver explores all the ramifications of business pricing, the causes of inflation may have been placed in their proper perspective.

Seek Millions In Refunds From Ships On PR Run

WASHINGTON—Operators in the Puerto Rican trade may have to refund millions of dollars to shippers if the Federal Maritime Board rules that certain rate increases are unlawful. Both shippers to and from the island and the Commonwealth of Puerto Rico are fighting the increases which totaled 28.8 percent. They are seeking to have a part of the increases outlawed as not being

justified under the regulations governing rate-making.

The rate-making regulations are complicated, but essentially, they provide that rates should cover the cost of operation plus a reasonable return. The Puerto Rican government is arguing that the rate increases were based on unusual and artificial costs resulting from the 1957 strike against Bull Line. Puerto Rico also charges that depreciation allowances on the vessels were exaggerated.

The public counsel of the Federal Maritime Board also held that the Federal Maritime Board examiner was in error in allowing certain expenses to enter into rate-making.

Bull Line, as the major operator in the Puerto Rican trade, would be heavily-affected by any decision calling for a refund to shippers. Also involved to a smaller degree are Alcoa, Waterman and Lykes Brothers.

Idle Ships Call Crews In Baltimore

BALTIMORE—Shipping at the moment is good here, but it's expected to drop off during the coming period, according to Earl Sheppard, port agent.

Last week, the port crewed up the Massmar, and expected to crew another over the weekend. Several ore carriers are expected this week, and there should be a need for quite a few replacements aboard.

According to all indications SIU crewmembers should be able to get their wages soon from the recent sale of the Pacific Venture. At the moment, the Internal Revenue Service seems to be holding up the payoff, possibly because they have a stake in the proceeds of the sale, too.

Seafarers who ship from here are urged to check the bulletin board to see if any baggage is being held for them.

This port will hold the annual Christmas Day dinner in the cafeteria, and all families and friends are invited. There'll be a decorated tree and stockings for the kids in the hall, and perhaps Santa will make the scene, too.

The following ships were paid off during the last two weeks: Emilia, Carolyn, Mae, Jean (Bull); Oremar (Ore) and Penn Vanguard (Penn. Shipping).

Signing on were: Northwestern Victory (Victory Carr.); Penn Vanguard (Penn. Shipping); Oremar, Santore (Ore), and Marymar, Kenmar and Massmar (Calmar).

In transit were: Feltore, Venore, Marore, Baltore (twice) (Ore); Seamar, Bethcoaster, Kenmar (Calmar); Steel Admiral, Steel Traveler, Steel Age, Steel Voyager (Isthmian); CS Baltimore (Cities Service); Alcoa Runner, Alcoa Patriot (Alcoa); Yaka (Waterman); and Atlantis (Petro).

Pick Up 'Shot' Card At Payoff

Seafarers who have taken the series of inoculations required for certain foreign voyages are reminded to be sure to pick up their inoculation cards from the captain or the purser when they pay off at the end of a voyage.

The card should be picked up by the Seafarer and held so that it can be presented when signing on for another voyage where the "shots" are required. The inoculation card is your only proof of having taken the required shots.

Those men who forget to pick up their inoculation card when they pay off may find that they are required to take all the "shots" again when they want to sign on for another such voyage.

MD Speaks Mind; AMA Grabs Whip

HOUSTON—The iron-grip that the AMA holds on doctors and the whole American medical profession was spotlighted once more in a recent medical school controversy in this city.

The local medical society here has been ham-stringing Baylor University's attempts to expand its medical school facilities with the construction of a \$15 million Texas Medical Center. The medical society is dragging its feet on the projected center because control matters have not been settled. Now, because of the delay, the original \$15 million will not be enough to finance the project.

Matters came to a head when a distinguished Houston physician, Dr. Abel Leader, announced publicly that he could not "in good conscience" support the attitude of the medical society there.

The city's hospital shortage had become a scandal, he said, and there was "a barbaric state of overcrowding" at Jefferson Davis Hospital there. Any physician who would "knowingly do injury to a medical school differs little from the man who would beat his parents," the doctor said.

A few days after this announcement, the local AMA board, called the Harris County Medical Society, charged him, through its censorship board, with "unethical conduct." He will be tried early next month. According to the society's rules, the proceedings will be secret and his lawyer cannot be present.

If expelled, Dr. Leader will be thrown out of the AMA, which means that he will not be able to practice in a hospital or consult with a doctor in good standing with the medical society.

Critics of the AMA have charged that the group is interested in keeping down the number of physicians to keep up incomes of doctors. The shortage of doctors in America is becoming critical. A recent flare-up in New York revealed that a significant number of internes in the hospitals are foreign-trained doctors.

SEAFARERS IN DRYDOCK



Among the men laid up in the Pacific northwest, in Seattle, reports the SIU hall there, are Brothers F. Langley, J. Balderston, and J. Prabeck.



Langley



Balderston

Brother Langley, who last sailed as a FWT on the Ocean Alice, is in the hospital with a back injury, but is coming along well. Seafarer Balderston, who sailed recently as the chief cook on the Orion Star is in for a general check-up, and is said to be progressing satisfactorily.

Brother Prabeck, who once sailed as a wiper on the Marymar before coming down with TB, is reported to be doing all right at the USPHS hospital and is in pretty good shape.

In the New York area at the Staten Island USPHS are Seafarers Neil H. Lambert, George Fiance and John Ulls. Lambert, who ships as an AB, was last on the Wild Ranger. He is making satisfactory progress with kidney stones and expects to be released in the next week or so.

Brother Fiance, who last sailed on the Gateway City, is in the hospital for a check-up on his digestive system. John Ulls, whose last ship was the Seatrain New Jersey, is a quartermaster. He is hospitalized with a heart condition.

Seafarers on the beach or off their ships on shore leave should take time off and visit their brothers laid up in the hospitals. A visit from shipmates, especially now with the holidays coming up, would be most appreciated.

The following is the latest list available of hospital patients:

USPHS HOSPITAL, BALTIMORE, MD.
George Baker Robert Godwin
Donald Catlin Marion Luksa
Charles Cawley James Macunchuck
Frank Crosbie John Nordstrom
Leonard Davis Jose Soares
Eusibie Gherman Charles Taylor Jr.
Gorman Glase

USPHS HOSPITAL, BOSTON, MASS.
Peter King Charles McCarthy
Robert King Raymond Perry

PENNSYLVANIA HOSPITAL, PHILADELPHIA, PA.
Ernest Atkins

USPHS HOSPITAL, GALVESTON, TEXAS
Isham Beard Paul Painter
William Brown Roy Pappan
Hubert Jackson Edwin Parsley
William McDiven Charles Ries

USPHS HOSPITAL, SAVANNAH, GA.
James Michael

VA HOSPITAL, HOUSTON, TEXAS
R. Arsenault

SAILOR SNUG HARBOR, STATEN ISLAND, NY
Victor B. Cooper Thomas Isaksen

MT. WILSON STATE HOSPITAL, BALTIMORE, MD.
George Davis

VA HOSPITAL, KECOGHTAN, VA.
Joseph Gill

USPHS HOSPITAL, CHICAGO, ILL.
Olinr Meder

TRIBORO HOSPITAL, JAMAICA, LI, NY
James Russell

US SOLDIERS HOME HOSPITAL, WASHINGTON, DC
Wm. A. Thomson

VA HOSPITAL, CENTER HOT SPRINGS, SO. DAKOTA
Clifford Womack

USPHS HOSPITAL, NEW ORLEANS, LA.
Alton Bell Joseph Collins
Salvador Blanco Paul Cook
Colon Boutwell Henry Cordes
Roderick Brooks Homer Cross
James Cheshire Chas. Dandridge
Melvin Chilton James Dial
Lawrence Coats Harry Duracher

Yue Kung Fah
Charlie Gedra
James Glisson
Walter Griffin
Wade Harrell
Edward Knapp
Leo Lang
Clyde Leggett
Henry McKay
James Norfleet

USPHS HOSPITAL, FT. WORTH, TEXAS
Richard Appleby Albert Ogletree
Benjamin Desbler Max Olson
Woodrow Meyers Leo Watts
John C. Mitchell Joseph Wise

USPHS HOSPITAL, STATEN ISLAND, NY
Ivar Anderson Leo Mannnugh
Thomas Bubar Frank Mazet
Robert Bunner Emeterio Rivera
Arthur Camara Pedro Rivera
T. Cepriano John Roberts
Joaquin Cortez Jose Rodriguez
Claude Davis Frank Rossi
George Fiance Manuel Sanchez
Brigido Figueroa Julius Silagyi
Michael Filosa Stanley Watlack
Gunnar Grashne Richard Welch
Luis Gutierrez Daniel Wilson
Neil Lambert John Winn

USPHS HOSPITAL, NORFOLK, VA.
Henning Bjork Tommie Parker
H. Broughon Vernon Parker
Allan Burke Robert Wiseman
Leon Gray

SEASIDE MEMORIAL HOSPITAL, LONG BEACH, CALIF.
Irving Clark Lawrence Floyd
James Davis

USPHS HOSPITAL, MANHATTAN BEACH, BROOKLYN, NY
Matthew Bruno Thomas Leahy
G. Caraballo Primitivo Muse
Leo Carreon Jeremiah O'Byrne
Wade Chandler George Phifer
John Driscoll Henry Smith
Bart Guranick Almer Vickers
Taib Hassan Luther Wing
William Kenny Pon Wing
L. Kristiansen

USPHS HOSPITAL, SAN FRANCISCO, CALIF.
Hilariona Aquio Charles Hyde
Pauls Frankmanis Richard Kohls
Daniel Gemeiner Abraham Manders
Charles Harris Louis Schwartz
Edward Huiwenga Fred Shala

USPHS HOSPITAL, SEATTLE, WASHINGTON
Joseph Barron Nils Larsson
Fay Langley Joseph Prabeck

FROM THE SHIPS AT SEA

STEEL FABRICATOR

The company's in hot water over no hot water on the Steel Fabricator. The baker had to heat water for his baking, and the crewmembers, all hot-and-bothered about the inconvenience, are going to ask for a lodging allowance. Chairman at the last ship meeting was Frank Baron, and Frank White was meeting secretary.

OREMAR

The Oremar has undergone repairs, and more are needed. The men have gained a concession from the powers that be, and Kool-Ade is going to be left in the pantry for the 3:00 PM coffee time. This news comes from P. G. McNabb, the meeting secretary and M. H. Jones the meeting chairman on the ship.

Albatross



An albatross is held by L. Thomas, left, Raymond Perez, and "O'Mara" the bull wiper on the Valiant Hope. The bird did not stay long because "there was no draw or chow to have..."

STEEL MAKER

The crew of the Steel Maker sends regards to all. The ship took up a collection which they gave to the St. Mary's Orphanage for the children there. Johnny Johnston is ship's delegate and Harris Bennett was secretary at the last meeting.

LONGVIEW VICTORY

Seafarers on the Longview Victory have finally decided to play it smart... it seems that assorted visitors have been eating all the night lunches, so from now on, the pantry is to be locked up when the ship's in port. The galley stove isn't working, and the men are a bit burnt-up about that, although they're happy the food isn't. C. W. White was elected new ship's delegate.

ATLAS

Somebody's having a "boll" aboard the Atlas, not the men but the weevils. Weevils have been discovered in the crackers and new crackers are to be picked up. There are a few things that will have to be settled before everything is real smooth says Sam Vatis, ship's delegate, but otherwise all is well.

JEAN LAFITTE

There was not even a thank you coming from the chief mate of the SS Jean Lafitte to the members of the deck department... all they did was save his life... so the crew gave them a vote of thanks, anyway. The mate was stricken with a heart attack while the ship was leaving Yokohama, and the members of the deck department looked after him till he could be taken care of by medical authorities.

Otherwise, things are running pretty smoothly... the steward department is coming up with good meals and menus and there are no major beefs. Ronald Eden is ship's delegate.

Crew Wants New OT Clause

To the Editor:

As it often happens, when a man is called out to work overtime at night, he may only earn one hour's pay, although several hours of sleep will be lost in the deal.

Inasmuch as we feel that more than one hour may be involved when a man is called out to work overtime at night and

Thanks Band For USPHS Show

To the Editor:

I was wondering if it would be possible to extend a vote of thanks in our SEAFARERS LOG to Tony Americo and his band. They came here to the Marine Hospital in New Orleans and sure entertained us sick fellows on Tuesday night, Nov. 23. I'm sure that they were all for us, 100 percent.

Vincent J. Fitzgerald

Letters To The Editor

All letters to the editor for publication in the SEAFARERS LOG must be signed by the writer. Names will be withheld upon request.

'Retribution' Tickles Fancy

To the Editor:

Log-A-Rhythm "Retribution" best belly laugh in boat bursting with sides split open laughing. Some fun.

A. Trapolis

Praises SIU's Food Program

To the Editor:

I would like to give a vote of thanks to the representatives of the SIU Food Program. The consultants in each port are active, ready and willing to help the stewards understand the function of the food program.

I've had the pleasure of sailing on some ships that had program consultants for stewards, and they really knew their business.

I know that some of the old time stewards are reluctant to ask questions when the Food Program representatives come aboard because they feel that they are degrading themselves if they do so, but they are not. They must remember that the food consultants are old-timers, too. They were taught how the new Food Program works, and in turn, teach all SIU stewards what they've learned.

To me, a good steward is one who knows what he has on the ship and knows how to distribute everything in the best interests of all concerned. If shipboard stewards would cooperate with the program and its representative, all SIU-manned ships would be clean and good feeders.

Vernon Douglas

'A' Men Ask Watch Changes

To the Editor:

We the class A men of the deck department of the SS Penn Vanguard would like to direct your attention to the way we have been drawing for the watches. The black gang picks their watches according to date of register and the steward department is called according to the job, but we have suggestions to make.

We would like to see the deck department come under seniority: Class A men first, according to the register, then B men, then C men. As you know, the way we do it now, the A men have to chance it along with a first-tripper and that is hardly fair to the fellows who have top seniority in the SIU.

We would like to see more about this in the LOG in the near future, pro and con.

James F. Lee
E. F. Tillers
W. W. Treadway
Alfred B. Fahm
V. W. O'Mary
A. A. Mitshko
H. J. Foy

Praises The SIU For Deeds

To the Editor:

I would like to be put on the mailing list for the SEAFARERS LOG. I sailed for a number of years as a fireman, oiler, and watertender, though I haven't sailed since December of '46... still, all my papers are in order, and I even have all my old picket cards.

I believe in the SIU... it's done more for the seamen than any other organization in history. Keep up the good work.

A. F. O'Connor

Editor,
SEAFARERS LOG,
675 Fourth Ave.,
Brooklyn 32, NY

I would like to receive the SEAFARERS LOG—
please put my name on your mailing list.

(Print Information)

NAME

STREET ADDRESS

CITY

ZONE

STATE

TO AVOID DUPLICATION: If you are an old subscriber and have a change of address, please give your former address below:

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CITY

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STATE

Valiant Freedom Grounded On Cuban Beach

Seafarer Art Anderson Reports On Incidents And Conditions Aboard

The Valiant Freedom ran up on the beach shortly after midnight Friday, November 20. We're laying level in about 20 feet of water, which isn't good, since our normal draft with a load of bauxite is 29 feet.

Rumors have it that we were 40 miles off course when we went on the beach... the rumors also say that sights taken during the night led a straight line for the beach.

If any of this stuff is true, why wasn't the course altered to avoid grounding, and why was it said that nobody properly checked the ship's course and the necessary alterations?

Whatever the facts are something should be done about the neglect or carelessness that endangers the crewmembers aboard this ship. This isn't the first time we've come close to

disaster during this voyage... we almost ran on the rocks during the night when we arrived at Trinidad a couple of weeks ago. If it wasn't for the sharp eyes of the lookout on the bow, we probably would have crashed.

Cloudy Coast

The captain said that he thought the mountainous coastline was clouds. I'm sure there must be navigational equipment on the bridge; why don't they use it?

At present, the Merrit, Chapman and Scott salvage tug "Curb" is setting out to beach anchors and aid us in getting off, but we'll have to be towed to Mobile, since the shaft-ley is flooded up to sea level. We all hope to be home for Christmas, so lets hope they can get us off on the first try.

I think first aid classes should be compulsory for mates. Every time you go to a chief mate that I know and complain of an illness, the first thing he comes out with is "I'm not a doctor, so what do you want me to do?"

Medical Mates

If you ask him for iodine for a cut, or something similar, he complains it's his meal hour and asks you why didn't you see him earlier when he was in the hospital giving medication to someone else. What in blazes are we to do... injure ourselves to meet his own private schedule?

This isn't all that happens on here, not by a long shot. We have a character in the engine department who really takes the cake for throwing the bull.

The way he talks about the airplane he owns, the shipping

company he owns in the Philippine Islands, the big game safaris he's been on, his war-time adventures, the chief engineer positions he's turned down on the world's biggest ships, he makes Einstein look like a first-grade pupil compared to him.

If he starts shooting the bull with you, you can't get away... He'll follow you all over the ship. In fact, he'll usually corner an unlicensed man in the engine department, tell all about his experiences—what a football hero he used to be, etc. then, the first chance he gets, he'll dispute the devil out of the overtime or delayed sailing claims.

Seafaring Superman

In my books, this joker is a first rate hot-air artist. I think he reads all this stuff he tells us about in adventure magazines, then imagines himself as

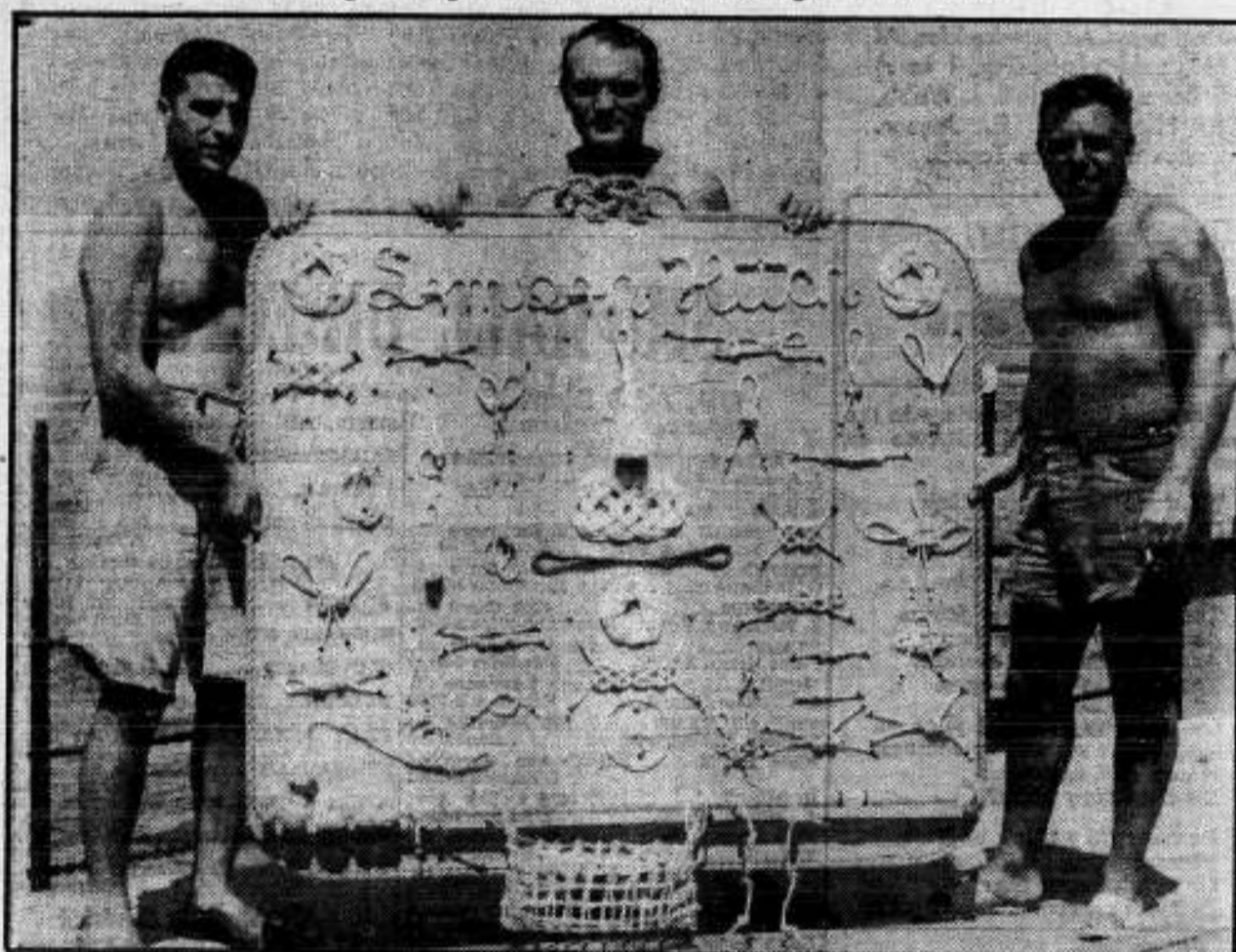
the hero of the story, till he actually believes it. I think he's lost about half his marbles, that is, if he ever had any in that swelled rock of his he refers to as his head.

I do have certain things to say about the ship that are good.

We have a darn good crew and a wonderful department. The cooks have kept us well fed and Earl Gates and John Eaton, our chief and third cooks have put out such good chow that the chow hounds like me haven't lost an ounce of weight.

I guess Dr. Logue at the New York clinic won't be happy about that when I show up with the same bay window I've had... I'm supposed to diet to improve my general health. Its either a case of having no will power or too good a cooking staff on the ship... I guess I'll blame it on the good cooks.

Fancy Ropework On Sampan Hitch



Lots of knots aboard the Sampan Hitch. This virtuoso display of knot-tying is shown by Seafarers (left to right) Charles Romano, OS; William B. Wilson, AB; and Chick Vanzenaella, AB. The photo was shot during the 4-8 watch by H. F. Holmes of the engine department. The boys may try their hand at knitting a sweater next.

'Sea Spray'

—by Seafarer "Red" Fink



"Beggars can't be choosers."



Female Mako shark caught by the Hitch weighed 550 pounds and was 10 feet long. When opened as above, she was full of baby sharks. Over 40 were counted.

THANKSGIVING Menu

CHILLED SHRIMP COCKTAIL TOMATO JUICE COCKTAIL
ASSORTED PICKLES - OLIVES - CELERY
ASSORTED CANAPES
ROAST TURKEY WITH WALNUT DRESSING AND GIBLEY GRAVY
ROAST PRIME RIB OF BEEF AU JUS TO ORDER
MERINATED HERRING ON TOAST
BAGGED POTATOES BUTTERED BROCCOLI
BUTTERED ASPARAGUS PEAS AND CARROTS
CANDIED YAMS CRANBERRY SAUCE
HOT PARKER HOUSE ROLLS
APPLE PIE PUMPKIN PIE MINCE PIE
FRUIT CAKE ICE CREAM WITH FRESH STRAWBERRIES
ASSORTED FRESH FRUITS ASSORTED NUTS
MIXED CANDIES AND AFTER-DINNER MINTS
COFFEE TEA COCOA MILK LEMONADE

Chief steward Francis Napoli was responsible for the menu and Chester Coumas, oiler, did the photography and printing for the Sword Knot's Thanksgiving dinner.

LOG-A-RHYTHM:

Christmas

By William Willbridge

Every year there comes a holiday
Will always be as time goes on
'Tis a day we mortals all respect
As its the day our Saviour was born

Dec. 25 is that day
We all know as Christmas time
Its a time when choirs are singing
And churchbells ring their chimes

'Tis also a day for little children
Who yet do not know their King
They want to see the Christmas tree
And see what Santa had to bring

Then there is another man
He's the man who goes to sea
Who doesn't get home for Christmas
To see his family, or the tree

So to all you seagoing brothers
We wish a Merry Christmas to you
Also a happy and prosperous year
As you sail with the SIU

STEEL EXECUTIVE (Isthmian), Nov. 3—Chairman, A. D. Bridie; Secretary, James Welch. Captain requested information on ship's delegate's attitude toward him. Ship's delegate said that it was up to the crew if they wanted his resignation. Man was hospitalized in Manila. Will join ship in Singapore. One man missed ship in Manila. Some disputed overtime and minor beefs. Patrolmen will be notified that there has been no representation on this vessel. Brother Cedric Wood new ship's delegate.

THE CABINS (Texas City Refining), Nov. 17—Chairman, James Whatley; Secretary, Jesse Maloney. Discussion concerning a request to headquarters to change method of pay-off. Fund consists of \$13. One man removed at Houston due to ear injury. Steward requested to notify ship's delegate if

ning smoothly. \$8 in ship's fund. Motion made and seconded to pay off every six weeks. Suggestion made that steward get chairs for after recreation room.

PACIFICUS (Orion), Sept. 13—Chairman, T. Spiera; Secretary, Manuel T. Flores. Steward made treasurer; presently \$10 in fund. Captain used previous \$10 to buy a new washing machine. No beefs. 3d cook made ship's delegate. Suggest steward put more night lunches out.

Nov. 5—Chairman, T. Spiera; Secretary, N. W. Delatte. No beefs; ship's delegate report satisfactory. \$30 in ship's fund. Motion approved to donate \$20 of ship's fund monies to American Merchant Library. One man hospitalized in Montevideo.

ATLANTIS (Petrol), Oct. 30—Chairman, F. A. Arana; Secretary, C. P. Parker. Various repairs not being done, and will be reported to patrolman at payoff. Crew asked to donate to depleted ship's fund. Patrolman asked to do something about soot coming through vents in quarters. No beefs.

CS MIAMI (Cities Service), Nov. 7—Chairman, C. M. Houchins; Secretary, T. J. White. One man missed ship at Petties Island; another quit ship at Linden, NJ. Man fell from catwalk and was hospitalized at Lak Charles. Not serious. One year rule to be enforced. Clean messhall after each watch; bring coffee cups back to pantry after using.

FAIRPORT (Waterman), Oct. 18—Chairman, Tom Moriarty; Secretary, E. M. "Al" Watts. Francis E. McCall elected ship's delegate. No beefs. Suggested that all Koreans keep out of passageways and crew's quarters. Ask all departments to draw up repair lists and see that repairs are made. One man hospitalized with back injuries at Kobe, Japan.

STEEL DIRECTOR (Isthmian), Nov. 15—Chairman, Charles Stamboli; Secretary, A. Bearden. Warned all members to behave as captain was log happy. Also warned crew to stay clear of Coast Guard. Elected new ship's delegate. Discussion was held on poor preparation of food. Instructions were given for using washing machine. No beefs. Few hours of disputed OT.

AZALEA CITY (Pan Atlantic), Nov. 27—Chairman, M. Richardson; Secretary, J. A. Davis. No delegate at meeting. Elected Richard Lee as ship's delegate. Requested ship's delegate to get up ship's fund. Portion of fund to be used for library.

VALIANT FORCE (Force Steamship), Nov. 22—Chairman, R. L. Taylor; Secretary, D. F. Mease. Repairs being taken care of. List to be given to payoff patrolman. Few hours OT disputed. No beefs.

Sept. 5—Chairman, D. F. Mease; Secretary, J. W. McDonald. Election of ship's delegate. Held discussion on new repairs. No beefs.

PENN TRADER (Penn), Nov. 29—Chairman, Paul Huggins; Secretary, W. T. Stricklin. Vote of thanks to steward department for job well done. Patrolman to check aloft chest before sailing. Repairs done at sea. Letter to Union signed by all crewmembers. OT to be squared up with mate or patrolman. No beefs.

STEEL ROVER (Isthmian), Nov. 1—Chairman, Louis J. Guzzi; Secretary, G. M. Wright. Request made to keep longshoremen out of pantry and keep door locked when not at meals. Donation of \$.50-per man to ship's fund.

FORT HOSKINS (Cities Service), Nov. 25—Chairman, John P. Schilling; Secretary, Peter J. Goff. Will check with patrolman concerning OT and subsistence for men sent to headquarters last trip. Repair list taken care of. No beefs. No disputed OT. Request made for watertight doors on after main deck to keep passage ways from being flooded. Messhall and pantry should be kept clean at night. Request a minimum of noise in passage ways during day. Ship's fund is \$20. No beefs. No disputed OT.

STEEL FABRICATOR (Isthmian), Nov. 21—Chairman, Frank Baroni; Secretary, Frank White. Union mail being tampered with. Hot water problem with showers and kitchen. Requesting Union to get cash instead of travelers' checks for draws. Lodging allowance to be claimed by all hands. Vote of confidence for steward. Crew backing steward in beef with topside. Officers requesting transfer if steward is permitted to stay aboard for next trip. No beefs. Some disputed OT.

Digest Of SIU Ship Meetings

milk delivery fails to come aboard before sailing time. No disputed OT and no beefs.

FAIRPORT (Waterman), Nov. 14—Chairman, F. McCall; Secretary, R. Young. Ship's fund is \$3.60. A vote of thanks to John Radecke for obtaining library. Ship's delegate to make addition this time. No beefs.

ISERVILLE (Waterman), Nov. 13—Chairman, William Turner; Secretary, William Cameron. Porthole gaskets for entire crew need checking and repairing. Deck and engine footsies need repairs. \$16.48 in fund. Checks should be made on medical supplies, cleanliness of ship hospital and suggestions made pertaining to ways to improve menu.

VENORE (Marven), Oct. 31—Chairman, Roy Will; Secretary, G. C. Maddex. Ship's delegate resigned and new one elected. No beefs.

JOHN B. WATERMAN (Waterman), Nov. 15—Chairman, N. Matthey; Secretary, I. A. Brown. Good trip so far. Slopechest out of certain popular brands of cigarettes since beginning of trip from SF. Main deck scuttlebutt not operating. No freon. \$7.60 turned over at Wilmington by chief cook. No additional donations. Vote of thanks to steward department. Coffee urn spigot needs repairing. Repair list okay.

ALCOA RANGER (Alcoa), Nov. 8—Chairman, Bethlaume; Secretary, W. Barnes. No beefs. All asked to observe safety rules and sign crew list. New aerial for TV cost \$4.50. Total in ship's fund \$20.19. Elected J. Smith, S-648, new ship's delegate. Steward to try to get fresh trout or mullet. Members asked to turn off washing machine when finished, not to throw razor blades on deck.

MOUNT EVANS (Cargo Tankship), Oct. 15—Chairman, W. Downs; Secretary, D. Forrest. One man missed ship in Philly. W. Gonsalves elected ship's delegate. Repair list to be made up. Port dogs to be freed. Missing crewmember's effects cataloged and itemized.

STEEL APPRENTICE (Isthmian), Nov. 8—Chairman, Frank Van Dusen; Secretary, Vincent Chavez. Saw captain about penalty cargo. All OK. One man missed ship in Seattle and rejoined in Anacortes and then paid off. Picked up a few replacements in San Francisco and Seattle since leaving Tampa. No major beefs. Good bunch of guys. Ship delegate to see captain about cleaning tanks in Japan. Thanks to deck standbys for keeping messhall and pantry in SIU shape. Red Simmons and his gang are feeding the whole crew very well.

ALCOA PATRIOT (Alcoa), Oct. 18—Chairman, Jimmy Jones; Secretary, R. Ramos. Dept's asked to turn in repair lists. Ship's fund has total of \$10.65. No beefs. Crew thanks steward's dept. for job well done.

BEAUREGARD (Pan Atlantic), Nov. 8—Chairman, B. Brown; Secretary, T. D. York. No beefs; everything run-

'Alls Well:' SS Emilia

Things seem to be going pretty smooth aboard the Bull Company's SS Emilia, according to Seafarer Roman Topski. The food is extra-good and the crew gets along very well... making the trip an ideal one from most every point of view. Here are some photos sent in from the ship. Details are below.

These SS Emilia stewards & cooks, serving the men the "best food on the ship in a long time," are: (seated, l to r) T. Nerosa, 3rd cook; W. Heartlove, chief cook; L. Garabedian, steward; (second row, l to r) M. Endres, Galleyman; R. Wajcik, BR; (third row, l to r) F. Monzo and R. E. Ferebee, Messmen; and E. C. Danner, 2nd cook.

Some of the healthy-looking members of the crew on the Emilia are: (1st row, l to r) E. Swionkowski, R. Jopski, Tex McKinney, Art Rowedder, Al Hansveldt, (standing, l to r) F. Bona, C. Gladhill, J. Webb, F. Hipp, and E. Joyner. Photos by Roman Topski.

LOG-A-RHYTHM:

Librarians

By Roy Fleischer

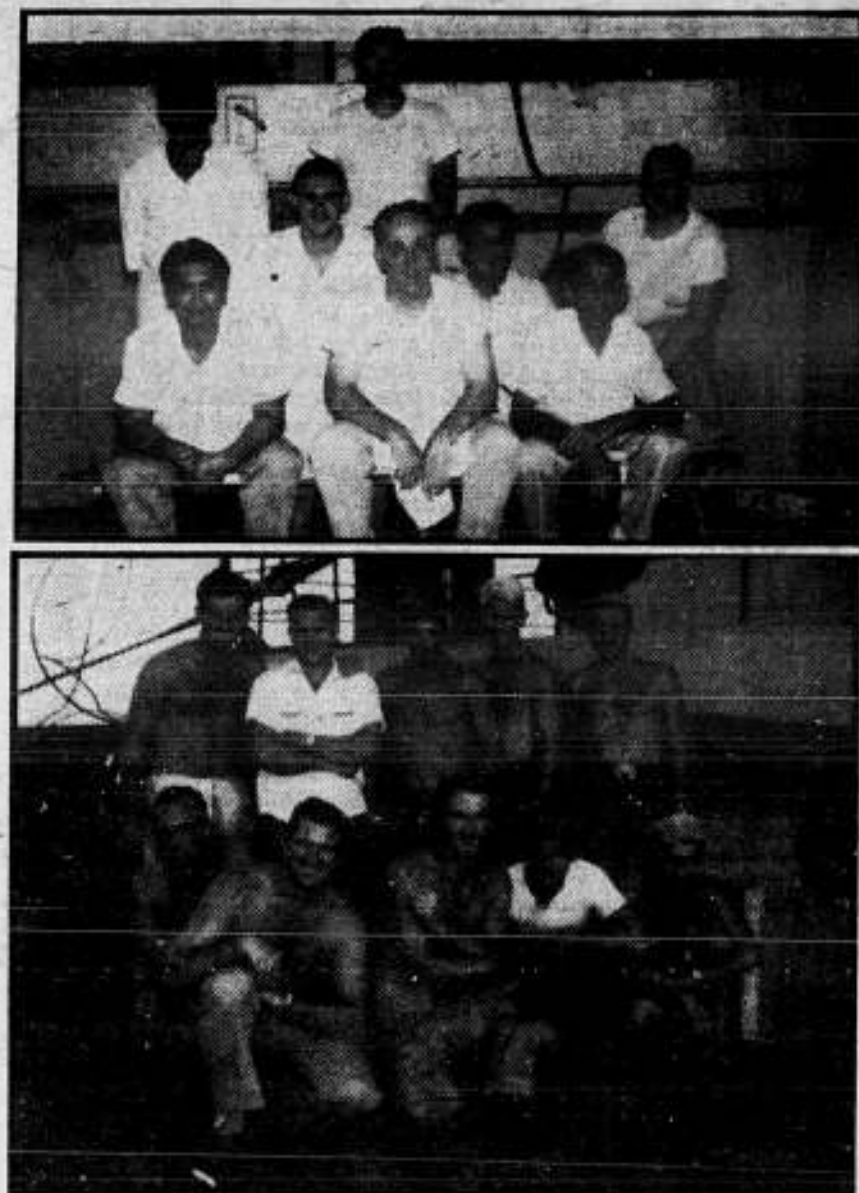
(Inspired by the librarians in the Seaman's Church Institute on South Street.)

What do librarians think
As they sit at their desks
In the Conrad room?
Well, I can only guess.

They have a worldly frown
As they flip dusty pages
And meditate I'm certain,
The wisdom of the ages.

Or do they think of files
And books on wrong shelves,
Mixed and scattered
By Seafaring elves?

Perhaps they think of Nice,
Vienna, Troy, or Rome,
Or only closing time,
And sailing straight for home.



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SAN FRANCISCO.....240 Second St.
Douglas 2-4592

SAN PEDRO.....295 West 7th St.
Terminal 3-4485

SEATTLE.....2333 Western Ave.
Main 2-8326



Md. Port Plan Revealed After MTD Call For Action

BALTIMORE—The Maryland Port Authority—following some prodding by the Maritime Trades Department, AFL-CIO—has begun taking steps aimed at modernizing its Baltimore facilities in an effort to attract cargo and steamship to the area.

It has approached major railroads which own the general cargo piers in Baltimore, and is attempting to buy all these facilities. If

all goes well the Port Authority will own all the general cargo piers in Baltimore.

At present, Baltimore depends almost exclusively on bulk cargoes. The addition of the package cargo trade will enhance shipping conditions, and offer more employment for seamen, among other things.

The issue of port inactivity was made known to Maryland's Governor Tawes recently. An MTD resolution charged the authority with discrimination against maritime labor by failing to include labor representation in that organization, despite the big stake labor has in the port's operations.

While the port group is now showing signs of acting on its long-overdue program, there has been no indication as yet that the state administration intends to give maritime labor representation on the authority.

Final Dispatch

The deaths of the following Seafarers have been reported to the SIU Welfare Plan and the death benefit has been paid to their beneficiaries:

Carl I. Franson, 64: Brother Franson died of a pulmonary condition at his residence in New Orleans on November 25. He had been a member of the SIU deck department since 1944. He is survived by his wife. Burial was in St. Mary's Cemetery, New Orleans.

Edward M. Burgos, 53: Brother Burgos, a steward, passed away October 25 in Portland, Oregon, of a heart ailment. A member of the SIU since 1956, he was a native of San Pedro, Calif. Place of burial was not given.



Absorbing Literature At Union Hall



Nick Chrisomalis, steward dept., and his nephews (l.-r.) Andrew and George Litos review some current magazines in the lounge at Union headquarters.

VA Researcher Backs PHS On Cigs

After five years of experimentation, involving the microscopic examination of 20,000 slices of lung tissue taken from 402 dead bodies, a New Jersey medical researcher has come up with what he calls the "final link" connecting lung cancer with cigaret smoking.

His findings were questioned by the tobacco industry.

Dr. Oscar Auerbach of the Veterans Administration Hospital at East Orange, N.J., reported to the American Medical Association the findings of his study.

The study demonstrates, he said, that cancer and the abnormal changes that lead to cancer were many times more numerous in the lungs of smokers than non-smokers, and that there was a correlation between the cancerous and pre-cancerous damage done the lungs and the amount of smoking done. Damage to the lungs was the worst among the heaviest smokers. "These anatomical observations seem to us to indicate that cigaret smoking is a major factor in the causation of lung cancer in man," Dr. Auerbach said.

In brief, Dr. Auerbach found: Of the 402 bodies examined, 63 had died of lung cancer, all of whom were smokers; the remaining 339 had died of other causes. The microscopic investigations showed that seven of the lung cancer deaths had one or more tiny lung cancers in addition to the cancer causing the death.

He also examined the tissue for changes and abnormalities that lead to cancer, and found that these pre-cancerous changes were more common among smokers than non-smokers.

The Tobacco Research Commit-

tee countered with claims that his findings were inconclusive and that smoking does not necessarily lead to cancer.

In addition to the smoking damage, it seems that a number of Americans are also injuring them-

selves by using suntan machines; getting too much sun. It seems that suntans have a negligible health value but can have considerable bad effects. These harmful effects include skin cancer, usually resulting from overexposure.

PERSONALS AND NOTICES

Hector Conrad

Anyone knowing the whereabouts of Hector Conrad, missing since October, 1957, please get in touch with Mr. C. H. Conrad, 32 Berea Rd., Durban, South Africa.

Jack H. Roberts

Please get in touch with Harold L. Lokos, 3189 NW 19 Terrace, Miami, Florida. He has your book and Social Security card.

Emil and Bill

Wedding off. She married someone else the weekend of October 23. Will arrive in NY around Christmas. Write me at my home address. Your friend Walter.

Gordon Chambers

Please get in touch with your mother, Mrs. A. Chambers, 1145 Woodcrest Ave., Bronx, NY.

George W. Flint

Please contact Richard R. Hart, American vice-consul, at the American Consulate General, Yokohama, Japan. This is in reference to a matter of utmost importance to you.

Frank Rossi

Any friends of Frank Rossi can visit him at the USPHS at Staten Island. Mail and visits will be appreciated.

Jose Silva Luna

Anybody knowing whereabouts of the above, please contact Manuel S. Luna, 3505 Date St., Houston, Texas.

Crewmembers

SS Steel Advocate

Feb. 6—May 15, 1958

Please contact Seafarer Martin Pederson as soon as possible. Urgent. He can be reached at 356 55th St., Brooklyn 20, NY.

Income tax refund checks are being held for the SIU members listed here by Jack Lynch, Room 201, SUP Building, 450 Harrison Street, San Francisco 5, California:

Ernest C. Anderson, Claude D. Berry, Donald L. Christensen, Arthur L. Craig, Jr., Boleslav J. Dzelak, Fong Yao King, Sheffield Nerkitt, Bernardo Tombocon and Ding Hai Woo.

Members having baggage stored in present Philadelphia hall are urged to claim it within 30 days. The new building will be opened shortly and all baggage will have to be removed from the old Union hall.

SIU BABY ARRIVALS



Kimberly Ann Farrier, born October 28, 1959, to Seafarer and Mrs. Walter C. Farrier, Baltimore.

Alan Gwin and Effie Lynn McAll, born November 19, 1959, to Seafarer and Mrs. Richard E. McAll, Saraland, Ala.

Robert Vernon Roberson, born November 14, 1959, to Seafarer and Mrs. Charles V. Roberson, Prichard, Ala.

Theresa Anne Saboy, born October 14, 1959, to Seafarer and Mrs. Joseph J. Saboy, Baltimore, Md.

James Michael Thompson, born October 5, 1959, to Seafarer and Mrs. Ronald J. Thompson, Everett, Mass.

Rosilyn Bernadette Allen, born October 2, 1959, to Seafarer and Mrs. James Allen, New Orleans, La.

Brenda Diana Loper, born October 24, 1959, to Seafarer and Mrs. Collie Loper Jr., Mobile, Ala.

Joan Penelope Pittiak, born August 11, 1959, to Seafarer and Mrs. Steven Pittiak, South Amboy, N.J.

EVERY
SUNDAY | DIRECT VOICE
| BROADCAST

TO SHIPS IN ATLANTIC EUROPEAN
AND SOUTH AMERICAN WATERS

"THE VOICE OF THE MTD"

EVERY SUNDAY, 1620 GMT (11:20 EST Sunday)

WFK-39, 19850 KCs Ships in Caribbean, East Coast of South America, South Atlantic and East Coast of United States.

WFL-65, 15850 KCs Ships in Gulf of Mexico, Caribbean, West Coast of South America, West Coast of Mexico and US East Coast.

WFK-95, 15700 KCs Ships in Mediterranean area, North Atlantic, European and US East Coast.

Meanwhile, MTD 'Round-The-World
Wireless Broadcasts Continue . . .

Every Sunday, 1915 GMT
(2:15 PM EST Sunday)
WCO-13020 KCs
Europe and North America

WCO-16908.8 KCs
East Coast South America

WCO-22407 KCs
West Coast South America

Every Monday, 0315 GMT
(10:15 PM EST Sunday)

WMM 25-15607 KCs
Australia

WMM 81-11037.5
Northwest Pacific

MARITIME TRADES DEPARTMENT

Unions Sift Ship Control

(Continued from page 3)

and not on foreign policy considerations of the moment.

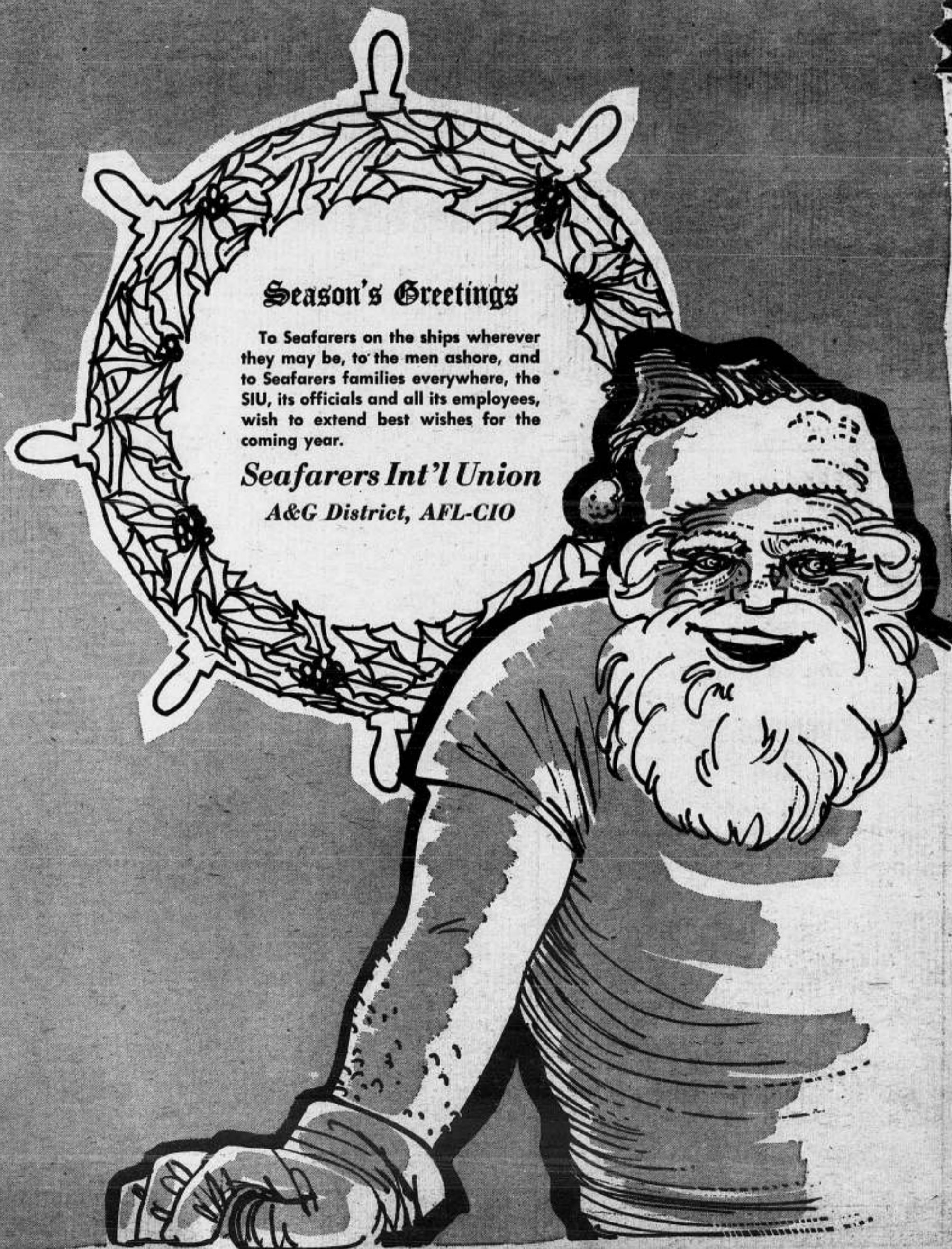
SIUNA President Paul Hall, who attended the ITF session in Antwerp, subsequently took part in the meeting of the International Confederation of Free Trades Unions as an AFL-CIO delegate. Other delegates included Joseph Curran, NMU; Walter Reuther, UAW; Joseph Keenan, Electrical Workers Brotherhood; James Sufbridge, Retail Clerks; A. P. Randolph, Sleeping Car Porters; James Carey, IUE; William Doherty, Letter Carriers; Richard Walsh, IATSE; Karl Feller, Brewery Workers; George Harrison, Railway Clerks; Herman Kenin, Musicians; C. J. Hagerty, Calif. AFL-CIO; Irving Brown, Michael Ross and Jay Lovestone, AFL-CIO national office; Victor Reuther, UAW and George Meany, AFL-CIO president as head of the delegation.



Season's Greetings

To Seafarers on the ships wherever they may be, to the men ashore, and to Seafarers families everywhere, the SIU, its officials and all its employees, wish to extend best wishes for the coming year.

Seafarers Int'l Union
A&G District, AFL-CIO



GRIFFIN-LANDRUM LABOR ACT

An Act

To provide for the reporting and disclosure of certain financial transactions and administrative practices of labor organizations and employers, to prevent abuses in the administration of trusteeships by labor organizations, to provide standards with respect to the election of officers of labor organizations, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Short Title

Section 1. This act may be cited as the "Labor-Management Reporting and Disclosure Act of 1959."

Declaration of Findings, Purpose, and Policy

Sec. 2. (a) The Congress finds that, in the public interest, it continues to be the responsibility of the Federal Government to protect employees' rights to organize, choose their own representatives, bargain collectively, and otherwise engage in concerted activities for their mutual aid or protection; that the relations between employers and labor organizations and the millions of workers they represent have a substantial impact on the commerce of the Nation; and that in order to accomplish the objective of a free flow of commerce it is essential that labor organizations, employers, and their officials adhere to the highest standards of responsibility and ethical conduct in administering the affairs of their organizations, particularly as they affect labor-management relations.

(b) The Congress further finds, from recent investigations in the labor and management fields, that there have been a number of instances of breach of trust, corruption, disregard of the rights of individual employees, and other failures to observe high standards of responsibility and ethical conduct which require further and supplementary legislation that will afford necessary protection of the rights and interests of employees and the public generally as they relate to the activities of labor organizations, employers, labor relations consultants, and their officers and representatives.

(c) The Congress, therefore, further finds and declares that the enactment of this Act is necessary to eliminate or prevent improper practices on the part of labor organizations, employers, labor relations consultants, and their officers and representatives which distort and defeat the policies of the Labor Management Relations Act, 1947, as amended, and the Railway Labor Act, as amended, and have the tendency or necessary effect of burdening or obstructing commerce by (1) impairing the efficiency, safety, or operation of the instrumentalities of commerce; (2) occurring in the current of commerce; (3) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods into or from the channels of commerce or the prices of such materials or goods in commerce; or (4) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing into or from the channels of commerce.

Definitions

Sec. 3. For the purposes of titles I, II, III, IV, V (except section 505), and VI of this Act—

(a) "Commerce" means trade, traffic, commerce, transportation, transmission, or communication among the several States or between any State and any place outside thereof.

(b) "State" includes any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Canal Zone, and Outer Continental Shelf Lands defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331-1345).

(c) "Industry affecting commerce" means any activity business, or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free

flow of commerce and includes any activity or industry "affecting commerce" within the meaning of the Labor Management Relations Act, 1947, as amended, or the Railway Labor Act, as amended.

(d) "Person" includes one or more individuals, labor organizations, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, or receivers.

(e) "Employer" means any employer or any group or association of employers engaged in an industry affecting commerce (1) which is, with respect to employees engaged in an industry affecting commerce, an employer within the meaning of any law of the United States relating to the employment of any employees or (2) which may deal with any labor organization concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and includes any person acting directly or indirectly as an employer or as an agent of an employer in relation to an employee but does not include the United States or any corporation wholly owned by the Government of the United States or any State or political subdivision thereof.

(f) "Employee" means any individual employed by an employer, and includes any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice or because of exclusion or expulsion from a labor organization in any manner or for any reason inconsistent with the requirements of this Act.

(g) "Labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

(h) "Trusteeship" means any receivership, trusteeship, or other method of supervision or control whereby a labor organization suspends the autonomy otherwise available to a subordinate body under its constitution or bylaws.

(i) "Labor organization" means a labor organization engaged in an industry affecting commerce and includes any organization of any kind, any agency, or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and any conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization, other than a State or local central body.

(j) A labor organization shall be deemed to be engaged in an industry affecting commerce if it—

(1) is the certified representative of employees under the provisions of the National Labor Relations Act, as amended, or the Railway Labor Act, as amended; or

(2) although not certified, is a national or international labor organization or a local labor organization recognized or acting as the representative of employees of an employer or employers engaged in an industry affecting commerce; or

(3) has chartered a local labor organization or subsidiary body which is representing or actively seeking to represent employees of employers within the meaning of paragraph (1) or (2); or

(4) has been chartered by a labor organization representing or actively seeking to represent employees within the meaning of paragraph (1) or (2) as the local or subordinate body through which such employees may enjoy membership or become affiliated with such labor

organization; or

(5) is a conference, general committee, joint or system board, or joint council, subordinate to a national or international labor organization, which includes a labor organization engaged in an industry affecting commerce within the meaning of any of the preceding paragraphs of this subsection, other than a State or local central body.

(k) "Secret ballot" means the expression by ballot, voting machine, or otherwise, but in no event by proxy, of a choice with respect to any election or vote taken upon any matter, which is cast in such a manner that the person expressing such choice cannot be identified with the choice expressed.

(l) "Trust in which a labor organization is interested" means a trust or other fund or organization (1) which was created or established by a labor organization, or one or more of the trustees or one or more members of the governing body of which is selected or appointed by a labor organization, and (2) a primary purpose of which is to provide benefits for the members of such labor organization or their beneficiaries.

(m) "Labor relations consultant" means any person who, for compensation, advises or represents an employer, employer organization, or labor organization concerning employee organizing, concerted activities, or collective bargaining activities.

(n) "Officer" means any constitutional officer, any person authorized to perform the functions of president, vice president, secretary, treasurer, or other executive function of a labor organization, and any member of its executive board or similar governing body.

(o) "Member" or "member in good standing", when used in reference to a labor organization, includes any person who has fulfilled the requirements for membership in such organization, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization.

(p) "Secretary" means the Secretary of Labor.

(q) "Officer, agent, shop steward, or other representative", when used with respect to a labor organization, includes elected officials and key administrative personnel, whether elected or appointed (such as business agents, heads of departments or major units, and organizers who exercise substantial independent authority), but does not include salaried non-supervisory professional staff, stenographic, and service personnel.

(r) "District court of the United States" means a United States district court and a United States court of any place subject to the jurisdiction of the United States.

Title I Bill Of Rights Of Members Of Labor Organizations

Sec. 101. (a) (1) Equal Rights.—

Every member of a labor organization shall have equal rights and privileges within such organization to nominate candidates, to vote in elections or referendums of the labor organization, to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings, subject to reasonable rules and regulations in such organization's constitution and bylaws.

(2) Freedom of Speech and Assembly.—Every member of any labor organization shall have the right to meet and assemble freely with other members; and to express any views, arguments, or opinions; and to express at meetings of the labor organization his views, upon candidates in an election of the labor organization or upon any business properly before the meeting, subject to the organization's established and reasonable rules

pertaining to the conduct of meetings: Provided, That nothing herein shall be construed to impair the right of a labor organization to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution and to his refraining from conduct that would interfere with its performance of its legal or contractual obligations.

(3) Dues, Initiation Fees, and Assessments.—Except in the case of a federation of national or international labor organizations, the rates of dues and initiation fees payable by members of any labor organization in effect on the date of enactment of this Act shall not be increased, and no general or special assessment shall be levied upon such members, except—

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

(B) in the case of a labor organization, other than a local labor organization or a federation of national or international labor organizations, (i) by majority vote of the delegates voting at a regular convention, or at a special convention of such labor organization held upon not less than thirty days' written notice to the principal office of each local or constituent labor organization entitled to such notice, or (ii) by majority vote of the members in good standing of such labor organization voting in a membership referendum conducted by secret ballot, or (iii) by majority vote of the members of the executive board or similar governing body of such labor organization, pursuant to express authority contained in the constitution and bylaws of such labor organization: Provided, That such action on the part of the executive board or similar governing body shall be effective only until the next regular convention of such labor organization.

(4) Protection of the Right to Sue.—No labor organization shall limit the right of any member thereof to institute an action in any court, or in a proceeding before any administrative agency, irrespective of whether or not the labor organization or its officers are named as defendants or respondents in such action or proceeding, or the right of any member of a labor organization to appear as a witness in any judicial, administrative, or legislative proceeding, or to petition any legislature or to communicate with any legislator: Provided, That any such member may be required to exhaust reasonable hearing procedures (but not to exceed a four-month lapse of time) within such organization, before instituting legal or administrative proceedings against such organizations or any officer thereof: And provided further, That no interested employer or employer association shall directly or indirectly finance, encourage, or participate in, except as a party, any such action, proceeding, appearance, or petition.

(5) Safeguards Against Improper Disciplinary Action.—No member of any labor organization may be fined, suspended, expelled, or otherwise disciplined except for non-payment of dues by such organization or by any officer thereof unless such member has been (A) served with written specific charges; (B) given a reasonable time to prepare his defense; (C) afforded a full and fair hearing.

(b) Any provision of the constitution and bylaws of any labor organization which is inconsistent with the provisions of this section shall be of no force or effect.

(c) Civil Enforcement.—Sec. 102. Any person whose rights secured by the provisions of this title have been infringed by any violation of this title may bring a civil action in a district court of the United States for such relief (including injunctions) as may be appropriate. Any such action against a labor organization shall be brought in the district court of the United States for the district where the alleged violation occurred, or where the principal of-

lice of such labor organization is located.

(d) Retention of Existing Rights.—Sec. 103. Nothing contained in this title shall limit the rights and remedies of any member of a labor organization under any State or Federal law or before any court or other tribunal, or under the constitution and bylaws of any labor organization.

Right to Copies of Collective Bargaining Agreements

Sec. 104. It shall be the duty of the secretary or corresponding principal officer of each labor organization, in the case of a local labor organization, to forward a copy of each collective bargaining agreement made by such labor organization with any employer to any employee who requests such a copy and whose rights as such employee are directly affected by such agreement, and in the case of a labor organization other than a local labor organization, to forward a copy of any such agreement to each constituent unit which has members directly affected by such agreement; and such officer shall maintain at the principal office of the labor organization of which he is an officer copies of any such agreement made or received by such labor organization, which copies shall be available for inspection by any member or by any employee whose rights are affected by such agreement. The provisions of section 210 shall be applicable in the enforcement of this section.

Information as to Act

Sec. 105. Every labor organization shall inform its members concerning the provisions of this Act.

Title II Reporting By Labor Organizations, Officers And Employees Of Labor Organizations, And Employers

Report of Labor Organizations

Sec. 201. (a) Every labor organization shall adopt a constitution and bylaws and shall file a copy thereof with the Secretary, together with a report, signed by its president and secretary or corresponding principal officers, containing the following information—

(1) the name of the labor organization, its mailing address, and any other address at which it maintains its principal office or at which it keeps the records referred to in this title;

(2) the name and title of each of its officers;

(3) the initiation fee or fees required from a new or transferred member and fees for work permits required by the reporting labor organization;

(4) the regular dues or fees or other periodic payments required to remain a member of the reporting labor organization; and

(5) detailed statements, or references to specific provisions of documents filed under this subsection which contain such statements, showing the provision made and procedures followed with respect to each of the following: (A) qualifications for or restrictions on membership, (B) levying of assessments, (C) participation in insurance or other benefit plans, (D) authorization for disbursement of funds of the labor organization, (E) audit of financial transactions of the labor organization, (F) the calling of regular and special meetings, (G) the selection of officers and stewards and of any representatives to other bodies composed of labor organizations' representatives, with a specific statement of the manner in which each officer was elected, appointed, or otherwise selected, (H) discipline or removal of officers or agents for breaches of their trust, (I) imposition of fines, suspensions, and expulsions of members, including the grounds for such action and any provision made for notice, hearing, judgment on the evidence, and

appeal procedures, (J) authorization for bargaining demands, (K) ratification of contract terms, (L) authorization for strikes, and (M) issuance of work permits. Any change in the information required by this subsection shall be reported to the Secretary at the time the reporting labor organization files with the Secretary the annual financial report required by subsection (b).

(b) Every labor organization shall file annually with the Secretary a financial report signed by its president and treasurer or corresponding principal officers containing the following information in such detail as may be necessary accurately to disclose its financial condition and operations for its preceding fiscal year—

(1) assets and liabilities at the beginning and end of the fiscal year;

(2) receipts of any kind and the sources thereof;

(3) salary, allowances, and other direct or indirect disbursements (including reimbursed expenses) to each officer and also to each employee who, during such fiscal year, received more than \$10,000 in the aggregate from such labor organization and any other labor organization affiliated with it or with which it is affiliated, or which is affiliated with the same national or international labor organization.

(4) direct and indirect loans made to any officer, employee, or member, which aggregated more than \$250 during the fiscal year, together with a statement of the purpose, security, if any, and arrangements for repayment;

(5) direct and indirect loans to any business enterprise, together with a statement of the purpose, security, if any, and arrangements for repayment; and

(6) other disbursements made by it including the purposes thereof: all in such categories as the Secretary may prescribe.

(c) Every labor organization required to submit a report under this title shall make available the information required to be contained in such report to all of its members, and every such labor organization and its officers shall be under a duty enforceable at the suit of any member of such organization in any State court of competent jurisdiction or in the district court of the United States for the district in which such labor organization maintains its principal office, to permit such member for just cause to examine any books, records, and accounts necessary to verify such report. The court in such action may, in its discretion, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant and costs of the action.

(d) Subsections (f), (g), and (h) of section 9 of the National Labor Relations Act, as amended, (e) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(e) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(f) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

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(h) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

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(j) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(k) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

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(m) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(n) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(o) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

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(q) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(r) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(s) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(t) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

(u) Clause (i) of section 8(a)(3) of the National Labor Relations Act, as amended, is amended by striking out the following: "and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with sections 9 (f), (g), (h)."

volution any stock, bond, security, or loan to or from, or other legal or equitable interest in the business of an employer whose employees such labor organization represents is actively seeking to represent;

(3) any stock, bond, security, or other interest, legal or equitable, which he or his spouse or minor child directly or indirectly held in, and any income or any other benefit with monetary value (including reimbursed expenses) which he or his spouse or minor child directly or indirectly derived from, any business a substantial part of which consists of buying from, selling or leasing to, or otherwise dealing with, the business of an employer whose employees such labor organization represents or is actively seeking to represent;

(4) any stock, bond, security, or other interest, legal or equitable, which he or his spouse or minor child directly or indirectly held in, and any income or any other benefit with monetary value (including reimbursed expenses) which he or his spouse or minor child directly or indirectly derived from, a business any part of which consists of buying from, or selling or leasing directly or indirectly to, or otherwise dealing with such labor organizations;

(5) any direct or indirect business transaction or arrangement between him or his spouse or minor child and any employer whose employees his organization represents or is actively seeking to represent, except work performed and payments and benefits received as a bona fide employee of such employer and except purchases and sales of goods or services in the regular course of business at prices generally available to any employee of such employer; and

(6) any payment of money or other thing of value (including reimbursed expenses) which he or his spouse or minor child received directly or indirectly from any employer or any person who acts as a labor relations consultant to an employer, except payments of the kinds referred to in section 302(c) of the Labor Management Relations Act, 1947, as amended.

(b) The provisions of paragraphs (1), (2), (3), (4), and (5) of subsection (a) shall not be construed to require any such officer or employee to report his bona fide investments in securities traded on a securities exchange registered as a national securities exchange under the Securities Exchange Act of 1934, in shares in an investment company registered under the Investment Company Act of 1940, or in securities of a public utility holding company registered under the Public Utility Holding Company Act of 1935, or to report any income derived therefrom.

(c) Nothing contained in this section shall be construed to require any officer or employee of a labor organization to file a report under subsection (a) unless he or his spouse or minor child holds or has held an interest, has received income or any other benefit with monetary value or a loan, or has engaged in a transaction described therein.

Report of Employers

Sec. 203. (a) Every employer who in any fiscal year made—

(1) any payment or loan, direct or indirect, of money or other thing of value (including reimbursed expenses), or any promise or agreement therefor, to any labor organization or officer, agent, shop steward, or other representative of a labor organization, or employee of any labor organization, except (A) payments or loans made by any national or State bank, credit union, insurance company, savings and loan association or other credit institution and (B) payments of the kind referred to in section 302(c) of the Labor Management Relations Act, 1947, as amended;

(2) any payment (including reimbursed expenses) to any of his employees, or any group or committee of such employees, for the purpose of causing such employee or group or committee of employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing unless such payments were contemporaneously or previously disclosed to such other employees;

(3) any expenditure, during the fiscal year, where an object thereof, directly or indirectly, is to interfere with, restrain, or coerce employees in the exercise of the right to organize and bargain collectively through representatives of their own choosing, or is to obtain information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding;

(4) any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertakes activities where an object thereof, directly or indirectly, is to persuade, coerce, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing, or undertakes to supply such employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding; or

(5) any payment (including reimbursed expenses) pursuant to an agreement or arrangement described in subdivision (4); shall file with the Secretary a report, in a form prescribed by him, signed by its president and treasurer or corresponding principal officers, showing in detail the date and amount of each such payment, loan, promise, agreement, or arrangement and the name, address, and position, if any, in any firm or labor organization of the person to whom it was made and a full explanation of the circumstances of all such payments including the terms of any agreement or understanding pursuant to which they were made.

(b) Every person who pursuant to any agreement or arrangement with an employer undertakes activities where an object thereof is, directly or indirectly—

(1) to persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing; or

(2) to supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding; shall file within 30 days after entering into such agreement or arrangement a report with the Secretary, signed by its president and treasurer or corresponding principal officers, containing the name under which such person is engaged in doing business and the address of its principal office, and a detailed statement of the terms and conditions of such agreement or arrangement. Every such person shall file annually, with respect to each fiscal year during which payments are made as a result of such an agreement or arrangement, a report with the Secretary, signed by its president and treasurer or corresponding principal officers, containing a statement (A) of its receipts of any kind from employers on account of labor relations advice or services, designating the sources thereof, and (B) of its disbursements of any kind, in connection with such services and the purposes thereof. In each such case such information shall be set forth in such categories as the Secretary may prescribe.

(c) Nothing in this section shall be construed to require any employer or other person to file a report covering the services of such person by reason of his giving or agreeing to give advice to such employer or representing or agreeing to represent such employer before any court, administrative agency, or tribunal of arbitration or engaging or agreeing to engage in collective bargaining on behalf of such employer with respect to wages, hours, or other terms or conditions of employment or the negotiation of an agreement or any question arising thereunder.

(d) Nothing contained in this section shall be construed to require an employer to file a report under subsection (a) unless he has made an expenditure, payment, loan, agreement, or arrangement of the kind described therein. Nothing contained in this section shall be construed to require any other person to file a report under subsection (b) unless he was a party to an agreement or arrangement of the kind described therein.

(e) Nothing contained in this section shall be construed to require any regular officer, supervisor, or employee of an employer to file a report in connection with services rendered to such employer nor shall any employer be required to file a report covering expenditures made to any regular officer, supervisor, or employee of an employer as compensation for service as a regular officer, supervisor or employee of such employer.

(f) Nothing contained in this section shall be construed as an amendment to, or modification of, the rights protected by section 8(c) of the National Labor Relations Act, as amended.

(g) The term "interfere with, restrain, or coerce" as used in this section means interference, restraint, and coercion which, if done with respect to the exercise of rights guaranteed in section 7 of the National Labor Relations Act, as amended, would, under section 8(a) of such Act, constitute an unfair labor practice.

(h) The term "interfere with, restrain, or coerce" as used in this section means interference, restraint, and coercion which, if done with respect to the exercise of rights guaranteed in section 7 of the National Labor Relations Act, as amended, would, under section 8(a) of such Act, constitute an unfair labor practice.

(i) The term "interfere with, restrain, or coerce" as used in this section means interference, restraint, and coercion which, if done with respect to the exercise of rights guaranteed in section 7 of the National Labor Relations Act, as amended, would, under section 8(a) of such Act, constitute an unfair labor practice.

Attorney-Client Communications Exempted

Sec. 204. Nothing contained in this Act shall be construed to require an attorney who is a member in good standing of the bar of any State, to include in any report required to be filed pursuant to the provisions of this Act any information which was lawfully communicated to such attorney by any of his clients in the course of a legitimate attorney-client relationship.

Reports Made Public Information

Sec. 205. (a) The contents of the reports and documents filed with the Secretary pursuant to section 201, 202, and 203 shall be public information, and the Secretary may publish any information and data which he obtains pursuant to the provisions of this title. The Secretary may use the information and data for statistical and research purposes, and compile and publish such studies, analyses, reports, and surveys based thereon as he may deem appropriate.

(b) The Secretary shall by regulation make reasonable provision for the inspection and examination, on the request of any person, of the information and data contained in any report or other document filed with him pursuant to section 201, 202, or 203.

(c) The Secretary shall by regulation provide for the furnishing by the Department of Labor of copies of reports or other documents filed with the Secretary pursuant to this title, upon payment of a charge based upon the cost of the service. The Secretary shall make available without payment of a charge, or require any person to furnish, to such State agency as is designated by law or by the Governor of the State in which such person has his principal place of business or headquarters, upon request of the Governor of such State, copies of any reports and documents filed by such person with the Secretary pursuant to section 201, 202, or 203, or of information and data contained therein.

No person shall be required by reason of any law of any State to furnish to any officer or agency of such State any information included in a report filed by such person with the Secretary pursuant to the provisions of this title, if a copy of such report, or of the portion thereof containing such information, is furnished to such officer or agency. All moneys received in payment of such charges fixed by the Secretary pursuant to this subsection shall be deposited in the general fund of the Treasury.

(d) Nothing in this section shall be construed to require any person to file a report under this title shall maintain records on the mat-

ters required to be reported which will provide in sufficient detail the necessary basic information and data from which the documents filed with the Secretary may be verified, explained or clarified, and checked for accuracy and completeness, and shall include vouchers, worksheets, receipts, and applicable resolutions, and shall keep such records available for examination for a period of not less than five years after the filing of the documents based on the information which they contain.

(e) Each labor organization shall file the initial report required under section 201 (a) within ninety days after the date on which it first becomes subject to this Act.

(b) Each person required to file a report under section 201 (b), 202, 203 (a), or the second sentence of 203 (b) shall file such report within ninety days after the end of each of its fiscal years; except that where such person is subject to section 201 (b), 202, 203 (a), or the second sentence of 203 (b), as the case may be, for only a portion of such a fiscal year (because the date of enactment of this Act occurs during such person's fiscal year or such person becomes subject to this Act during its fiscal year) such person may consider that portion as the entire fiscal year in making such report.

Rules and Regulations

Sec. 208. The Secretary shall have authority to issue, amend, and rescind rules and regulations prescribing the form and publication of reports required to be filed under this title and such other reasonable rules and regulations (including rules prescribing reports concerning trusts in which a labor organization is interested) as he may find necessary to prevent the circumvention or evasion of such reporting requirements. In exercising his power under this section the Secretary shall prescribe by general rule simplified reports for labor organizations or employers for whom he finds that by virtue of their size a detailed report would be unduly burdensome, but the Secretary may revoke such provision for simplified forms of any labor organization or employer if he determines, after such investigation as he deems proper and due notice and opportunity for a hearing, that the purposes of this section would be served thereby.

Criminal Provisions

Sec. 209. (a) Any person who willfully violates this title shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(b) Any person who makes a false statement or representation of a material fact, knowing it to be false, or who knowingly fails to disclose a material fact, in any document, report, or other information required under the provisions of this title shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(c) Any person who willfully makes a false entry in or willfully conceals, withholds, or destroys any books, records, reports, or statements required to be kept by any provision of this title shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(d) Each individual required to sign reports under sections 201 and 203 shall be personally responsible for the filing of such reports and for any statement contained therein which he knows to be false.

Civil Enforcement

Sec. 210. Whenever it shall appear that any person has violated or is about to violate any of the provisions of this title, the Secretary may bring a civil action for such relief (including injunctions) as may be appropriate. Any such action may be brought in the district court of the United States where the violation occurred or, at the option of the parties, in the United States District Court for the District of Columbia.

Title III Trusteeships Reports

Sec. 301. (a) Every labor organization which has or assumes trusteeship over any subordinate labor organization shall file with the Secretary within thirty days after the date of the enactment of this Act or the imposition of any such trusteeship, and semiannually thereafter, a report, signed by its president and treasurer or corresponding principal officers, as well as by the trustees of such subordinate labor organization, containing the following information: (1) the name and address of the subordinate organization; (2) the date of establishing the trusteeship; (3) a detailed statement of the reason or reasons for establishing or continuing the trusteeship; and (4) the nature and extent of participation by the membership of the subordinate organization in the selection of delegates to represent such organization in regular or special conventions or other policy-determining bodies and in the election of officers of the labor organization which has assumed trusteeship over such subordinate organization. The initial report shall also include a full and complete account of the financial condition of such subordinate organization as of the time trusteeship was assumed over it. During the continuance of a trusteeship the labor organization which has assumed trusteeship over a subordinate labor organization shall file on behalf of the subordinate labor organization the annual financial report required by section 201 (b) signed by the president and treasurer or corresponding principal officers of the labor organization which has assumed such trusteeship and the trustees of the subordinate labor organization.

(b) The provisions of section 201 (c), 205, 206, 208, and 210 shall be applicable to reports filed under this title.

(c) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(d) Any person who makes a false statement or representation of a material fact, knowing it to be false, or who knowingly fails to disclose a material fact, in any report required under the provisions of this section or willfully makes any false entry in or willfully withholds, conceals, or destroys any documents, books, records, reports, or statements upon which such report is based, shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(e) Each individual required to sign a report under this section shall be personally responsible for the filing of such report and for any statement contained therein which he knows to be false.

Purposes for Which a Trusteeship May Be Established

Sec. 302. Trusteeships shall be established and administered by a labor organization over a subordinate body only in accordance with the constitution and bylaws of the organization which has assumed trusteeship over the subordinate body and for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures, or otherwise carrying out the legitimate objects of such labor organization.

Unlawful Acts Relating to Labor Organization Under Trusteeship

Sec. 303. (a) During any period when a subordinate body of a labor organization is in trusteeship, it shall be unlawful (1) to count the vote of delegates from such body in any convention or election of officers of the labor organization unless the delegates have been chosen by secret ballot in an election in which all the members in good standing of such subordinate body were eligible to participate, or (2) to transfer to such organization any current receipts or other funds of the subordinate body except the normal per-capita tax and assessments payable by subordinate bodies not in trusteeship; *Provided*, That nothing herein contained shall prevent the distribution of the assets of a labor organization in accordance with its constitution and bylaws upon the bona fide dissolution thereof.

(b) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

Enforcement

Sec. 304. (a) Upon the written complaint of any member or subordinate body of a labor organization alleging that such organization has violated the provisions of this title (except section 301) the Secretary shall investigate the complaint and if the Secretary finds probable cause to believe that such violation has occurred and has not been remedied he shall, without disclosing the identity of the complainant, bring a civil action in any district court of the United States having jurisdiction of the labor organization for such relief (including injunctions) as may be appropriate. Any member or subordinate body of a labor organization affected by any violation of this title (except section 301) may bring a civil action in any district court of the United States having jurisdiction of the labor organization for such relief (including injunctions) as may be appropriate.

(b) For the purpose of actions under this section, district courts of the United States shall be deemed to have jurisdiction of a labor organization (1) in the district in which the principal office of such labor organization is located, or (2) in any district in which its duly authorized officers or agents are engaged in conducting the affairs of the trusteeship.

(c) In any proceeding pursuant to this section a trusteeship established by a labor organization in conformity with the procedural requirements of its constitution and bylaws and authorized or ratified after a fair hearing either before the executive board or before such other body as may be provided in accordance with its constitution or bylaws shall be presumed valid for a period of eighteen months from the date of its establishment and shall not be subject to attack during such period except upon clear and convincing proof that the trusteeship was not established or maintained in good faith for a purpose allowable under section 302. After the expiration of eighteen months the trusteeship shall be presumed invalid in any such proceeding and its discontinuance shall be decreed unless the labor organization shall show by clear and convincing proof that the continuation of the trusteeship is necessary for a purpose allowable under section 302. In the latter event the court may dismiss the complaint or retain jurisdiction of the cause on such conditions and for such period as it deems appropriate.

Report to Congress

Sec. 305. The Secretary shall submit to the Congress at the expiration of three years from the date of enactment of this Act a report upon the operation of this title.

Complaint by Secretary

Sec. 306. The rights and remedies provided by this title shall be in addition to any and all other rights and remedies at law or in equity: *Provided*, That upon the filing of a complaint by the Secretary the jurisdiction of the district court over such trusteeship shall be exclusive and the final judgment shall be *res judicata*.

Title IV Elections

Terms of Office; Election Procedures

Sec. 401. (a) Every national or international labor organization, except a federation of national or international labor organizations, shall elect its officers not less often than once every five years either by secret ballot among the members in good standing or at a convention of delegates chosen by secret ballot.

(b) Every local labor organization shall elect its officers not less often than once every three years by secret ballot among the members in good standing.

(c) Every national or international labor organization, except a federation of national or international labor organizations, and ev-

ery local labor organization, and its officers, shall be under a duty, enforceable at the suit of any bona fide candidate for office in such labor organization in the district court of the United States in which such labor organization maintains its principal office, to comply with all reasonable requests of any candidate to distribute by mail or otherwise at the candidate's expense campaign literature in aid of such person's candidacy to all members in good standing of such labor organization and to refrain from discrimination in favor of or against any candidate with respect to the use of lists of members, and whenever such labor organizations or its officers authorize the distribution by mail or otherwise to members of campaign literature on behalf of any candidate or of the labor organization itself with reference to such election, similar distribution at the request of any other bona fide candidate shall be made by such labor organization and its members, with equal treatment as to the expense of such distribution. Every bona fide candidate shall have the right, once within 90 days prior to an election of a labor organization in which he is a candidate, to inspect a list containing the names and last known addresses of all members of the labor organization who are subject to a collective bargaining agreement requiring membership therein as a condition of employment, which list shall be maintained and kept at the principal office of such labor organization by a designated official thereof. Adequate safeguards to insure a fair election shall be provided, including the right of any candidate to have an observer at the polls and at the counting of the ballots.

(d) Officers of intermediate bodies, such as general committees, system boards, joint boards, or joint councils, shall be elected not less often than once every four years by secret ballot among the members in good standing or by labor organization officers representative of such members who have been elected by secret ballot.

(e) In any election required by this section which is to be held by secret ballot a reasonable opportunity shall be given for the nomination of candidates and every member in good standing shall be eligible to be a candidate and to hold office (subject to section 504 and to reasonable qualifications uniformly imposed) and shall have the right to vote for or otherwise support the candidate or candidates of his choice, without being subject to penalty, discipline, or improper interference or reprisal of any kind by such organization or any member thereof. Not less than fifteen days prior to the election notice thereof shall be mailed to each member at his last known home address. Each member in good standing shall be entitled to one vote. No member whose dues have been withheld by his employer for payment to such organization pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to vote or be a candidate for office in such organization by reason of alleged delay or default in the payment of dues. The votes cast by members of each local labor organization shall be counted, and the results published, separately. The election officials designated in the constitution and bylaws or the secretary, if no other official is designated, shall preserve for one year the ballots and all other records pertaining to the election. The election shall be conducted in accordance with the constitution and bylaws of such organization insofar as they are not inconsistent with the provisions of this title.

(f) When officers are chosen by a convention of delegates elected by secret ballot, the convention shall be conducted in accordance with the constitution and bylaws of the labor organization insofar as they are not inconsistent with the provisions of this title. The officials designated in the constitution and bylaws or the secretary, if no other is designated, shall preserve for one year the credentials of the delegates and all minutes and other records of the convention pertaining to the election of officers.

(g) No moneys received by any labor organization by way of dues, assessment, or similar levy, and no moneys of an employer shall be contributed or applied to promote the candidacy of any person in an election subject to the provisions of this title. Such moneys of a labor organization may be utilized for notices, factual statements of issues not involving candidates, and other expenses necessary for the holding of an election.

(h) If the Secretary, upon application of any member of a local labor organization, finds after hearing in accordance with the Administrative Procedure Act that the constitution and bylaws of such labor organization do not provide an adequate procedure for the removal of an elected officer guilty of serious misconduct, such officer may be removed, for cause shown and after notice and hearing, by the members in good standing voting in a secret ballot conducted by the officers of such labor organization in accordance with its constitution and bylaws insofar as they are not inconsistent with the provisions of this title.

(i) The Secretary shall promulgate rules and regulations prescribing minimum standards and procedures for determining the adequacy of the removal procedure to which reference is made in subsection (h).

Enforcement

Sec. 402. (a) A member of a labor organization—

(1) who has exhausted the remedies available under the constitution and bylaws of such organization and of any parent body, or

(2) who has invoked such available remedies without obtaining a final decision within three calendar months after their invocation, may file a complaint with the Secretary within one calendar month thereafter alleging the violation of any provision of section 401 (including violation of the constitution and bylaws of the labor organization pertaining to the election and removal of officers). The challenged election shall be presumed valid pending a final decision thereon (as hereinafter provided) and in the interim the affairs of the organization shall be conducted by the officers elected or in such other manner as its constitution and bylaws may provide.

(b) The Secretary shall investigate such complaint and, if he finds probable cause to believe that a violation of this title has occurred and has not been remedied, he shall, within sixty days after the filing of such complaint, bring a civil action against the labor organization as an entity in the district court of the United States in which such labor organization maintains its principal office to set aside the invalid election, if any, and to direct the conduct of an election or hearing and vote upon the removal of officers under the supervision of the Secretary and in accordance with the provisions of this title and such rules and regulations as the Secretary may prescribe. The court shall have power to take such action as it deems proper to preserve the assets of the labor organization.

(c) If, upon a preponderance of the evidence after a trial upon the merits, the court finds—

(1) that an election has not been held within the time prescribed by section 401, or

(2) that the violation of section 401 may have affected the outcome of an election,

the court shall declare the election, if any, to be void and direct the conduct of a new election under supervision of the Secretary and, so far as lawful and practicable, in conformity with the constitution and bylaws of the labor organization. The Secretary shall promptly certify to the court the names of the persons elected, and the court shall thereupon enter a decree declaring such persons to be the officers of the labor organization. If the proceeding is for the removal of officers pursuant to subsection (h) of section 401, the Secretary shall certify the results of the vote and the court shall enter a decree declaring whether such persons have been removed as officers of the labor organization.

(d) An order directing an election, dismissing a complaint, or designating elected officers of a labor organization shall be appeal-

able in the same manner as the final judgment in a civil action, but an order directing an election shall not be stayed pending appeal.

Application of Other Laws

Sec. 403. No labor organization shall be required by law to conduct elections of officers with greater frequency or in a different form or manner than is required by its own constitution or bylaws, except as otherwise provided by this title. Existing rights and remedies to enforce the constitution and bylaws of a labor organization with respect to elections prior to the conduct thereof shall not be affected by the provisions of this title. The remedy provided by this title for challenging an election already conducted shall be exclusive.

Effective Date

Sec. 404. The provisions of this title shall become applicable—

(1) ninety days after the date of enactment of this Act in the case of a labor organization whose constitution and bylaws can lawfully be modified or amended by action of its constitutional officers or governing body, or

(2) where such modification can only be made by a constitutional convention of the labor organization, not later than the next constitutional convention of such labor organization after the date of enactment of this Act, or one year after such date, whichever is sooner. If no such convention is held within such one-year period, the executive board or similar governing body empowered to act for such labor organization between conventions is empowered to make such interim constitutional changes as are necessary to carry out the provisions of this title.

Title V Safeguards For Labor Organizations

Fiduciary Responsibility of Officers of Labor Organizations

Sec. 501. (a) The officers, agents, shop stewards, and other representatives of a labor organization occupy positions of trust in relation to such organization and its members as a group. It is, therefore, the duty of each such person, taking into account the special problems and functions of a labor organization, to hold its money and property solely for the benefit of the organization and its members and to manage, invest, and expend the same in accordance with its constitution and bylaws and any resolutions of the governing bodies adopted thereunder; to refrain from dealing with such organization as an adverse party or in behalf of an adverse party in any matter connected with its duties and from holding or acquiring any pecuniary or personal interest which conflicts with the interests of such organization, and to account to the organization for any profit received by him in whatever capacity in connection with transactions conducted by him or under his direction on behalf of the organization. A general exculpatory provision in the constitution and bylaws of such a labor organization or a general exculpatory resolution of a governing body purporting to relieve any such person of liability for breach of the duties declared by this section shall be void as against public policy.

(b) When any officer, agent, shop steward, or representative of any labor organization is alleged to have violated the duties declared in subsection (a) and the labor organization or its governing board or officers refuse or fail to sue or recover damages or secure an accounting or other appropriate relief for the benefit of the labor organization, No such proceeding shall be brought except upon leave of the court obtained upon verified

application and for good cause shown, which application may be made *ex parte*. The trial judge may allot a reasonable part of the recovery in any action under this subsection to pay the fees of counsel prosecuting the suit at the instance of the member of the labor organization and to compensate such member for any expenses necessarily paid or incurred by him in connection with the litigation.

(c) Any person who embezzles, steals, or unlawfully and willfully abstracts or converts to his own use, or the use of another, any of the moneys, funds, securities, property, or other assets of a labor organization of which he is an officer, or by which he is employed, directly or indirectly, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Bonding

Sec. 502. (a) Every officer, agent, shop steward, or other representative or employee of any labor organization (other than a labor organization whose property and annual financial receipts do not exceed \$5,000 in value), or of a trust in which a labor organization is interested, who handles funds or other property thereof shall be bonded for the faithful discharge of his duties. The bond of each such person shall be fixed at the beginning of the organization's fiscal year and shall be in an amount not less than 10 per centum of the funds handled by him and his predecessor or predecessors, if any, during the preceding fiscal year, but in no case more than \$500,000. If the labor organization or the trust in which a labor organization is interested does not have a preceding fiscal year, the amount of the bond shall be, in the case of a local labor organization, not less than \$1,000, and in the case of any other labor organization or of a trust in which a labor organization is interested, not less than \$10,000. Such bonds shall be individual or schedule in form, and shall have a corporate surety company as surety thereon. Any person who is not covered by such bonds shall not be permitted to receive, handle, disburse, or otherwise exercise custody or control of the funds or other property of a labor organization or of a trust in which a labor organization is interested. No such bond shall be placed through an agent or broker or with a surety company in which any labor organization or any officer, agent, shop steward, or other representative of a labor organization has any direct or indirect interest. Such surety company shall be a corporate surety which holds a grant of authority from the Secretary of the Treasury under the Act of July 30, 1947 (6 U.S.C. 6-13), as an acceptable surety on Federal bonds.

(b) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

Making of Loans; Payment of Fines

Sec. 503. (a) No labor organization shall make directly or indirectly any loan or loans to any officer or employee of such organization which results in a total indebtedness on the part of such officer or employee to the labor organization in excess of \$2,000.

(b) No labor organization or employer shall directly or indirectly pay the fine of any officer or employee convicted of any willful violation of this Act.

(c) Any person who willfully violates this section shall be fined not more than \$5,000 or imprisoned for not more than one year, or both.

Prohibition Against Certain Persons Holding Office

Sec. 504. (a) No person who is or has been a member of the Communist Party or who has been convicted of, or served any part of a prison term resulting from his conviction of, robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotic laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, or a violation of title II or III of this Act, or conspiracy to commit any such crimes, shall serve—

(1) as an officer, director, trustee, member of any executive board or similar governing body, business agent, manager, organizer, or other

employee (other than as an employee performing exclusively clerical or custodial duties) of any labor organization, or

(2) as a labor relations consultant to a person engaged in an industry or activity, affecting commerce, or as an officer, director, agent, or employee (other than as an employee performing exclusively clerical or custodial duties) of any group or association of employers dealing with any labor organization, during or for five years after the termination of his membership in the Communist Party, or for five years after such conviction or after the end of such imprisonment, unless prior to the end of such five-year period, in the case of a person so convicted or imprisoned: (A) his citizenship rights, having been revoked as a result of such conviction, have been fully restored; or (B) the Board of Parole of the United States Department of Justice determines that such person's service in any capacity referred to in clause (1) or (2) would not be contrary to the purposes of this Act. Prior to making any such determination the Board shall hold an administrative hearing and shall give notice of such proceeding by certified mail to the State, county, and Federal prosecuting officials in the jurisdiction or jurisdictions in which such person was convicted. The Board's determination in any such proceeding shall be final. No labor organization or officer thereof shall knowingly permit any person to assume or hold any office or paid position in violation of this subsection.

(b) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned for not more than one year, or both.

(c) For the purposes of this section, any person shall be deemed to have been "convicted" and under the disability of "conviction" from the date of the judgment of the trial court or the date of the final sustaining of such judgment on appeal, whichever is the later event, regardless of whether such conviction occurred before or after the date of enactment of this Act.

Amendment to Section 302, Labor Management Relations Act, 1947

Sec. 305. Subsections (a), (b), and (c) of section 302 of the Labor Management Relations Act, 1947, as amended, are amended to read as follows:

"Sec. 302. (a) It shall be unlawful for any employer or association of employers or any person who acts as a labor relations expert, adviser, or consultant to an employer or who acts in the interest of an employer to pay, lend, or deliver, or agree to pay, lend, or deliver, any money or other thing of value—

"(1) to any representative of any of his employees who are employed in an industry affecting commerce; or

"(2) to any labor organization, or any officer or employee thereof, which represents, seeks to represent, or would admit to membership, any of the employees of such employer who are employed in an industry affecting commerce; or

"(3) to any employee or group or committee of employees of such employer employed in an industry affecting commerce in excess of their normal compensation for the purpose of causing such employee or group or committee directly or indirectly to influence any other employees in the exercise of the right to organize and bargain collectively through representatives of their own choosing; or

"(4) to any officer or employee of a labor organization engaged in an industry affecting commerce with intent to influence him in respect to any of his actions, decisions, or duties as a representative of employees or as such officer or employee of such labor organization.

"(b) (1) It shall be unlawful for any person to request, demand, receive, or accept, or agree to receive or accept, any payment, loan, or delivery of any money or other thing of value prohibited by subsection (a).

"(2) It shall be unlawful for any labor organization, or for any person acting as an officer, agent, representative, or employee of such

labor organization, to demand or accept from the operator of any motor vehicle (as defined in part II of the Interstate Commerce Act) employed in the transportation of property in commerce, or the employer of any such operator, any money or other thing of value payable to such organization or to an officer, agent, representative or employee thereof as a fee or charge for the unloading, or in connection with the unloading, of the cargo of such vehicle: *Provided*, That nothing in this paragraph shall be construed to make unlawful any payment by an employer to any of his employees as compensation for their services as employees.

"(c) The provisions of this section shall not be applicable (1) in respect to any money or other thing of value payable by an employer to any of his employees whose established duties include acting openly for such employer in matters of labor relations or personnel administration or to any representative of his employees, or to any officer or employee of a labor organization, who is also an employee or former employee of such employer, as compensation for, or by reason of, his service as an employee of such employer; (2) with respect to the payment or delivery of any money or other thing of value in satisfaction of a judgment of any court or a decision or award of an arbitrator or impartial chairman or in compromise, adjustment, settlement, or release of any claim, complaint, grievance, or dispute in the absence of fraud or duress; (3) with respect to the sale or purchase of an article or commodity at the prevailing market price in the regular course of business; (4) with respect to money deducted from the wages of employees in payment of membership dues in a labor organization: *Provided*, That the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner; (5) with respect to money or other thing of value paid to a trust fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions or retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments are intended to be used for the pur-

pose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities; or (6) with respect to money or other thing of value paid by any employer to a trust fund established by such representative for the purpose of pooled vacation, holiday, severance or similar benefits, or defraying costs of apprenticeship or other training programs: *Provided*, That the requirements of clause (B) of the proviso to clause (5) of this subsection shall apply to such trust funds."

Title VI Miscellaneous Provisions

Investigations

Sec. 601. (a) The Secretary shall have power when he believes it necessary in order to determine whether any person has violated or is about to violate any provision of this Act (except Title I or amendments made by this Act to other statutes) to make an investigation and in connection therewith he may enter such places and inspect such records and accounts and question such persons as he may deem necessary to enable him to determine the facts relative thereto. The Secretary may report to interested persons or officials concerning the facts to be shown in any report required by this Act and concerning the reasons for failure or refusal to file such a report or any other matter which he deems to be appropriate as a result of such an investigation.

(b) For the purpose of any investigation provided for in this Act, the provisions of sections 9 and 10 (relating to the attendance of witnesses and the production of books, papers, and documents) of the Federal Trade Commission Act of September 16, 1914, as amended (15 U.S.C. 49, 50), are hereby made applicable to the jurisdiction, powers, and duties of the Secretary or any officers designated by him.

Extortionate Picketing

Sec. 602. (a) It shall be unlawful to carry on picketing on or about the premises of any employer for the purpose of, or as part of any conspiracy or in furtherance of any plan or purpose for, the personal profit or enrichment of any individual (except a bona fide increase in wages or other employee benefits) by taking or obtaining any money or other thing of value from such employer against his will or with his consent.

(b) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned not more than twenty years, or both.

Retention of Rights Under Other Federal and State Laws

Sec. 603. (a) Except as explicitly provided to the contrary, nothing in this Act shall reduce or limit the responsibilities of any labor organization or any officer, agent, shop steward, or other representative of a labor organization, or of any trust in which a labor organization is interested, under any Federal law or under the laws of any State, and, except as explicitly provided to the contrary, nothing in this Act shall take away any right or bar any remedy to which members of a labor organization are entitled under such other Federal law or law of any State.

(b) Nothing contained in titles I, II, III, IV, V, or VI of this Act shall be construed to supersede or impair or otherwise affect the provisions of the Railway Labor Act, as amended, or any of the obligations, rights, benefits, privileges, or immunities of any carrier, employee, organization, representative, or person subject thereto; nor shall anything contained in said titles (except section 505) of this Act be construed to confer any rights, privileges, immunities, or defenses upon employers, or to impair or otherwise affect the rights of any person under the National Labor Relations Act, as amended.

Effect on State Laws

Sec. 604. Nothing in this Act

shall be construed to impair or diminish the authority of any State to enact and enforce general criminal laws with respect to robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, or assault which inflicts grievous bodily injury, or conspiracy to commit any of such crimes.

Service of Process

Sec. 605. For the purposes of this Act, service of summons, subpoena, or other legal process of a court of the United States upon an officer or agent of a labor organization in his capacity as such shall constitute service upon the labor organization.

Administrative Procedure Act

Sec. 606. The provisions of the Administrative Procedure Act shall be applicable to the issuance, amendment, or rescission of any rules or regulations, or any adjudication, authorized or required pursuant to the provisions of this Act.

Other Agencies and Departments

Sec. 607. In order to avoid unnecessary expense and duplication of functions among Government agencies, the Secretary may make such arrangements or agreements for cooperation or mutual assistance in the performance of his functions under this Act and the functions of any such agency as he may find to be practicable and consistent with law. The Secretary may utilize the facilities or services of any department, agency, or establishment of the United States or of any State or political subdivision of a State, including the services of any of its employees, with the lawful consent of such department, agency, or establishment; and each department, agency, or establishment of the United States is authorized and directed to cooperate with the Secretary and, to the extent permitted by law, to provide such information and facilities as he may request for his assistance in the performance of his functions under this Act. The Attorney General or his representative shall receive from the Secretary for appropriate action such evidence developed in the performance of his functions under this Act as may be found to warrant consideration for criminal prosecution under the provisions of this Act or other Federal law.

Criminal Contempt

Sec. 608. No person shall be punished for any criminal contempt alleged to have been committed outside the immediate presence of the court in connection with any civil action prosecuted by the Secretary or any other person in any court of the United States under the provisions of this Act unless the facts constituting such criminal contempt are established by the verdict of the jury in a proceeding in the district court of the United States, which jury shall be chosen and empaneled in the manner prescribed by the law governing trial juries in criminal prosecutions in the district courts of the United States.

Prohibition on Certain Discipline by Labor Organization

Sec. 609. It shall be unlawful for any labor organization, or any officer, agent, shop steward, or other representative of a labor organization, or any employee thereof to fine, suspend, expel, or otherwise discipline any of its members for exercising any right to which he is entitled under the provisions of this Act. The provisions of section 102 shall be applicable in the enforcement of this section.

Deprivation of Rights Under Act by Violence

Sec. 610. It shall be unlawful for any person through the use of force or violence, or threat of the use of force or violence, to restrain, coerce, or intimidate, or attempt to restrain, coerce, or intimidate any member of a labor organization for the purpose of interfering with or preventing the exercise of any right to which he is entitled under the provisions of this Act. Any person who willfully violates this section shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

Separability Provisions

Sec. 611. If any provision of this Act, or the application of such

provision to any person or circumstance, shall be held invalid, the remainder of this Act or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Title VII Amendments To The Labor Management Relations Act, 1947, As Amended

Federal-State Jurisdiction

Sec. 701. (a) Section 14 of the National Labor Relations Act, as amended, is amended by adding at the end thereof the following new subsection:

"(c) (1) The Board, in its discretion, may, by rule of decision or by published rules adopted pursuant to the Administrative Procedure Act, decline to assert jurisdiction over any labor dispute involving any class or category of employers, where, in the opinion of the Board, the effect of such labor dispute on commerce is not sufficiently substantial to warrant the exercise of its jurisdiction: *Provided*, That the Board shall not decline to assert jurisdiction over any labor dispute over which it would assert jurisdiction under the standards prevailing upon August 1, 1959.

"(2) Nothing in this Act shall be deemed to prevent or bar any agency or the courts of any State or Territory (including the Commonwealth of Puerto Rico, Guam, and the Virgin Islands), from assuming and asserting jurisdiction over labor disputes over which the Board declines, pursuant to paragraph (1) of this subsection, to assert jurisdiction."

(b) Section 5(b) of such Act is amended to read as follows:

"(b) The Board is authorized to delegate to any group of three or more members any or all of the powers which it may itself exercise. The Board is also authorized to delegate to its regional directors its powers under section 9 to determine the unit appropriate for the purpose of collective bargaining, to investigate and provide for hearings, and determine whether a question of representation exists, and to direct an election or take a secret ballot under subsection (c) or (e) of section 9 and certify the results thereof, except that upon the filing of a request therefor with the Board by any interested person, the Board may review any action of a regional director delegated to him under this paragraph, but such a review shall not, unless specifically ordered by the Board, operate as a stay of any action taken by the regional director. A vacancy in the Board shall not impair the right of the remaining members to exercise all of the powers of the Board, and three members of the Board shall, at all times, constitute a quorum of the Board, except that two members shall constitute a quorum of any group designated pursuant to the first sentence hereof. The Board shall have an official seal which shall be judicially noticed."

Economic Strikers

Sec. 702. Section 9(c) (3) of the National Labor Relations Act, as amended, is amended by amending the second sentence thereof to read as follows: "Employees engaged in an economic strike who are not entitled to reinstatement shall be eligible to vote under such regulations as the Board shall find are consistent with the purposes and provisions of this Act in any election conducted within twelve months after the commencement of the strike."

Vacancy in Office of General Counsel

Sec. 703. Section 5(d) of the National Labor Relations Act, as amended, is amended by adding after the period at the end thereof the following: "In case of a vacancy in the office of the General Counsel the President is author-

ized to designate the officer or employee who shall act as General Counsel during such vacancy, but no person or persons so designated shall so act (1) for more than forty days when the Congress is in session unless a nomination to fill such vacancy shall have been submitted to the Senate, or (2) after the adjournment *sine die* of the session of the Senate in which such nomination was submitted."

Boycotts and Recognition Picketing

Sec. 704. (a) Section 8(b) (1) of the National Labor Relations Act, as amended, is amended to read as follows:

"(4) (i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—

"(A) forcing or requiring any employer or self-employed person to join any labor or employer organization or to enter into any agreement which is prohibited by section 8(a) (1);

"(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9: *Provided*, That nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;

"(C) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 9;

"(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work: *Provided*, That nothing contained in this subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this Act: *Provided further*, That for the purposes of this paragraph (4) only, nothing contained in such paragraph shall be construed to prohibit publicity, other than picketing, for the purpose of truthfully advising the public (including consumers) that an employer who produces or distributes any product or service is engaged in a labor dispute and is distributed by another employer, as long as such publicity does not have an effect of inducing any individual employed by any person other than the primary employer in the course of his employment to refuse to pick up, deliver, or transport any goods, or not to perform any services, at the establishment of the employer engaged in such distribution."

(b) Section 8 of the National Labor Relations Act, as amended, is amended by adding at the end thereof the following new subsection:

"(c) It shall be an unfair labor practice for any labor organization and any employer to enter into any

contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling, transporting or otherwise dealing in any of the products of any other employer, or to cease doing business with any other person, and any contract or agreement entered into heretofore or hereafter

containing such an agreement shall be to such extent unenforceable and void: *Provided*, That nothing in this subsection (c) shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other works: *Provided further*, That for the purposes of this subsection (c) and section 8(b) (4) (B) the terms 'any employer', 'any person engaged in commerce or in an industry affecting commerce', and 'any person' when used in relation to the terms 'any other producer, processor, or manufacturer', 'any other employer', or 'any other person' shall not include persons in the relation of a jobber, manufacturer, contractor, or subcontractor working on the goods or premises of the jobber or manufacturer or performing parts of an integrated process of production in the apparel and clothing industry: *Provided further*, That nothing in this Act shall prohibit the enforcement of any agreement which is within the foregoing exception."

(c) Section 8(b) of the National Labor Relations Act, as amended, is amended by striking out the word "and" at the end of paragraph (5), striking out the period at the end of paragraph (6), and inserting in lieu thereof a semicolon and the word "and," and adding a new paragraph as follows:

"(7) to picket or cause to be picketed, or threaten to picket or cause to be picketed, any employer where an object thereof is forcing or requiring an employer to recognize or bargain with a labor organization as the representative of his employees, or forcing or requiring the employee of an employer to accept or select such labor organization as their collective bargaining representative, unless such labor organization is currently certified as the representative of such employees:

"(A) where the employer has lawfully recognized in accordance with this Act any other labor organization and a question concerning representation may not appropriately be raised under section 9(c) of this Act.

"(B) where within the preceding twelve months a valid election under section 9(c) of this Act has been conducted, or

"(C) where such picketing has been conducted without a petition under 9(c) being filed within a reasonable period of time not to exceed thirty days from the commencement of such picketing: *Provided*, That when such a petition has been filed the Board shall forthwith, without regard to the provisions of section 9(c) (1) or the absence of a showing of a substantial interest on the part of the labor organization, direct an election in such unit as the Board finds to be appropriate and shall certify the results thereof: *Provided further*, That nothing in this subsection (C) shall be construed to prohibit any picketing or other publicity for the purpose of truthfully advising the public (including consumers) that an employer does not employ members of, or have a contract with, a labor organization, unless an effect of such picketing is to induce any individual employed by any other person in the course of his employment, not to pick up, deliver or transport any goods or not to perform any services.

"Nothing in this paragraph (7) shall be construed to permit any act which would otherwise be an unfair labor practice under this section 8(b)."

(d) Section 10 (1) of the National Labor Relations Act, as amended, is amended by adding after the words "section 8(b)," the words "or section 8(c) or section 8(b) (7)," and by striking out the period at the end of the third sentence and inserting in lieu thereof a co-

lon and the following: "*Provided further*, That such officer or regional attorney shall not apply for any restraining order under section 8(b) (7) if a charge against the employer under section 8(a) (2) has been filed and after the preliminary investigation, he has reasonable cause to believe that such charge is true and that a complaint should issue."

(e) Section 303 (a) of the Labor Management Relations Act, 1947, is amended to read as follows:

"(a) It shall be unlawful, for the purpose of this section only, in an industry or activity affecting commerce, for any labor organization to engage in any activity or conduct defined as an unfair labor practice in section 8(b) (4) of the National Labor Relations Act, as amended."

Building and Construction Industry

Sec. 705. (a) Section 8 of the National Labor Relations Act, as amended by section 704 (b) of this Act, is amended by adding at the end thereof the following new subsection:

"(f) It shall not be an unfair labor practice under subsections (a) and (b) of this section for an employer engaged primarily in the building and construction industry to make an agreement covering employees engaged (or who, upon their employment, will be engaged) in the building and construction industry with a labor organization of which building and construction employees are members (not established, maintained, or assisted by any action defined in section 8(a) of this Act as an unfair labor practice) because (1) the majority status of such labor organization has not been established under the provisions of section 9 of this Act prior to the making of such agreement, or (2) such agreement requires as a condition of employment, membership in such labor organization after the seventh day following the beginning of such employment or the effective date of the agreement, whichever is later, or (3) such agreement requires the employer to notify such labor organization of opportunities for employment with such employer, or gives such labor organization an opportunity to refer qualified applicants for such employment, or (4) such agreement specifies minimum training or experience qualifications for employment or provides for priority in opportunities for employment based upon length of service with such employer, in the industry or in the particular geographical area: *Provided*, That nothing in this subsection shall set aside the final proviso to section 8(a) (5) of this Act: *Provided further*, That any agreement which would be invalid, but for clause (1) of this subsection, shall not be a bar to a petition filed pursuant to section 9(c) or 9(e)."

(b) Nothing contained in the amendment made by subsection (a) shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

Priority in Case Handling
Sec. 706. Section 10 of the National Labor Relations Act, as amended, is amended by adding at the end thereof a new subsection as follows:

"(m) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of subsection (a) (3) or (b) (2) of section 8, such charge shall be given priority over all other cases except cases of like character in the office where it is filed or to which it is referred and cases given priority under subsection (1)."

Effective Date of Amendments

Sec. 707. The amendments made by this title shall take effect sixty days after the date of the enactment of this Act and no provision of this title shall be deemed to make an unfair labor practice, any act which is performed prior to such effective date which did not constitute an unfair labor practice prior thereto.

Approved September 14, 1950.