

CS Agrees To Reinstate Men, Drop CTMA, Bargain With SIU



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

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NLRB Deserves Bow For Fine Job

We of the SIU believe we have been among the most vociferous critics of bureaucratic agencies in our government. We have blasted numerous agencies over the past years whenever maladministration, inefficiency or injustice has marked the conduct of their affairs.

On the other hand, we have been quick to acknowledge the efforts of any branch of the government that has performed ably. True, these plaudits have been few and far between, because the occasions when they were justified have been rare.

This week the personnel of the Second Regional Office of the National Labor Relations Board has provided us with one of those rare occasions. Naturally, Seafarers are overjoyed at the victory scored at the NLRB hearing in the case of the Cities Service Oil Company.

We're not losing sight of the fact, however, that this victory was made possible by the sweat and toil and intelligent application of the law by the Board's highly competent staff.

Under the direction of its Chief Law Officer, Miss Helen Humphries—who, incidentally is widely respected as one of the most able labor lawyers in the field—the NLRB staff literally labored day and night for months amassing the voluminous data springing from the charges leveled against the company.

As the government built its case, Field

Examiners Aaron Wiseman, Clem Culls and Arthur Younger pieced together the threads of evidence of the law's violation.

And before that, staff members like Field Examiner Sam Hacker practically worked around the clock, hopping from port to port under adverse conditions, including the company's refusal to offer the minimum cooperation coming to a representative of the government in carrying out the provisions of our nation's laws.

In the preparation and in the presentation of the government's case Joseph Jenkins and Chester Migden had wrapped up the details in an airtight package.

The results of the Board's handling of the Cities Service case, which, it must be remembered, was among the most unusual ones on record, speak for themselves. The company's capitulation on the fourth day of hearings, which were expected to run for weeks and weeks before all the testimony and evidence could be introduced, is a tribute to the effectiveness and thoroughness with which the Board people tackled the case.

It might be said that their efficiency thus saved the US taxpayers considerable money. In our opinion, the work of Miss Humphries and her staff on this difficult case was a masterpiece of expert legal workmanship.

We sincerely wish that our government was endowed with more people to efficiently carry out its functions like those of the NLRB's Second Regional Office.

Reeling and battered under the weight of the overwhelming evidence introduced at its unfair labor practices trial before a National Labor Relations Board trial, the Cities Service Oil Company's Marine Division threw in the towel last week and agreed to abide fully by terms of a settlement laid down by the Board.

One of the most damaging blows sustained by the company was the testimony of a former Coast Guard intelligence officer, who told how he had operated a labor spy service for Cities Service during the organizing campaign in its tanker fleet conducted by the Seafarers International Union, Atlantic and Gulf District.

The trial, which began on June 6, came to a sudden halt on June 9, when counsel for the company rose and said he had been authorized by company officials to negotiate for the settlement with the Board.

His action amounted to a confession of guilt of all charges made by attorneys for the NLRB, among them:

1. That the company warned its employees that they would be fired for joining the SIU.
2. That the company engaged in espionage on Union activities.
3. That the company dismissed 159 men during 1949 because of their Union affiliation.

The NLRB order to which the company agreed directs the reinstatement of the discharged men and payment to them of \$150,000 in wages, and the disbanding of the Citco Tanker Men's Association, the company sponsored and dominated union. Also specified in the order is a directive to bargain collectively with the SIU.

(Excerpts of the settlement stipulation begins on page 7 of this issue.)

The company's labor spy activities were exposed on the second day of the trial when the ex-Coast Guard officer, John Dugan, took the stand and confessed that he used his wartime experience to carry out espionage against SIU men on company instructions.

Dugan, an attorney, specializing in maritime affairs, testified that he had been retained by William Lage, a partner in the law firm of Hatch, Wolfe, Nash and Ten Eyck, counsel for the CS Marine Division.

Lage instructed him to report on the activities of SIU members aboard CS ships, ascertain the strength of the Union in the fleet, and to get "other pertinent information," Dugan admitted.

Dugan then approached "my former associates" in the Coast Guard who gave him the names of three men, two of whom he hired—Anthony Lawrence Hennessey and John Bosciano.

The company lawyers, Dugan told the NLRB examiner, "employed me to get information and supplied me with funds to pay the individuals."

He said that between June 1948 and September 1949 he paid Hennessey \$2,100 and Bosciano, one of CTMA's top organizers, the sum of \$4,100. The cancelled checks received by these men were offered in evidence at the hearing.

Instructing the two hired men "to report on all activities of the SIU," Dugan said he got

them passes to board all CS vessels. They sailed on company ships, and made periodic reports, which were transmitted to Lage.

Before Dugan took the stand, Joseph Jenkins, counsel for the NLRB, brought out that a com-

(Continued on Page 10)

ILA Body Elects Hasselgren New Secy-Treasurer

Harry B. Hasselgren, secretary-treasurer of the Atlantic Coast District of the International Longshoremen's Association, has been elected secretary-treasurer of the International, to fulfill the post left vacant by the recent death of John R. Owens, who was also secretary-treasurer of the AFL Maritime Trades Department.

Brother Hasselgren, who was elected unanimously by the ILA's International board last week,



HARRY HASSELGREN

will hold office until the union's next convention, which is scheduled for next year.

Officials of the SIU, who know Hasselgren through the many beefs that the SIU and ILA have shared together, greeted Hasselgren's election.

"We know Harry through working with him," said A&G Secretary-Treasurer Paul Hall, "and we know that he is a sincere and capable trade unionist. We'll all miss John Owens, but we're sure that Hasselgren will carry on where John left off."

Operators Sign SIU Welfare Plan

NEW YORK, June 16 — An agreement setting forth the terms under which the Seafarers Welfare Plan will operate was signed yesterday by a committee representing the bulk of steamship companies under contract to the Atlantic & Gulf District.

The signing cleared the way for the Plan to begin functioning as soon as the Bureau of Internal Revenue and the National Labor Relations Board give their okays to the Plan.

(Turn to page 3 for complete text of the Welfare Contract.)

The Bureau of Internal Revenue is to be consulted for its approval of the moneys paid in by the shipowners as proper deductions for tax purposes. The NLRB will rule on the Plan's compliance with the labor law. It is expected that both of

these agencies will give their approval shortly.

Signing of the agreement brought to a virtual end negotiations which the Union Welfare Committee has had under way since December of last year, when the SIU-contracted companies signified their agreement to pay 25 cents per day for every

New SUP Building Dedicated Today

SAN FRANCISCO—The new Headquarters building of the Sailors Union of the Pacific will be formally opened this Friday, June 16, amid gala ceremonies.

The new building is located at 450 Harrison Street, and will also house the San Francisco Branch of the Atlantic and Gulf District, and the International office of the SIU.

SIU member employed aboard their ships. The shipowners began payment on January 1.

Under the terms of the Welfare Plan, as agreed to by the shipowners' committee, Seafarers will receive \$500 in death benefits and \$7 per week in hospital benefits. The Plan provides for the trustees to set up additional benefits should the fund grow.

The Plan is to be under the supervision of a six-man board of trustees, three men from the Union and three from the companies. Representing the shipowners are John Boughman, Clarence Reed and Frederick C. Theobald. The SIU is represented by Paul Hall, Robert Matthews and Joe Volpian.

The companies which to date have not agreed to the Plan are expected to sign up as soon as meetings can be arranged.

SEAFARERS LOG

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It's Not Too Late

Cities Service Oil Company, the organization which thought itself bigger than anyone, including the government, threw in the sponge and quit after four days of devastating testimony in its trial before the National Labor Relations Board. Humble in defeat, the company agreed to sign a settlement stipulation which, in effect, was a full confession of all charges brought against it by the Union. The four-year battle was virtually over.

It didn't have to be this way, but the company took the hard way and lost. Two years ago when the SIU was certified as representative for the company's unlicensed employees, the campaign could have ended. But, because the company was stubborn and because its attorneys thought they could make themselves big names in the field of industrial labor relations, a program of terrorism, intimidation and labor espionage was planned and carried out. But the end result was not that which the company expected.

Throughout the company's wave of terror the Union and the men on the ships fought back. On the ships the men relentlessly pressed for Union representation, and ashore the Union methodically built up its case against the company.

The trial quickly showed the company that their plan had backfired. Proof of labor espionage and men being discharged for union activities sent the company's attorneys reeling. On the morning of the fifth day, the company's attorney called it quits. The SIU case, however, was just beginning to warm up—there were more startling revelations of the company's activities to come, but the company had no stomach for more.

Its plan had failed. By its surrender it agreed to rehire the men it had discharged and pay them for their time lost. It agreed to stop espionage against the SIU, and it agreed to sever its connections with CTMA. The men who had put into operation the machine for stamping out the desire of Cities Service seamen for union representation were left to contemplate the ruins.

There is no reason, however, why the events of the past cannot be forgotten and a new page in SIU-Cities Service relations be opened. The Union shortly is to meet with the company to bargain for a contract of a nature now in effect on the hundreds of other ships under contract to the SIU. Here is an opportunity to exercise true collective bargaining.

The SIU has proved itself to be a responsible Union. It has proved itself qualified to represent the men now on SIU-contracted ships throughout the world. The men aboard Cities Service tankers have proved that they want the SIU to be their spokesman. Let the coming bargaining talks take place in an atmosphere of good faith and understanding.

All it requires is the same kind of good, sound labor relations which have been practiced by the Cities Service Oil Company in its other divisions and subsidiaries with unions, AFL and CIO, representing their employees.

After all, there doesn't seem to be any intelligent reason why the Marine Division shouldn't follow the established pattern of the Cities Service family.



Men Now In The Marine Hospitals

These are the Union Brothers currently in the marine hospitals, as reported by the Port Agents. These Brothers find time hanging heavily on their hands. Do what you can to cheer them up by writing them.

NEW ORLEANS HOSPITAL

T. W. ULINSKI
C. R. HUNEYCUTT
E. NAVARRE
E. FOREMAN
J. LYONS
W. HANSTUSCH
L. WILLIS
D. D. KELLY
L. A. HOLMES
L. LANG
E. LANDRY
H. LAGAN
W. MOORE
W. H. NUNN
J. PISA
M. E. LINDSEY
T. A. CARROLL
E. WALDEN
R. L. LAMBERT
O. NORM
G. NEWMAN
E. C. ROBINSON
S. GALEK
V. ARJONA
H. GORDON
L. LEWIS
L. TICKLE
E. E. GROSS
R. J. HEBERT
E. PLAHN
W. I. MELLON
L. E. ELLIS
J. BROWN

BALTIMORE HOSPITAL

J. K. HENRIKSON
R. PERRY
E. THOMPSON
H. BENNETT
G. CAMPBELL

F. CARLINO
M. D. WATT
W. SANDERSON
F. PITTMAN
E. P. JANASKO
T. MACK
M. SMITH
W. P. GORMAN
W. EBANKS
P. C. WILLOUGHBY

BOSTON HOSPITAL

FRANK ALASAVICH

SAN FRANCISCO HOSPITAL

JAMES HODO
ALTON LEACH
IKE ISAKSEN
C. L. BARB
HARRY PITT
ED PRITCHARD
BOB BOUCHARD

SAVANNAH HOSPITAL

J. (Chubby) MORRIS
CANDY CREECH

MOBILE HOSPITAL

TIM BURKE
J. BENNETT
E. L. ZEDAKER
A. NELSON
J. MORTON
F. EDMONDS

STATEN ISLAND HOSPITAL

C. ESOLAN
H. E. GRANT
J. BLOMGREN

Staten Island Hospital

You can contact your Hospital delegate at the Staten Island Hospital at the following times:

Tuesday — 1:30 to 3:30 p.m.
(on 5th and 6th floors.)

Thursday — 1:30 to 3:30 p.m.
(on 3rd and 4th floors.)

Saturday — 1:30 to 3:30 p.m.
(on 1st and 2nd floors.)

T. BARRACLIFF
LOUIS CIRIGNANO
G. CASTRO
HENRY WATSON
J. L. LIKES
T. F. ROZUM
ASTERIO DELGADA
J. B. PURVIS
C. P. THOMPSON
T. E. MAYNES
W. REID
EDUARDO BALBOA
EUSTACH BULIK
T. H. BYUS
ROBERT DOUGLAS
E. A. HANSEN
FRANK KUBEK
H. V. NIELSEN
HARRY PRYTULAK
F. D. BERTHOLD
ARNE BPORNSSON
C. W. PALMER
A. T. PAPPAGOLLS

NEPONSIT HOSPITAL

WILLIAM PADGETT
MATTHEW BRUNO
MALVIN COLLINS
R. A. BLAKE
ESTIBAN LOPEZ
JOHN PADZIK
J. DRISCOLL
JOHN T. EDWARDS
V. FERRER
R. A. LILLAK
R. BLATTINO
JIMINEY
TULL
ELI DUTCHEN
JOHN LAICASTER

SIU men at Neponsit can contact Hospital Delegate William A. Padgett any day between 2:30 and 4 P.M. on third floor, west side.

Complete Text Of Welfare Agreement Signed By SIU-Contracted Operators

This Agreement and Declaration of Welfare Plan made as of the first day of July, 1950, by and between JOHN BOUGHMAN, CLARENCE REED, and FREDERICK C. THEOBALD; PAUL HALL, ROBERT MATTHEWS and JOSEPH VOLPIAN,*who, with their alternates and successors designated in the manner provided, are hereinafter called "Trustees;" SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, Atlantic and Gulf District, hereinafter called "Union;" and the various Employers who, in writing, adopt and agree to be bound by the terms and provisions of this instrument and any amendments or modifications thereof, hereinafter called "Employers."

WITNESSETH

WHEREAS, various Employers having collective bargaining agreements with the Union have agreed in writing with the Union to create a Welfare Plan for the benefit of the unlicensed seamen employed by them for whom the Union is the collective bargaining representative, and

WHEREAS, the said Welfare Plan is to be known as the Seafarers' Welfare Plan, and

WHEREAS, it has been mutually agreed that the Plan shall be for a period of not less than five years and shall be irrevocable during the period of its creation, and

WHEREAS, it is desired to set forth the terms and conditions under which the Plan as finally agreed upon between the Employers and the Union is to be established and administered, and

WHEREAS, it has been mutually agreed that the Plan shall be administered by Trustees it is desired to define the powers and duties of the said Trustees.

NOW, THEREFORE, in consideration of the premises, it is mutually understood and agreed as follows:

ARTICLE I

Definitions

1. **Employers.** The term "Employers," as used herein, shall mean the various Employers of unlicensed merchant seamen having in effect a collective bargaining agreement with the Union and who are, or who may hereafter become, signatories hereto.

2. **Administrator.** The term "Administrator," as used herein, shall mean the Administrator provided for in Article VI hereof.

3. **Employees.** The term "Employees," as used herein, shall mean all of each Employer's employees for whom the Union is the collective bargaining representative.

4. **Hospital.** The term "hospital," as used herein, shall mean any hospital in the United States or any of its territories or possessions, provided such hospital is either a United States Marine hospital, a United States Public Health hospital, a hospital located in a port in the continental United States where the Union or an Employer maintains offices, or a hospital in a seaport in the continental United States in which the Employee becomes a patient due to acute illness or injury which necessitates his being taken off a ship during the course of a voyage.

5. **Union.** The term "Union," as used herein, shall mean the Seafarers International Union of North America, Atlantic and Gulf District.

6. **Trustees.** (a) The term "Employer Trustees," as used herein, shall mean the trustees appointed by the Employers.

(b) The term "Union Trustees," as used herein, shall mean the trustees appointed by the Union.

(c) The term "Trustees," as used herein, shall mean Employer Trustees and Union Trustees collectively and shall include their alternates when acting as Trustees.

7. **Seafarers' Welfare Plan.** The term "Plan," as used herein, shall mean the benefits provided

On these pages is the full text of the Seafarers Welfare Plan signed this week by a majority of the steamship companies under contract to the Atlantic & Gulf District of the SIU. The few remaining companies not yet signed are expected to fall in line shortly.

The agreement spells out in full the terms under which the Fund will be administered and benefits paid to SIU members. The Fund was set up last January 1, when the operators began paying 25 cents per day per seaman employed.

Effective date for the Plan to begin operations hinges on the time necessary for the Bureau of Internal Revenue to determine if the moneys can be declared deductible for tax purposes. In addition, the Plan is to be submitted to the National Labor Relations Board to check whether it in any way is contrary to the nation's labor laws.

for in this instrument, including any amendments hereto or modifications hereof.

8. **Seafarers' Welfare Fund.** The term "Fund," as used herein, shall mean the moneys or other things of value which are under the control or in the custody of the Trustees for the administration and operation of the Plan.

ARTICLE II

1. There is hereby created the Seafarers' Welfare Fund to be used for administering and operating the Seafarers' Welfare Plan which is hereby created. Each Employer shall pay to the Trustees for deposit into the Fund, currently on a monthly basis, the sum of twenty-five cents (25c) per day per unlicensed seaman, represented by the Union for the purposes of collective bargaining, employed on vessels manned by such Employer and actually working thereon. Such contributions or payments for each month shall be made not later than the tenth of the second month succeeding that of the payroll terminations; provided, however, that the first payment of each Employer shall be calculated retroactively to January 1, 1950. Checks for contributions or payments shall be made payable to the order of "Seafarers' Welfare Fund."

2. An Employee is qualified to participate in and receive the benefits of the Plan when the Employer is obligated to pay the Trustees the sum of Twenty-five cents (25c) on his behalf or such other sum as may be agreed upon as provided for in Paragraph 4 of this Article, and shall remain qualified for such benefits for a period of twelve (12) calendar months after the Employer's obligation to make such payment ceases; provided, however, that in the event a qualified Employee becomes a patient in a hospital such twelve (12) month period shall be extended for a time equal to the time the Employee is so hospitalized; provided, further, that no qualified employee shall be eligible to receive the benefits of this plan while he is so qualified to receive welfare benefits by virtue of employment with an employer who makes no contributions to this fund and who has a collective bargaining agreement with the Union.

3. The former Employees whose names appear on a list attached hereto and made a part hereof who have had long employment with the Employers and who, on July 1, 1950, are unemployable because of physical disabilities, are for the purposes of this Plan considered Employees and shall be qualified to receive the benefits of the Plan until the Public Health Service certifies that such a former Employee has no physical disability which prevents his employment; provided, however, that the hospital benefits provided for in Article III, Paragraph 1 (b) hereof, shall be made only when such disabled Employee is confined in a hospital as an in-patient.

4. Either the Employer Trustees on behalf of the Employers or the Union Trustees on behalf of the Union may, upon application within sixty (60) days prior to September 30, 1951 request that negotiations be opened for changes in the amount of the Employer payment. No such change shall be made unless the Union and the Employers by majority vote agree to such change and any change so agreed upon shall not affect any of the other provisions of this plan. The said vote shall be in accordance with the vote specified in Article IV, Paragraph 2 hereof, at a meeting called under the provisions of Article IV, Paragraph 9 hereof; it being specifically understood and agreed between the Employers individually and the Union that any Employer who signifies in writing to the Trustees within one week of the time of such vote that he does not wish to be bound by such majority vote shall be relieved of the obligations under this agreement and shall cease to be a party hereto, and no Employee shall be entitled to receive benefits under this plan by virtue of employment with such Employer.

5. The Trustees, in their names as Trustees, shall have the power to demand, collect, receive and hold the Employer payments and they are authorized to take such steps as may be necessary or appropriate to effectuate the collection of such payments, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity, or in bankruptcy.

6. The Trustees are authorized and permitted to receive and accept from any source whatsoever any moneys or other things of value as a gift, contribution, payment, dividend or otherwise, for deposit into, or to be made a part of, the Fund.

7. The Trustees shall deposit all moneys received by them in their capacity as Trustees in such bank or banks as they may designate for that purpose; provided, however, that no bank shall be selected as a depository of the funds of this Plan which is not a member of the Federal Deposit Insurance Corporation. Things of value, other than money, shall be kept in an appropriate depository as may be selected by the Trustees, or, at their discretion, may be converted into money and deposited into the Fund.

8. The funds shall be used by the Trustees (a) to pay or provide for the payment of the benefits described in Article III, Paragraph 1 hereof, and (b) to pay for the sound and efficient operation of the Plan, including the expenses of the Trustees incurred in carrying out their duties as Trustees.

9. Moneys, and other things of value, of the Fund may be withdrawn from any depository upon the signature of two Trustees, one of whom shall be an Employer Trustee and one of whom shall be a Union Trustee.

10. No Employer, nor the Union, nor the individual Employees shall have any vested rights in or to the Fund or any part thereof except the right of the qualified Employees, or their dependents, or their beneficiaries or next of kin, to receive the benefits provided for in the Plan to which they may be respectively entitled, and upon termination of the trust hereby created, the funds shall be put to the uses and purposes specified herein.

11. No Employee or dependent or beneficiary or next of kin of an Employee shall have the right to assign any benefits to which he or she may be entitled hereunder and any such assignment is void; nor shall any benefit be subject to attachment or other legal process for or against an Employee or a dependent or beneficiary or next of kin.

(Continued on Page 4)

(Continued from Page 3)

ARTICLE III

Application of the Fund by the Trustees

1. The Fund shall be used and applied for the following purposes:

(a) Upon the death of each Employee qualified to receive the benefits hereunder, other than death resulting from war risk, to pay or provide for the payment to the designated beneficiary, or in the absence of a designated beneficiary, to the next of kin of the deceased Employee, the sum of \$500.00.

(b) The payment of hospital benefits in the amount of \$7.00 per week to each Employee qualified to receive the benefits hereunder during such time as he is an in-patient in any hospital as defined in Article I, Paragraph 4 hereof. Such Employee shall not be entitled to receive any payment until he has been confined to such a hospital for seven consecutive days and thereafter he shall be entitled to a payment of \$7.00 for each and every seven (7) consecutive days in the hospital from the first day of confinement. Qualified Employees who are committed to an Institution for the insane by a Court Order are specifically excluded from hospital benefits but are eligible for death benefits.

(c) To pay for additional types of welfare benefits as may be determined by unanimous agreement of the Trustees; the cost of such additional benefits shall be controlled by the amount of money actually in the Fund, and, based on experience, the benefits it is estimated the Fund can provide without undue depletion or excessive accumulation. In order to accomplish this purpose, the Trustees by unanimous agreement are authorized and empowered to increase or decrease the amount of any benefit which has been or may be granted.

2. Payment of the benefit provided for in Paragraph 1 (a) of this Article shall not be made unless necessary and appropriate proof for such benefit is presented, in writing, to the Administrator within one year from the date of the Employee's death.

3. Payment of the benefits provided for in Paragraph 1 (b) of this Article will be made to the Employee personally or to a representative of the Employee when such representative has been duly authorized to receive such payment on behalf of the Employee; provided, however, that application for the said benefits shall be presented, in writing to the Administrator not later than 14 days from the date the Employee is physically discharged from the hospital as an in-patient.

4. The Trustees shall not receive compensation for the performance of their duties as Trustees, but the Trustees are by majority vote authorized to be reimbursed from the Fund, the cost of all expenses incident to the performance of their duties as Trustees and there shall be paid directly from the Fund the cost and expenses provided for herein and the cost of fidelity bonds and the expenses, including counsel fees, of any suit or proceeding

(a) brought against the Trustees, arising out of acts within the course and scope of the powers and duties of the Trustees; or

(b) brought by the Trustees as authorized in Article II, Paragraph 5 hereof.

5. If upon loss of qualification as prescribed in Article II, Paragraph 2, hereof, a qualified Employee has, since discharge from the hospital, been continuously unemployable because of physical disabilities, the Trustees may in their discretion further extend the qualification period as long as the Public Health Service certifies that such Employee should not be employed because of his physical condition.

ARTICLE IV

Appointment of Trustees

1. The operation and administration of the Plan shall be the joint responsibility of the three Trustees appointed by the Employers and the three Trustees appointed by the Union. The Employers shall appoint an alternate trustee for each Employer Trustee who shall have full

authority to act as a Trustee hereunder in the absence of the Employer Trustee for whom he acts as alternate. The Union shall appoint an alternate trustee for each Union Trustee who shall have full authority to act as a Trustee hereunder in the absence of the Union Trustee for whom he acts as alternate. Any successor Trustee shall, upon the acceptance in writing of the terms of this trust, be vested with all the rights, powers and duties of his predecessor.

2. Successor Employer Trustees and successor alternate Employer Trustees shall be appointed by majority vote of the various employers who are subscribers to this instrument at the time such appointments are made; provided, however, that not more than one (1) Employer Trustee or alternate Employer Trustee may be employed by or affiliated with the same Employer. Each Employer shall be entitled to cast one vote for each unlicensed seaman, represented by the Union, it would employ at the time of subscribing to this instrument and thereafter on July 1 of each year, if all vessels manned by it had a full complement employed thereon and the nominee receiving the majority of the votes so cast shall be appointed by all the Employers.

The Employers who subscribe to this instrument reserve to themselves the right to change, at any time, the provisions of this paragraph by a vote of two-thirds (2/3) majority of the total votes so cast as above provided. The Union and the Trustees hereby consent and agree to the right herein reserved by the various Employers who subscribe to this instrument.

3. All Trustees and alternate Trustees shall obtain fidelity bonds in equal amounts and to be secured by such surety companies as shall be determined by the Trustees. The Trustees shall, from time to time, review the amount of said bonds as compared with the total of the Fund and shall require adjustments as appropriate.

4. In all meetings of the Trustees, four shall constitute a quorum for the transaction of busi-

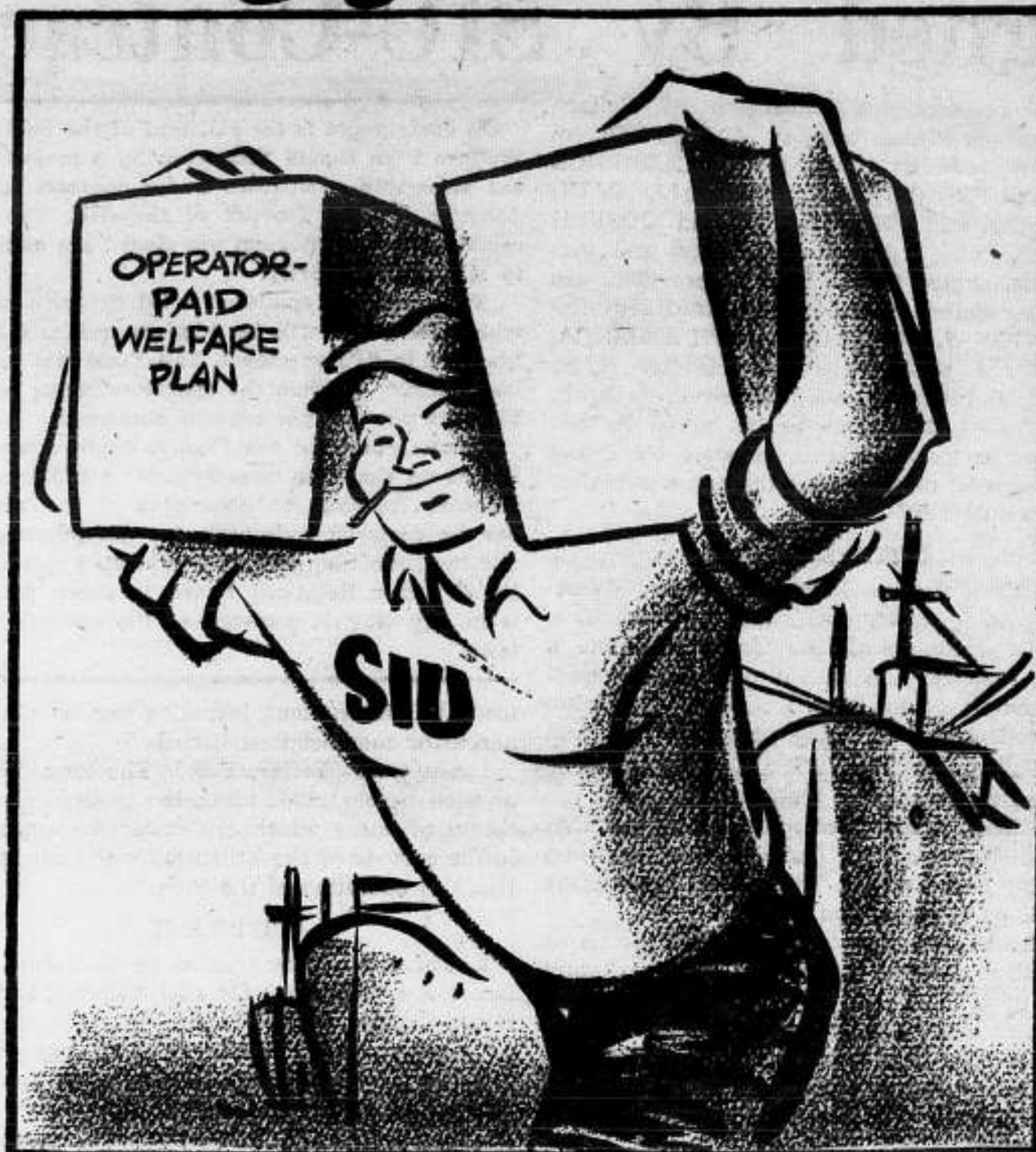
ness, providing there are at least two Employer Trustees and two Union Trustees present at the meeting; and at all meetings the Employer Trustees and the Union Trustees shall have equal voting strength. The vote of any absent Trustee shall be cast by the Trustees present designated by the same party with the same force and affect as if such absent Trustees were present. In the event any matter presented for decision cannot be decided because of a tie vote the matter shall remain in status quo pending arbitration as set forth in Article VII hereof.

5. John Boughman, with E. S. Trosdal his alternate, Clarence Reed, with Donald W. Smith his alternate and Frederick C. Theobald, with Willard A. Kiggins, Jr., is alternate, have been selected and are hereby appointed and designated Employer Trustees, and alternate Employer Trustees, respectively. Paul Hall, Robert Matthews and Joseph Volpian have been selected and are hereby appointed and designated Union Trustees, and Lloyd Gardner, Joseph Alguna and Lindsey Williams have been selected and are hereby appointed and designated alternate Union Trustees, any one of whom may act as a Union Trustee in the absence of any Union Trustee. The Trustees hereby agree to accept the trusteeship and further agree to accept such Fund for the purposes herein provided and declare that they will receive and hold the Employer's contributions or payments and any other money or property or policies of Insurance which may come into their custody or under their control pursuant to this Plan as Trustees thereof for proper uses and purposes and with the powers and duties herein set forth. The Alternate Trustees hereby agree to accept the obligations and perform the duties of a Trustee when called upon to act as a Trustee.

6. All Trustees and alternate Trustees shall be appointed to serve for the duration of this trust. After the expiration of the initial term,

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"Bringing Home the Bacon"



New York In A Shipping Slump, Thinks It Might Even Get Worse

By JOE ALGINA

NEW YORK—Shipping wasn't what we'd like to call good in this port during the past two weeks. We suffered the loss of a couple of more active Robin Line ships. That company now has four lying idle. Overall it looks like shipping is going to get worse before it will get better. This week Isthmian delivers the last of its chartered ships to the Maritime Commission, so that company can't lose any more ships.

We did have some ships in port recently, and though they sound like an impressive number, the number of men sent out wasn't too great. The ships were: Claiborne, Fairisle, Chickasaw, Golden City, Warhawk, Raphael Semmes and Hurricane, Waterman; Steel Rover, Steel Apprentice, Steel Artisan, St. Augustine Victory, Steel Vendor, Isthmian; Frances, Marina, Elizabeth, Puerto Rico, Suzanne, Kathryn, Bull; Robin Goodfellow, Robin Trent, Robin Mowbray, Robin; Seatrain New York; Algonquin Victory, St. Lawrence Navigation Co.; Lake George, U. S. Petroleum Carriers; John Stagg, Mar-Trade; Nathaniel Palmer, Palmer Shipping Co.

NICE JOB

Recently we received a copy of the newspaper the crew of the Del Norte is putting out. Titled the "Navigator," the paper carries a lot of choice ship-



board and marine news of interest to all Seafarers, not only the crewmembers of the big Mississippi passenger ship. The crew deserves a round of applause for the fine job it is doing in bringing to the Seafarers one more means of knitting the members into a compact organization. Let's see more ships follow the Del Norte's lead.

There is a trial which began this week here in New York wherein a motorman on the Long Island Railroad is charged with manslaughter in the wreck last winter that cost the lives of 33 passengers. The accident occurred at a spot where the railroad was building an overpass and the railroad was using one temporary track for two-way traffic. Two trains collided head-on and now the motorman of one is facing a long prison sentence if convicted.

The railroad itself is bankrupt and run-down and took almost no safety precautions to prevent an accident, yet no one has pointed the finger at the railroad for negligence. Instead a poor working stiff, a man who has worked for the company for 27 years, is going to be made to shoulder the entire blame, if any is to be found. It sounds like another working stiff is being made the scapegoat for a company which refuses to face its responsibility to the public.

There was another case recently here in the city where the brakes failed on a bus and a smash-up occurred. The bus company yelled that the driver was guilty, yet all the passengers testified that the driver worked frantically to stop the bus before the crash. The company didn't take any chances. It took the bus to its garages and had its own mechanics "inspect" the bus before the police were allowed to give it the once over. Yet in spite of incidents like this there are still people who say unions are unnecessary, "the company will take care of me." Yeah, ten to twenty years.

Notice To Crews

No SIU Crew is to pay off any ship until the crew's quarters and equipment are as clean as any Seafarer likes to find a ship when he first goes aboard. Patrolmen have been instructed that the crew's quarters must be absolutely clean before a pay-off will be allowed. Please cooperate with your officials in carrying out this membership order.

Two-Week Report Finds Savannah Enjoyed Above-Average Shipping

By E. M. BRYANT

SAVANNAH — Shipping has been on the upgrade in this port for the past two weeks. As a matter of fact, job opportunities were above average for the port.

Men were dispatched to the SS Jean, Bull; SS Southwind, and SS Southport, South Atlantic, and to the SS Julesberg, Terminal Tankers.

At the moment, the only ships scheduled for arrival in the coming two-week period are the Steel Traveler, Isthmian, and the Fairisle, Waterman.

IN-TRANSITS

Of course, we will have had few Waterman ships hitting Jacksonville and Charleston in transit. Incidentally, it is up to the delegates of those ships to notify this Hall when a man gets

off so that replacements can be sent.

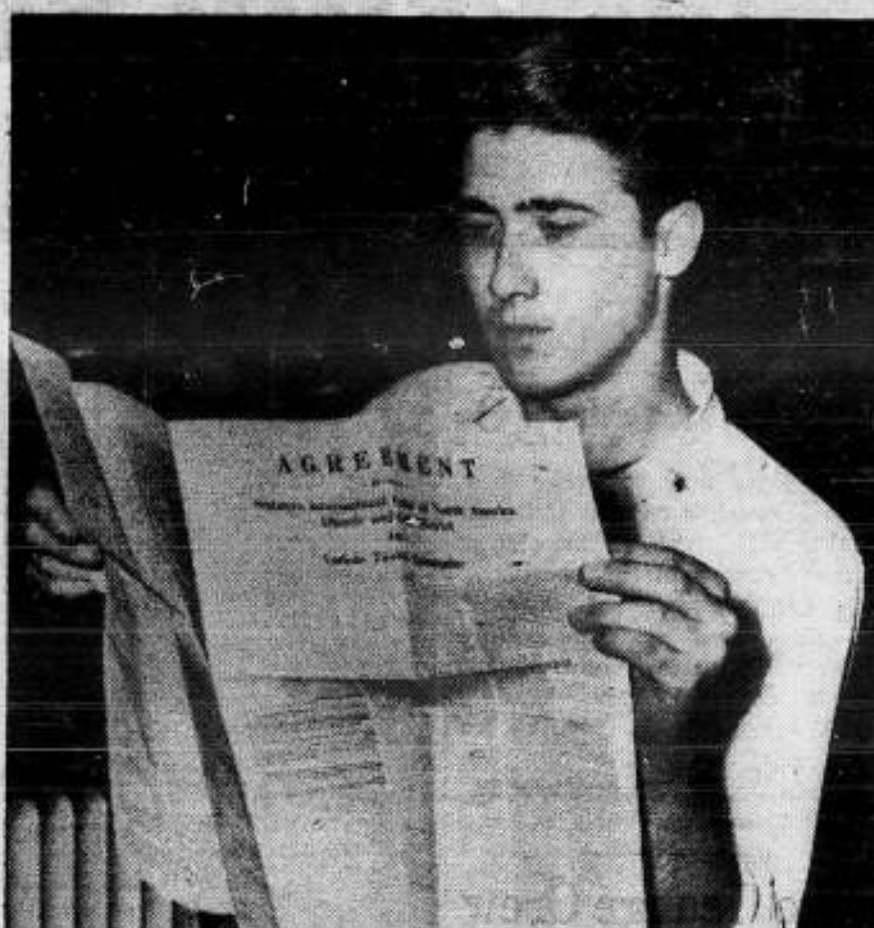
Seafarers in this port were saddened by the news last week that Brother C. W. McCraw was killed in an auto wreck on the night of June 5 and was buried on June 8. The SIU sent a wreath to the funeral.

The drive of the AFL Teamsters to unionize the Yellow Cab Company is making strides. Latest reports have it that 68 of the 89 men in the cab fleet are now carrying union books.

Two of our Brothers are in the Savannah Marine Hospital. They are J. (Chubby) Morris and Candy Creech. Both are reported as doing fine.

That's all for now. More in the next issue.

THE CONTRACT IS THE DIFFERENCE



Well able to appreciate the benefits of a Union contract governing wages and working conditions, Kenneth Bryant studies SIU's general agreement. Now an SIU book man, Bryant had his taste of sailing without a contract aboard Cities Service's Winter Hill in the pre-Union days. In fact, he was fired for union activity. He since has sailed on the SS John Hanson. "What a difference a contract makes," observed Ken. "No fear of being fired, and you get top wages, conditions, and representation."

Slight Pick-Up In Port Mobile Does Not Affect Men On Beach

By CAL TANNER

MOBILE—Shipping in the port of Mobile for the last couple of weeks was fair with approximately eighty bookmen and nine permitmen shipped for the two-week period.

We had a total of seven pay-offs and six sign-ons plus two ships in-transit.

Ships paying off, all in good shape, were the Fairport, Monarch of the Seas, Kyska, Morning Light, Wild Ranger, Waterman; and the Clipper and Roamer of Alcoa.

Ships signing on were the Clipper and Roamer, Wild Ranger, City of Alma, Fairport, Monarch of the Seas, Morning Light, of Waterman.

Ships in-transit for the period were the Azalea City of Waterman and the Steel Scientist, Isthmian.

While shipping has picked up a little bit, there hasn't been enough of it to feel the difference—and we still have an overall beach of two hundred bookmen and 134 permit men.

We have two ships that are expected to take practically full crews in the next two weeks—the Roamer and the Kyska, which is being pulled off the express coastwise run and is being put on the European run.

Well, the bids on the furniture and equipment for the second deck (recreation deck) are being sent in to Headquarters this week, and in the near future we should be able to relax between calls in our air-conditioned recreation hall.

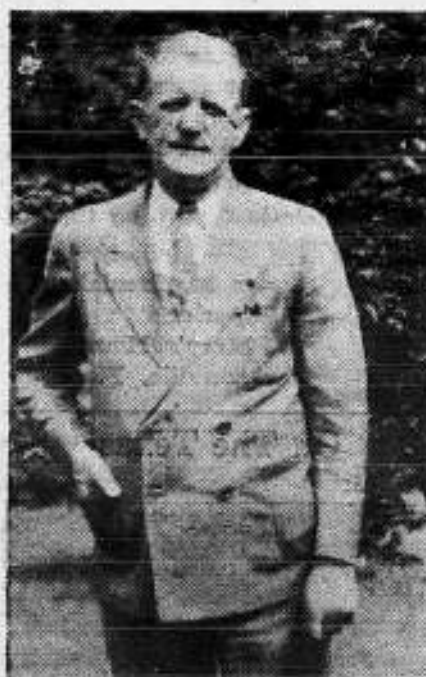
These bids were secured from the major dealers in office equipment and furniture stores in Mobile and, on approval from Headquarters, we will buy the needed equipment.

Some of the men on the beach are: F. Fullbright, R. Dorgan, A. Smith, W. Palmer, D. Baria,

R. Abernathy, E. Webb, C. Seymour, F. Pollard, W. Richardson, J. Burrowes, H. Henderson.

The Brothers in the Mobile Marine hospital the last two weeks include the following, Tim Burke, J. Bennett, E. L. Zedaker, A. Nelson, J. Morton, F. Edmonds.

Late Brother



Mrs. Carl Reiss, who submitted to the LOG the above photograph of her late husband, wishes to express her gratitude and heartfelt thanks to the crew, friends and Master of the SS Kyska for the kindness and generosity shown in the death of her husband.

Brother Reiss, a longtime member of the SIU, was Chief Electrician aboard the Waterman ship Kyska at the time of his death on March 19. Many Seafarers will remember Reiss as a frequent contributor of timely articles to the SEAFARERS LOG.

Only Payoffs — No Ships Sign In Port Boston

By BEN LAWSON

BOSTON—The activity in this port during the past days had been confined to payoffs with no sign-ons taking place. We paid off the Ann Marie, Bull; the Wanda, Epiphany Tankers; the Winter Hill, Cities Service; and the Couer d'Alene Victory, Victory Carriers.

In-transit we handled the Robin Sherwood, Robin Line; the La Salle and Azalea City, Waterman, and the Meredith Victory, St. Augustine Victory and Steel Vendor, Isthmian. The Vendor had some beefs which are going to be settled in a few days at the port of payoff. Other than that all the vessels were in smart shape.

I know that Seafarers in all ports will be saddened to hear of the death of Delancey W. Hunter, who was killed while work-



ing aboard the Yarmouth. Hunter was Chief Electrician on the Yarmouth at the time of his death. Several Brothers and I went up to Stowe, Mass., to pay our last respects. Del was 52 at the time of his death and will be greatly missed by his many friends in the SIU.

The only Seafarer currently bedding down in the Marine Hospital here is Frank Alasavich, and the report I get from the hospital is that he's coming along fine and will be out before long.

Frisco Branch Will Move Into New SUP Hall

By JEFF MORRISON

SAN FRANCISCO—During the past two weeks we shipped but nine men, which makes this probably our worst period since we opened for business out here. We did not sign on or pay off a single ship, but in transit we handled eight ships, the Lone Jack, Cities Service; John B. Waterman, Hastings and Fairland, Waterman; Marymar and Pennmar, Calmar; the Steel Seafarer, Isthmian; and the North-western Victory, Victory Carriers.

This week-end we'll do a different kind of shipping. We're moving our rig out of these quarters into the new SUP building. From tomorrow (June 17) on we'll be located at 450 Harrison Street, Room 100.

The boys here on the beach are going to lend us a hand in making the switch and setting up the new headquarters. So, if you boys see M. Pennington, J. Otto, H. Childs or F. Andrege with callouses on their hands, you'll know the reason why. They came from honest union labor.

That's all for now, here's hoping the change of address will change our luck in shipping.

THE MEMBERSHIP SPEAKS



Social Life On Coral Sea Brightens Routine Voyage

To the Editor:

Now this could be a tale of woe and troubles, which, I grant, are many during various stages of this particular trip. But who in hell cares to read about another man's troubles? I know I don't.

It is old home week on this trusty little Liberty (I have other names for this gentle little Lady, but I am afraid they would be unprintable). We have Joe Baron as a Wiper. His imitations of a certain character provides mirth on a very monotonous voyage.

LUCKY IN CARDS

Abe Ellis is our Ship's Delegate; the man of luck with the cards. Sure wish I had that much luck in my amorous affairs. But that is another story. I have turned over a new leaf in the book of life since I got married to the best gal south of the Mason-Dixon line.

By the time you get this letter, I expect to be a very proud father. Say, maybe it will be twins—or triplets. Who knows the strange ways of Nature?

Freeman is an AB on the twelve to four, so is Red Tallaksen. Not forgetting Buddy Baker, who is the DM. Yours truly, as usual, is getting a few more gray hairs as the Bosun, who always worries more than necessary about the forthcoming blessed event in his family.

And, of course, no gang out of Tampa would be complete without Bob Keller. His cribbage playing is still up among the champions. He has several worthwhile opponents on board too.

GOOD-LOOKER

You all know "The Best Dressed Man About Town"—sure enough we have Red Palmer with us, too. When he heard I was mentioning him, he told me to say he is the tall, debonaire, handsome type.

SUGGESTS RELIEF JOBS BE VOLUNTARY TO AID SHIPPING

To the Editor:

For the past two months, this compulsory vacation issue has been kicking around. Now I'd like to put in my two cents worth. Recently I spent four months on the beach before I shipped out. At that I had to take the last rating in the department I sail in.

After such a waiting period, any seaman with a family is forced to be in a hole for a long time. I realize there is a shortage of jobs. But compulsory vacations will only help 90 percent of the membership who are benefitting by the present policy. But the 10 percent will suffer more.

I suggest that the shipping rules be amended so that relief trips will be put on a voluntary basis until conditions change. I believe this will solve slow shipping.

Claude Fisher

And last, but not the least, Al de Forrest, a regular oldtimer in the SIU, who is in charge of the stewpot on this scow.

By the way, we ran into old Bill Higgs and his gang ashore in Honolulu. They were aboard the Mankato Victory, heading for Yokohama, too. Thanks for the drinks, Bill.

"Big John" Wunderlich, Jr.
SS Coral Sea

Lake George Crew Aids Orphans In Florida Home

To the Editor:

I hardly know how to tell you about the big surprise we received on Easter Monday morning.

Six or seven fine young men, crewmembers of the SS Lake George, brought a generous donation of various commodities, such as cereals and vegetables to us.

We have approximately 50 little children in our home so we want you to know that mere words cannot give full expression to our grateful hearts for this donation.

GOOD EXAMPLE

We hope that many others will share in the good example of the young men, thereby helping to make the boys and girls of today the men and women of character of tomorrow.

May I extend our sincere thanks to the members of the SS Lake George crew and may I mention that while the Seafarers are away from home and on the stormy waters, the prayers of the Sisters and girls of St. Mary's Home in Jacksonville, follow them always.

May their last port be that of heavenly joy and happiness.

Sister M. Stanislaus,
Superior
St. Mary's Home
Jacksonville, Fla.

On The Texas



Joe Winstead, Watertender on the Seatrain Texas, is one of the Seafarers who have been whipping that scow into shape. All hands report cooperation is first-rate.

SEXTET FROM THE CLAIBORNE



Crewmen of the Waterman freighter pause for photo between rounds of foamy lager at USS Club in Bremerhaven, Germany, during recent stopover. Left to right: K. Puchalski, DM; J. J. Grellon, DM; A. A. Murphy, AB; R. Ruppert, AB; G. Broxton, Bosun, and John Alstatt, AB.

Ft. Stanton Men Ask Increase In Benefits

To the Editor:

In accordance with the unanimous vote of the SIU Brothers hospitalized at Fort Stanton, this is a request that the weekly benefits of three dollars be increased to five dollars.

We find that three dollars insufficient when you figure cigarettes, stationary, stamps, toilet articles, etc., as necessities. We also request that the donations which are sent every two months be sent every month and increased if possible.

The situation is different here than in other hospitals. Once you are placed in the ambulatory section, or, as we call it, "on the hill," you wear your own clothes.

THINGS CHANGE

After a long stay in the hospital, the clothes you thought you had are pretty well shot and even small things such as under-

wear and socks become a big item on the budget.

We do not enjoy the benefits hospitals in cities give insofar as visiting organizations are concerned because of our isolated location. We have a welfare committee that represents all the patients but at present this organization is not functioning too well.

We realize that the Union is not an insurance company nor a charitable institution. However, we would appreciate it if these requests would be brought up for action by the membership at a general meeting.

Donald McDonald
Delegate
Fort Stanton Marine
Hospital

Roop Says Vacation Rule Would Violate Basic Rights

To the Editor:

I would like to discuss the so-called compulsory vacation plan, the most evil plan that has ever been considered in the history of the SIU. All discussions for or against the plan to date have overlooked the basic issues of this question.

The plan is immoral, unconstitutional and brings distress to man's job security and, consequently, his livelihood. Let's examine closely the vacation plan in this light.

1. It is immoral. Man receives his right to work from his creator, hence, a man's right to his job is a natural, inalienable, and inviolable right.

2. It is unconstitutional. I herein refer to the Constitution of the United States.

3. It brings distress to a man's job security. There is no job security if a man is told he can work only a certain length of time and then is told he must stop work and look for another job. This brings distress not only to a man but to his family.

The Union, since its inception has protected its members from being arbitrarily dismissed by the operators, but under the infamous vacation plan, the Union, in effect, will be doing the very thing it prevents ship operators from doing.

The question has been raised: "Don't the unemployed seamen on the beach have a right to

a job? Yes, most assuredly they do—but not to another man's job. No man has any moral or legal right to give up his job in order that an unemployed man may get it.

Let's look into the matter as to why these so-called unemployed seamen are unemployed. There are thousands of men who are seamen today who never would have become seamen had it not been for the war. A large proportion of the ships that these men sailed are now in the graveyards—and understandably so.

Now if under present economic conditions, the maritime industry can absorb 100,000 seamen, using a hypothetical figure, it is irrational to expect the industry to absorb 150,000 men.

The solution, then is obvious. Those who find shipping a bit tight should look elsewhere for a job. This advice is especially applicable to that large group of young men whose reason for becoming seamen is due to the war, rather than any choice on their own part.

The vicious compulsory vacation plan, wherein a man loses his job, should not even be put up for a vote by the membership, for the simple reason that the plan violates the natural, God-given right of individuals to decide whether or not they wish their jobs.

Edwin C. Roop

Waterman Co. Praised For Providing Free Passage To Snug Harbor

To the Editor:

We, the crewmembers of the SS Topa Topa, wish to thank the Waterman Steamship Corporation for their policy of providing free passage, when available, to old seamen who are traveling east to enter Snug Harbor.

Some of the retired seamen are unable to pay for their transportation to New York, and Waterman's providing their transportation is a fine gesture.

On this voyage from the west coast passage was provided for an aged member of the Sailors Union of the Pacific, and during the entire trip he was accorded the same treatment given the paying passengers.

Again we wish to express our thanks to Waterman and its official for their most worthy policy.

Charles J. Murphy
Ship's Delegate

Text Of NLRB's Settlement Stipulation

ORDER

Cities Service Oil Company of Pennsylvania (Marine Division), herein called the Company, its officers, representatives, agents, successors and assigns, shall:

1. Cease and Desist from:

(a) Interrogating its employees concerning their union affiliations;

(b) Warning its employees to refrain from assisting, becoming members of or remaining members of the Seafarers International Union of North America, A.F. of L., or any other labor organization;

(c) Warning its employees to assist, become members of or remaining members of the Citco Tanker Men's Association, or any other labor organization;

(d) Making promises of benefit to its employees to cause them to join or assist the Citco Tanker Men's Association, or any other labor organization;

(e) Threatening its employees with discharge or other reprisals if they join or assist the Seafarers International Union of North America, A.F. of L., or any other labor organization, or refuse to join or assist the Citco Tanker Men's Association, or any other labor organization;

HANDS OFF SIU LITERATURE

(f) Interfering with the circulation of union literature and engaging in the destruction of union literature for the purpose of discouraging membership in Seafarers International Union of North America, A.F. of L., or any other labor organization, or encouraging membership in the Citco Tanker Men's Association or any other labor organization;

(g) Keeping under observation and surveillance the meeting places, meetings and activities of the Seafarers International Union of North America, A.F. of L., or any other labor organization, or the concerted activities of its employees for the purpose of self-organization or improvement of working conditions;

(h) Engaging in espionage over the activities of the Seafarers International Union of North America, A.F. of L., or any other labor organization, or the concerted activities of its employees for the purpose of self-organization or improvement of working conditions;

(i) Restricting and interfering with the use of the radio facilities of its vessels by its employees for the purpose of discouraging membership in the Seafarers International Union of North America, A.F. of L., or any other labor organization;

(j) Conducting polls of its employees to determine whether they desire a rotary vacation plan or any other condition of employment without the prior agreement of the collective bargaining representative of its employees;

END VIOLENCE THREATS

(k) In any other manner engaging in any threats or acts of violence, intimidation or reprisal, or making any promise of benefits to, or in any manner restraining or coercing its employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining, or other mutual aid or protection, and to refrain from any or all such activities as guaranteed in Section 7 of the Act;

(l) Dominating or interfering with the administration of Citco Tanker Men's Association, or with the formation or administration of any other labor organization of its employees, or from contributing support to Citco Tanker Men's Association, or to any other labor organization;

(m) Encouraging membership in Citco Tanker Men's Association or any other labor organization of its employees by refusing to hire or by discharging or refusing to reinstate any of its

Printed on these pages are the pertinent portions of the Settlement Stipulation drawn up by the National Labor Relations Board and agreed to by Cities Service Oil Company and CTMA. The Stipulation, in effect, is a complete surrender and admission of guilt to all charges leveled at these two organizations during the past four years by the SIU.

Omitted from publication here in the interest of saving space are the introduction, a lengthy explanation in legal terminology outlining the case; Appendix A, which lists the charges against the company; and Appendices B and C, which state the names of the men who have brought charges against the company.

The Stipulation, signed on June 12, now goes

employees, or in any other manner discriminating in regard to hire or tenure of employment, or any other terms or conditions of employment, because of non-membership in or refusal to engage in activity on behalf of any such labor organization;

(n) Discouraging membership in Seafarers International Union of North America, A.F. of L., or any other labor organization of its employees by refusing to hire or by discharging or refusing to reinstate any of its employees or in any manner discriminating in regard to hire or tenure of employment, because of membership in or activity on behalf of any such labor organization;

(o) Refusing to bargain collectively with the Seafarers International Union of North America, A.F. of L., by making the withdrawal of charges filed with the National Labor Relations Board a condition precedent to the signing of a collective bargaining agreement;

(p) Refusing to bargain collectively with the Seafarers International Union of North America, A.F. of L., or its representatives as the exclusive representative of all of its employees in the bargaining units described below, with respect to rates of pay, hours of employment, or other conditions of employment. The bargaining unit, consists of the following:

ENTIRE FLEET UNIT

The Company's unlicensed personnel aboard the vessels SS Council Grove, SS French Creek, SS Logan's Fort, SS Abiqua, SS Cantigny, SS Chiwawa, SS Paoli, SS Royal Oak, SS Government Camp, SS Fort Hoskins, SS Salem Maritime, SS Bent's Fort, SS Bradford Island, SS Winter Hill, SS Archer's Hope and SS Lone Jack, including deck and engine employees, machinists and pumpmen, but excluding stewards, boat-swains, pursers, radio operators, and supervisors as defined in the Act.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Withhold all recognition from Citco Tanker Men's Association as the representative of any of its employees as defined in Section 2 (3) of the Act for the purpose of dealing with the Company with respect to grievances, wages, hours of employment, or any other terms or conditions of employment;

(b) Completely disestablish Citco Tanker Men's Association as the representative of any of its employees within the meaning of Section 2 (3) of the Act for the purpose of dealing with the Company with respect to grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and not recognize it or any successor thereto for any of the above purposes;

(c) Offer to those employees listed in "Appendix B" immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority and other rights and privileges;

(Ed. Note: This refers to the 144 men discharged from Cities Service ships for union activities.)

to the NLRB in Washington for approval, following which the New York Regional Office of the NLRB will take steps toward enforcing the Order. At that time Cities Service must post Appendix "D" of the Order in all of its ship and shore installations, and begin the payment of damages to the 151 men named in the Order, and restore to employment those eligible.

Final approval of the Order is expected in about two weeks, at which time the New York NLRB office will begin interviewing the men named in the Order. In the next issue of the SEAFARERS LOG the names of the men will be printed with full instructions as to what steps to take in settling their cases.

(d) Offer to those individuals named in "Appendix C" immediate employment in the positions in which they would have been employed had the Company not discriminated against them, or in substantially equivalent positions;

(Ed. Note: The Order here refers to the seven men refused employment by Cities Service because of membership in the SIU.)

(e) Make whole the employees named in "Appendix B" for any loss of pay they may have suffered by reason of the discrimination against them by payment to each of them of a sum of money equal to that which would have been earned as wages from the dates of their respective discharges, to the dates of the Company's offer of reinstatement, less their net earnings during such periods;

PAY FOR JOB SNUB

(f) Make whole the employees named in "Appendix C" for any loss of pay they may have suffered by reason of the discrimination against them by payment to each of them of a sum of money equal to that which would have been earned as wages from the date of the respective refusals to hire to the date of the Company's offer of employment, less their net earnings during such periods;

(g) Upon request, bargain collectively with the Seafarers International Union of North America, A.F. of L., as the exclusive representative of all of its employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment, or other conditions of employment. The bargaining unit consists of the following:

The Company's unlicensed personnel aboard the vessels SS Council Grove, SS French Creek, SS Logan's Fort, SS Abiqua, SS Cantigny, SS Chiwawa, SS Paoli, SS Royal Oak, SS Government Camp, SS Fort Hoskins, SS Salem Maritime, SS Bent's Fort, SS Bradford Island, SS Winter Hill, SS Archer's Hope and SS Lone Jack, including deck and engine employees, machinists and pumpmen, but excluding stewards, boat-swains, pursers, radio operators, and supervisors as defined in the Act.

(h) Post in conspicuous places in its Seamen's Rooms at 70 Pine Street, New York, New York, the offices of all shipping agents of the Company, and aboard all vessels operated by the Company, including all places where notices to employees are customarily posted, copies of the Notice attached hereto and marked "Appendix D." Copies of said Notice, to be furnished by the Regional Director for the Second Region, shall, after being duly signed by a representative of the Company, be posted immediately upon

(Continued on Page 8)

¹ In the event this Order is enforced by a Decree of the United States Court of Appeals, there shall be inserted before the words "A Decision and Order" the words "A Decree of the United States Court of Appeals Enforcing..."

(Ed. Note: The notice which the Company must post, referred to here as Appendix D, is printed in full at the end of the Order.)

(Continued from Page 7)

receipt thereof and maintained by them for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Company to insure that said Notices are not altered, defaced or covered by any other material:

(i) Notify the Regional Director for the Second Region, in writing, within ten (10) days from the date of this Order what steps the Company has taken to comply therewith.

19. Upon an application by the Board, the appropriate United States Court of Appeals, or any other appropriate court, may enter its Decree in appropriate form enforcing the Order of the Board herein set forth. All parties hereto expressly waive their right to contest the entry of any such Decree and waive notice of the time and place of the filing of application for the entry thereof.

COMPUTE MONEY DUE

20. The Regional Director for the Second Region will cause an investigation to be made to determine the amount due to each employee listed in Appendix "B" and "C", pursuant to the provisions of paragraphs 2(e) and (f) of the Board's Order, set forth in paragraph 18. The total amount due to said employees shall in no event exceed the sum of \$150,000. In the event that the total amount due as determined by the Regional Director is more than \$150,000, the latter amount is to be distributed *pro rata* among the employees listed in Appendix "B" and "C".

21. This Stipulation contains the entire agreement of the parties, and there is no verbal agreement which varies, alters, or modifies this Stipulation.

22. This Stipulation is subject to the approval of the National Labor Relations Board and shall become effective immediately upon such approval

Signed this 12th day of June, 1950,
at 2 Park Avenue, N.Y.C.

CITIES SERVICE OIL COMPANY OF
PENNSYLVANIA (MARINE DIVISION)
By JAMES P. FARRELL, Counsel

Signed this 12th day of June, 1950,
at 2 Park Avenue, N.Y.C.

SEAFARERS INTERNATIONAL UNION
OF NORTH AMERICA, A.F.ofL.
By C. PAUL BARKER, Counsel

Signed this 12th day of June, 1950,
at 2 Park Avenue, N.Y.C.

CITCO TANKER MEN'S ASSOCIATION
By ALBERT F. STRASBURGER, Attorney

Signed this 12th day of June, 1950,
at 2 Park Avenue, N.Y.C.

Chester L. Migden
Joseph A. Jenkins

Counsel for the General Counsel
National Labor Relations Board
2 Park Avenue
New York 16, New York

"APPENDIX D"

NOTICE TO ALL EMPLOYEES PURSUANT TO A DECISION AND ORDER

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT interrogate our employees concerning their union affiliations;

WE WILL NOT warn our employees to refrain from assisting, becoming members of or remaining members of the Seafarers International Union of North America, A.F.ofL., or any other labor organization;

WE WILL NOT warn our employees to assist, become members of or remain members of the Citco Tanker Men's Association, or any other labor organization;

WE WILL NOT make promises of benefit to our employees to cause them to join or assist

the Citco Tanker Men's Association, or any other labor organization;

WE WILL NOT threaten our employees with discharge or other reprisals if they join or assist the Seafarers International Union of North America, A.F.ofL., or any other labor organization, or refuse to join or assist the Citco Tanker Men's Association, or any other labor organization;

WE WILL NOT interfere with the circulation of union literature and engage in the destruction of union literature for the purpose of discouraging membership in Seafarers International Union of North America, A.F.ofL., or any other labor organization, or encourage membership in the Citco Tanker Men's Association, or any other labor organization;

WE WILL NOT keep under observation and surveillance the meeting places, meetings and activities of the Seafarers International Union of North America, A.F.ofL., or any other labor organization, or the concerted activities of its employees for the purpose of self-organization or improvement of working conditions;

WE WILL NOT engage in espionage over the activities of the Seafarers International Union of North America, A.F.ofL., or any other labor organization, or the concerted activities of its employees for the purpose of self-organization or improvement of working conditions;

WE WILL NOT restrict or interfere with the use of the radio facilities of our vessels by our employees for the purpose of discouraging membership in the Seafarers International Union of North America, A.F.ofL., or any other labor organization;

WE WILL NOT conduct polls of our employees to determine whether they desire a rotary vacation plan or any other condition of employment without the prior agreement of the

collective bargaining representative of our employees;

WE WILL NOT in any other manner engage in any threats or acts of violence, intimidation or reprisal, or make any promise of benefits to, or in any manner restrain or coerce our employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining, or other mutual aid or protection, and to refrain from any or all such activities as guaranteed in Section 7 of the Act;

WE WILL NOT dominate or interfere with the administration of Citco Tanker Men's Association, or with the formation or administration of any other labor organization of our employees, or contribute support to Citco Tanker Men's Association, or to any other labor organization;

WE WILL NOT encourage membership in Citco Tanker Men's Association or any other labor organization of our employees by refusing to hire or by discharging or refusing to reinstate any of our employees, or in any other manner discriminating in regard to hire or tenure of employment, or any other terms or conditions of employment, because of non-membership in or refusal to engage in activity on behalf of any such labor organization;

WE WILL NOT discourage membership in the Seafarers International Union of North America, A.F.ofL., or any other labor organization of our employees by refusing to hire or by discharging or refusing to reinstate any of our employees, or in any manner discriminating in regard to hire or tenure of employment, because of membership in or activity on behalf of any such labor organization;

WE WILL NOT refuse to bargain collectively



This is how the LOG characterized CTMA when it burst upon the scene, full grown, the child of Cities Service genius. That the CS seamen agreed with the SIU, that the old hag was a bag, is proved by the lack of success she enjoyed.



Lloyd Bertrand pictures a company spy hard at work on the SS Royal Oak. Nice work, if you can stand yourself.



with the Seafarers International Union of North America, A.F.ofL., by making the withdrawal of charges filed with the National Labor Relations Board of condition precedent to the signing of a collective bargaining agreement.

WE WILL bargain collectively with the Seafarers International Union of North America, A.F.ofL., as the exclusive representative of all employees in the bargaining unit described be-

low, with respect to rates of pay, wages, hours of employment, or other conditions of employment. The bargaining unit consists of the following:

The Company's unlicensed personnel aboard the vessels SS Council Grove, SS French Creek, SS Logan's Fort, SS Abiqua, SS Cantigny, SS Chitwawa, SS Paoli, SS Royal Oak, SS Government Camp, SS Fort Hoskins, SS Salem Mari-

time, SS Bent's Fort, SS Bradford Island, SS Winter Hill, SS Archer's Hope and SS Lone Jack, including deck and engine employees, machinists and pumpmen, but excluding stewards, boatswains, pursers, radio operators, and supervisors as defined in the Act.

WE HEREBY disestablish Citco Tanker Men's Association as the representative of any of our employees within the meaning of Section 2 (3) of the Act, for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and we will not recognize it or any successor thereto for any of the above purposes.

WE WILL offer to those employees listed in Schedule "A" immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority and other rights and privileges;

WE WILL offer to those individuals named in Schedule "B" immediate employment in the position in which they would have been employed had we not discriminated against them, or in substantially equivalent positions;

WE WILL make the whole the employees named in Schedules "A" and "B" for any loss of pay they may have suffered by reason of the discrimination against them.

CITIES SERVICE OIL COMPANY
OF PENNSYLVANIA (Marine Division)
By JAMES P. FARRELL, Counsel
(Representative) (Title)

Dated June 12, 1950.

NOTE: ANY OF THE ABOVE-NAMED EMPLOYEES PRESENTLY SERVING IN THE ARMED FORCES OF THE UNITED STATES WILL BE OFFERED FULL REINSTATEMENT UPON APPLICATION IN ACCORDANCE WITH THE SELECTIVE SERVICE ACT AFTER DISCHARGE FROM THE ARMED FORCES.

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

The NLRB Record Reaffirms SIU Charges

Throughout the many, many months that the Seafarers International Union sought to get officials of the Cities Service Oil Company's Marine Division to negotiate a contract as a consequence of the Union's collective bargaining victories in the CS tanker fleet, the company stalled and double-talked and deceived.

Evidence of the company's "good faith" in "bargaining" with the SIU is pointedly shown by the fact that as they talked their agents were spying on, and firing SIU members and carrying on the activities in behalf of the company-dominated Union, CTMA.

All of this the SIU knew, but its accusations were brushed off in the negotiations by CS officials with feigned astonishment, outright denials and even promises that SIU accusers would later have to eat those words."

This week, those accusing words are being

eaten—but not by the SIU. The dirty mess charged by the SIU, denied by the CS Marine Division, is on the public record. A fuller airing was averted by the company's capitulation after four days of harrowing testimony, but enough was heard to establish the Marine Division's guilt on all major charges and to wring from it a virtual confession and cry of "enough."

A few examples of the sweet innocence professed by company officials during bargaining sessions and the grim truth as revealed by testimony under oath at the National Labor Relations Board trial June 6-9 are reproduced on this page.

The bargaining session excerpts taken from the record made by the company's stenographer, are from the meeting of Feb. 27, 1950.

Persons whose names appear in the excerpts are:

PAUL HALL: Secretary-Treasurer of the SIU's Atlantic and Gulf District.

C. PAUL BARKER: Counsel for the SIU.

M. LAGE: Those are some statements, Mr. Hall, if you will permit the expression, with no foundation whatsoever in fact.

At NLRB Trial In June

(John Dugan, retained by Cities Service's attorneys to deal with the SIU organizing drive, is questioned by an NLRB Attorney)

Q. (by Joe Jenkins, NLRB Attorney): Directing your attention specifically to the month of August, 1948, did you ever ask Mr. Hennessey to render you any service in getting police records of SIU organizers?

A. Yes, I did. I might add that he was unsuccessful in obtaining them.

Q. You did that on instructions from Mr. Lage, did you not?

WILLIAM LAGE: Attorney for the company's Marine Division until his connection was severed a few weeks before the NLRB trial.

M. J. ADKINS: Marine Superintendent of the CS Marine Division.

JAMES T. HANAWAY: Dispatcher for the Marine Division.

ALBERT STRASBURGER: Attorney for CTMA, the company-dominated union.

JOHN I. DUGAN: Attorney and former Coast Guard intelligence officer, who was hired by Lage to set up a spy ring to operate against SIU and its members.

JAMES P. FARRELL: General counsel for the parent company of the Marine Division, the Cities Service Oil Company of Pennsylvania, who took over when Lage dropped out of the picture.

ARTHUR J. O'LEARY: Attorney associated with Farrell in representing CS.

JOSEPH A. JENKINS: Counsel for the NLRB.

CHESTER L. MIGDEN: Counsel for the NLRB.

A. I did.

At Negotiations In February

MR. HALL: I do know several SIU men have been beaten up on Cities Service ships by stool pigeons of the CTMA, which in turn is a stool pigeon of Cities Service Marine Division and I know we are making official complaints in the proper board and other sources. You should do the same thing if you have occasion to beef.

MR. ADKINS: If you are accusing the Company of fostering a Union in this CTMA, you are just on the wrong track, Mister, and you are going to eat those words sometime, too.

MR. HALL: Whenever I eat those words it will be a cold day in hell. I guarantee you that.

(Continued on Page 10)

At Negotiations In February

MR. HALL: ...Cities Service representatives, in one form or the other, went to the extreme trouble to obtain through one means or the other copies of a photo out of the police files of a man who was organizing for the SIU. They went further to the trouble to put that into a newspaper, which the officials of the Marine Division of the Cities Service carried on board every one of their ships. We say we want you to do things like that and wash our dirty linen out in the open. But, we say to you that when you do, Adkins, let us hope that none of you gentlemen have too much dirty linen yourselves, because we certainly are going to wash it out in public for you same as you tried to wash ours."

(Continued from Page 9)

At NLRB Trial In June

Mr. Strasburger (Attorney for CTMA): Mr. Jenkins and Mr. Migden showed me last evening the proposed or substantially final copy of the proposed settlement of this case which provides for an order of this Board as well as a court decree.

The Citco Tanker Men's Association will participate in signing such a stipulation.

* * *

Mr. Barker (Attorney for the SIU): I would like to make a statement, also. The Seafarers International Union, along with a number of its members who are the charging parties in this matter, likewise will participate in the settlement stipulation along these lines.

Mr. O'Leary (Attorney for Cities Service): I would like to make a statement for the record, your Honor.

The respondent in this proceeding, Cities Service Oil Company, has authorized James P. Farrell, one of its attorneys, to enter into a stipulation settling all of the issues in this proceeding and to provide for a Board order and court decree.

* * *

Mr. Farrell: As General Counsel for Cities Service Company and its subsidiaries, including the respondent, Cities Service Oil Company of Pennsylvania in this proceeding, I join in the statement that has been made by Mr. O'Leary and I have been duly authorized by the president of the company to enter into the settlement.

At Negotiations In February

MR. HALL: I think very shortly this whole rotten corrupt system of hiring will be hitting you right square in the face and I assure you regardless of the hard words flung across this table, I would certainly learn something about that system, Adkins, because when the corruptness of it comes out I suppose you are the man who is going to have to answer for it, and it is plenty corrupt and rotten.

MR. ADKINS: That is your statement, Mr. Hall, and you have the right to make those statements, if you wish. I just hope you remember them.

MR. HALL: I will remember them.

MR. ADKINS: If you don't, I am going to give you some of this record to read.

MR. HALL: I will remember every one of them, because I have been sitting on top of them a long time.

At NLRB Trial In June

Migden questioning Hennessey at Trial:

Q. Did you get your seaman's papers as a result of the conversation (Hennessey's interview with Dugan wherein he agreed to spy on SIU sympathizers aboard Cities Service ships)?

A. As a result of Mr. Dugan's conversation with the Coast Guard, of which he had been a former commander in charge of Coast Guard hearings, he held the conversation with some person in the Coast Guard and my papers were issued just that quick.

* * *

Q. Mr. Hennessey, did Mr. Dugan indicate to you how long he wanted you to remain aboard any particular vessel?

A. Just one trip and one trip alone.

* * *

Q. Was there any arrangement as to finances during the course of the conversation?

A. During the course of the conversations Mr. Dugan had stipulated that I would receive \$450 a month and approximately \$10 a day plus expenses during the voyages aboard vessels and that would be subtractible.

Q. Do you recall what happened when you reported to the Cities Service office before boarding the Bradford Island?

A. Yes. As a matter of fact, I walked and I was instructed—I will give you this as an explanatory note—I was instructed by Mr. John Irwin Dugan to go over to see Mr. Hamaway.

Q. Did you go down there and see him?

A. I went over and saw Mr. Hamaway and I said, "I am Hennessey."

Q. What did he say?

A. Well, he said, "Oh, Yes," and he picked up—and he had various lists and he picked up one and looked at some others and made out a boarding pass and says, "Yes, you are to go on the Bradford Island."

Q. Did you fill out an application for employment?

A. No.

Q. Did he interview you?

A. There was no interview.

At Negotiations In February

MR. HALL: What about some of the waterfront stool pigeons which agents of the marine division have hired to finger union men?

MR. ATKINS: I object to that statement that the company has had anything to do with any stool pigeons on the waterfront or any front.

At NLRB Trial In June

Q. Will you state your name, your address, and your occupation for the record.

A. John Irwin Dugan, 21 North Chatsworth, Larchmont, N. Y. I am an attorney with offices at 120 Broadway.

* * *

Q. Did you have any discussion with Mr. Lage (Cities Service's Attorney) relating to the Cities Service Company and the Seafarers International Union?

A. I did.

* * *

Q. What was the relationship between you and Mr. Lage with reference to the Cities Service Company at that time?

A. In the spring of 1948 I was retained by Hatch, Wolf and Nash (the law firm in which Lage is a partner and which represents Cities Service)...to assist them in Admiralty matters and particularly with the labor matters with which they were presently engaged and precisely with the Seafarers International Union.

* * *

A. Isn't it true, Mr. Dugan, that in addition to your being retained as an adviser in Admiralty matters you were also retained by Mr. William Lage to procure for him individuals to go aboard the vessels of the Cities Service Company

and report back to you and to him matters concerning the strength, the membership in and so forth of the Seafarers International Union?...

A. Yes.

Q. And isn't it true, Mr. Dugan, that in connection with the obtaining of this information you were paid moneys which you were authorized to pay to these individuals who went aboard ship for this information by Mr. Lage?

A. That is right.

* * *

Q. Could you tell us how you obtained them for employment and whom did you employ?

A. ...Because of my acquaintance with Intelligence functions, during the war, it was probably presumed—I was apparently selected because I might be able to supply them with personnel from that group. I approached one of the officers who had been associated with that branch during the war, and he recommended men.

* * *

Q. What three men did he recommend?

A. He recommended a man by the name of Campbell, a man by the name of Lawrence Hennessey, and a man by the name of John Bosciano.

* * *

Q. Did you employ them?

A. I employed Hennessey and Bosciano.

Q. Both those men had been members, had they not, of the Naval Waterfront Intelligence Squad during the war?

A. That was my understanding.

Q. When you employed Mr. Hennessey, what instructions did you give him?

A. I instructed Mr. Hennessey to report to me all activities on the ship relating to labor conditions. Included in that are his estimate of the strength of the Seafarers International Union on the ship and any other matter which would affect the labor relations...

* * *

Q. Lage wanted him (Hennessey) to identify the men?

A. That is correct. And he advised me he would.

Q. What identifications was to be made.

A. As to the identity of the men with any labor activities.

Q. That is whether he was SIU or CTMA?

A. That is correct.

Cities Service Throws In The Sponge

(Continued from Page 1)

pany official made it impossible for crewmembers to send or receive messages after Feb. 17, 1949, in an effort to interfere with the NLRB election set for three days later.

The tie-in between the company and CTMA was further revealed by Dugan's testimony that CTMA lawyer Albert Strasburger had gone to Lage seeking more funds for his services. Lage, it was disclosed by the witness, referred Strasburger to Dugan, hoping the latter would quiet him down.

"I told Strasburger he'd have to get along as best he could," Dugan said.

Lage did not appear at the trial, the connection between him and the company having been severed several weeks before the hearing began.

The day after Dugan appeared on the stand, the Board heard one of his men tell of his role in the company's spy setup. Hennessey testified that he had been fired from one of the CS ships to which he had been assigned after an altercation with the skipper who, he said, had made improper advances to him.

The trial ended abruptly the day after Hennessey's testimony, when the company and CTMA lawyers agreed to let the Board issue the order for terms of settlement just as David Furman, number one or-

ganizer for the company union, was about to be called to the stand for examination on charges in connection with his role in the anti-SIU campaign.

Furman had been scheduled to testify earlier but absented himself on a plea of illness.

The company's swift capitulation cut off testimony that was estimated would have run for weeks, at least, and which would have exposed other lurid and irregular practices in the plot to keep the CS seamen from obtaining SIU representation, for which they overwhelmingly voted in two NLRB elections.

In fact, the nature of the testimony heard was so startling that the Union is exploring the possibility of bringing to light other aspects of the anti-union campaign.

At no point during the hearing was the company able to successfully refute any of the charges leveled at it by the SIU.

SIU A & G Secretary-Treasurer Paul Hall hailed the company's capitulation as "one of the most significant victories in the history of maritime unionism and one of extreme value to the labor movement as a whole."

"The company was practically trapped with the blood on its hands," he said. "The entire campaign was an amazing experience."

Hall paid tribute to the SIU or-

ganizers for their effective strategy, which enabled them to see the fight through to a victorious finish, in spite of the innumerable and unprecedented obstacles placed in their way by the company.

"Director of Organization Lindsey Williams and his staff did a terrific job. They deserve to be commended not only by Seafarers, but all laboring people for their part in exposing in detail the depths to which anti-union people can sink in their hysterical and irrational campaign against trade unionism," he said.

Among the main provisions of the order are those requiring the CS Marine Division to:

1. Completely disestablish the CTMA as bargaining representative for any unlicensed personnel outside of supervisors.

2. Offer reemployment to the 159 men discharged by the company for having membership in the SIU and to pay their wages for the periods they were unemployed as a result of the dismissals.

3. Bargain in good faith with the SIU for contract covering unlicensed personnel.

4. Cease and desist from interfering in any way with the SIU, from spying upon the SIU, from discharging men for membership in the Union and from refusing to bargain collectively.

Minutes Of A&G Branch Meetings In Brief

SAVANNAH—Chairman, J. C. Thompson, 24560; Recording Secretary, Jeff Gillete, 37080; Reading Clerk, E. M. Bryant, 25006.

J. C. Haire, president of Savannah Central Labor Union and organizer for the AFL Retail Clerks Union was introduced to the membership. He made an appeal for all unions to aid in the organizing of retail clerks in Savannah. Brother Haire said that he knew of no other union with a better reputation for assisting other labor unions than the SIU and added that all members should be proud of their Union's record. Minutes read and accepted. Port Agent discussed shipping in the port, pointing out that it had been off the upgrade. He announced that Brother C. W. McCraw had been killed in an auto wreck on June 5 and that the SIU had sent a wreath to the funeral. No charges to be read. Meeting adjourned at 8:15 PM, with 40 members present.

PHILADELPHIA — Chairman, E. Higdon, 182; Recording Secretary, Don Hall, 43372; Reading Clerk, Don Hall, 43372.

Minutes of meetings held in other ports read and accepted. Agent's verbal report accepted. Secretary-Treasurer's financial report read and accepted. Dispatcher reported about twice as many men registered as shipped during the past two week period. Meeting adjourned at 7:45.

BALTIMORE—Chairman, William Rentz, 26445; Recording Secretary, G. A. Masterson, 20297; Reading Clerk, Al Stansbury, 4693.

Other Branch Minutes read and approved, except for a motion to non-concur with Galveston New Business and recommending that the shipping rules be followed. Communications were read. Motion carried not to excuse two Brothers from meeting because they had registered in two ports — Baltimore and Philadelphia. Motion carried to refer other excuses to the Dispatcher. Motion carried to accept Headquarters report as read. Port Agent said that shipping

A & G Shipping From May 24 To June 7

PORT	REG. DECK	REG. ENG.	REG. STWDS.	TOTAL REG.	SHIPPED DECK	SHIPPED ENG.	SHIPPED STWDS.	TOTAL SHIPPED
Boston.....	29	17	25	71	30	19	25	74
New York.....	134	113	114	361	89	70	85	244
Philadelphia.....	31	24	30	85	19	11	15	45
Baltimore.....	89	54	53	196	46	44	33	123
Norfolk.....	(No Figures Received)				(No Figures Received)			
Savannah.....	3	4	3	10	5	13	3	21
Tampa.....	12	15	16	43	15	11	13	39
Mobile.....	29	25	26	80	34	33	31	98
New Orleans.....	62	57	99	218	55	45	75	175
Galveston.....	(No Figures Available)				(No Figures Available)			
West Coast.....	21	20	21	62	18	15	17	50
GRAND TOTAL.....	410	329	387	1,126	311	261	297	869

was about the same as it had been in the past two-week period. The port is running smoothly. Agent said he had been in New York last week and had sat in on Cities Service negotiations. They're tough people to deal with, he said. He also announced that the case is coming up before the National Labor Relations Board on Monday. Meeting adjourned at 7:40 PM, with 301 members present.

SAN FRANCISCO—Chairman, Jeff Morrison, 34213; Recording Secretary, Frank S. Mitchell, 5661; Reading Clerk, T. M. Collins, 102120.

Minutes of meetings held in the other ports read and accepted. Agent reported shipping as being dead slow. Morrison also reported the names of members in Marine Hospital and urged the members to visit their shipmates if they get a chance. Meeting adjourned with 31 members present.

BOSTON — Chairman, C. Brown, 28800; Recording Secretary, B. Lawson, 894; Reading Clerk, W. Hamilton, 3400.

Minutes of previous Branch meetings in all ports read and approved, except for Galveston New Business on shipping rules procedure. Agent discussed shipping which had improved a bit because of the Yarmouth going into service for the summer. Agent in-

formed the membership that Brother D. W. Hunter had been killed while working on the Yarmouth at East Boston. Flowers were sent to the funeral and proceeds of a collection were sent to his widow. Meeting adjourned at 8:25 PM, with 150 members present.

MOBILE — Chairman, S. P. Morris, 44484; Recording Secretary, James L. Carroll, 14; Reading Clerk, Harold J. Fischer, 59.

Minutes of other branch meetings read and accepted. Miscellaneous reports accepted. Headquarters building report accepted with motion to concur with committee's recommendations. Agent Tanner reported shipping prospects weren't too bright with only three off-shore ships and eight coastwise and Puerto Rico vessels due to hit the port during the next couple of weeks. Tanner also reported on the status of the bill to legalize the

hiring hall. Members were urged to read the latest SEAFARERS LOG for the latest on the vacation proposal. Tanner also reported that he had secured bids on furniture for the recreation deck from all leading office equipment dealers in Mobile and stated that they would be sent to Headquarters for approval. Under New Business, motion by M. J. Carroll, 14, seconded by several, that bids on furniture also include bids for renovating and re-upholstering present furniture and all bids be sent to Headquarters for approval. Motion carried unanimously.

NEW ORLEANS — Chairman, LeRoy Clarke, 23062; Recording Secretary, Bill Fredericks, 94; Reading Clerk, Buck Stephens, 76.

Charges against five Brothers off the Del Norte read and referred to a trial committee. Min-

utes of meetings held in other branches read and approved. Agent report given by Buck Stephens in absence of Bull Sheppard, who was ill. Shipping reported as being slow, with but four payoffs, three sign-ons and 21 ships in-transit. Status of Biso Strike given. Various reports from Headquarters and Branch officials given and accepted. Under Good and Welfare Paul Warren discussed the registration requirements for Louisiana residents in coming election. Member aliens were urged to work toward their citizenship to make shipping easier. Meeting adjourned with 360 members present.

TAMPA—Chairman, R. H. Hall, 26060; Recording Secretary, W. Hall, 39256; Reading Clerk, C. Starling, 6920.

Minutes of other Branch meetings accepted as read. Motion carried to non-concur with that part of Galveston New Business dealing with men throwing in for jobs in other departments. Tampa membership feels that a man holding a book registered in one department should be allowed to throw in for any job for which he has an endorsement, providing no other Bookman throws in for the job. Agent said that shipping is holding up fairly well. Secretary-Treasurer's financial report and Headquarters report to the membership were read and concurred in. Under Good and Welfare discussions were held on the future prospects of shipping in this port and the problem of men missing ships. Fifty-four members were present when meeting adjourned.

Personals



ROBERT WM. CASEY
(W. R. Casey)

This man, recently known to have worked on dredge boats along Atlantic Coast, is asked to get in touch with W. C. Cox and Company, 208 South La Salle Street, Chicago 4, Illinois, regarding an estate.

LEROY WILSON

Your cousin, Mrs. Frank Pratt, asks that you get in touch with her at Judsonia, Arkansas, Route 1.

LOU BROWN

Vick D'India asks that you contact Susan Parham, 124 W. 71 Street, New York City.

G. H. HIRAS

"Please get in touch with me on the SS William H. Carruth, c/o Transfuel Corporation, 25 Broadway, New York City — urgent: Jimmy Morris."

WARDE FLAHERTY

Your billfold, with discharges and other papers, have been forwarded to San Francisco Branch.

CREW, WILLIAM T. BARRY

Will those men aboard this ship on March, 1948, when Jesse R. Matthews was injured please get in touch with Benjamin B. Sterling, 42 Broadway, New York City.

CREW, SEATRAN HAVANA

Men aboard this ship on January, 1950, who witnessed accident to Charles McCarthy, are asked to get in touch with Benjamin B. Sterling, 42 Broadway, New York 4, New York.

TOM F. BAILY

"Please send me your insurance policy: Mother."

ANTONIO ARENELLA

Get in touch with Trans Fuel Corporation for money due you.

JERRY PALMER

There is a letter for you from Don Brown at the Mail Room, 51 Beaver Street.

JIM BARON

Please get in touch with Tony Winnik, Benefit Street, Waterbury, Connecticut.

JESS MARTIN

It is urgent that you get in touch with Frances Goodes, 36 Newton Avenue, Baldwin, Long Island, New York.

Directory Of SIU Halls

SIU, A&G District

ASST. SECRETARY-TREASURERS
Robert Matthews Lloyd Gardner
Joseph Volpian

S U P

HONOLULU.....16 Merchant St.
Phone 5-8777
PORTLAND.....111 W. Burnside Ave.
Beacon 4336
RICHMOND, Calif......257 5th St.
Phone 2509
SAN FRANCISCO.....450 Harrison St.
Douglas 2-8363
SEATTLE.....86 Seneca St.
Main 0290
WILMINGTON.....440 Avalon Blvd.
Terminal 4-3131

Canadian District

MONTREAL.....404 Le Moyne St.
University 2427
FORT WILLIAM.....116 1/2 Syndicate Ave.
Ontario Phone 3-3221
HALIFAX.....128 1/2 Hollis St.
Phone 3-8911
PORT COLBORNE.....103 Durham St.
Phone 5591
TORONTO.....111A Jarvis St.
Elgin 5719
VICTORIA, B.C......602 Boughton St.
Empire 4531
VANCOUVER.....565 Hamilton St.
Pacific 7624
HEADQUARTERS.....512 McGill St.
Montreal Plateau 670

BALTIMORE.....14 North Gay St.
William Rentz, Agent Mulberry 4540
BOSTON.....276 State St.
Ben Lawson, Agent Richmond 2-0140
Dispatcher Richmond 2-0141
GALVESTON.....308 1/2-23rd St.
Keith Alsop, Agent Phone 2-8448
LAKE CHARLES, La......1419 Ryan St.
L. S. Johnston, Agent
MOBILE.....1 South Lawrence St.
Cal Tanner, Agent Phone 2-1754
NEW ORLEANS.....523 Bienville St.
E. Sheppard, Agent Magnolia 6112-6113
NEW YORK.....51 Beaver St.
Joe Algina, Agent HANover 2-2784
NORFOLK.....127-129 Bank St.
Ben Rees, Agent Phone 4-1083
PHILADELPHIA.....337 Market St.
S. Cardullo, Agent Market 7-1638
SAN FRANCISCO.....450 Harrison St.
Jeff Morrison, Agent Douglas 2-5475
SAN JUAN, PR......252 Ponce de Leon
Sal Colls, Agent
SAVANNAH.....2 Abercorn St.
E. Bryant, Agent Phone 3-1728
SEATTLE.....2700 1st Ave.
Wm. McKay, Agent Seneca 4570
TAMPA.....1809-1811 N. Franklin St.
Ray White, Agent Phone 2-1323
WILMINGTON, Calif......227 1/2 Avalon Blvd.
E. B. Tilley, Agent Terminal 4-2674
HEADQUARTERS.....51 Beaver St., N.Y.C.
SECRETARY-TREASURER
Paul Hall
DIRECTOR OF ORGANIZATION
Lindsey Williams

Notices

Various articles, papers, CG passes, wallets, etc. are being held for the below named Brothers in the New Orleans Hall. They are asked to write or call for them as soon as possible:

Adolf Gallafes, George Manuel Velazquez, Sydney John O'Neil, Alphonse D. Bailey, Ralph Law Russel, Harold P. Parr, Joseph W. Guiffria, Joseph W. Leonard, Felix John Frank Van Looy, John E. Logsdon, Oskar Osmundsen, William John Holscher, David Edward Foster, Hugh Cowan, Clayton Field, Edwin O.

Maxwell, James Adams, Charles C. Hurst, Richard Villafara, Martin Kelly, Oliver Celestine, Raymond Daniel Turner, Chauncey Thomas Pyle, Patrick Fox.

Marion A. Caraway, Edward F. Leasgang, Edward H. Borsage, A. McKinstry, Bk. 43280, Henry F. Hendon, M. H. Otis, P3-437, Clarence Grimes, Ira Van Bridges, Maure J. Tassin, Mitchell L. Lemoine.

John H. Quarterman, Willis C. Raines, Daniel B. Thomas, Frank W. Sloan, Jean B. Leonard, James Richards, Bera Smyley.



SHIPS' MINUTES AND NEWS

R.C. Bramble Of Del Norte Dies In B.A.

Richard C. Bramble, Third Electrician aboard the SS Del Norte at the time of his death in Buenos Aires, was buried in Norfolk, Va., on May 6, the LOG was informed this week.

The 46-year-old Seafarer died of a head injury in the British Hospital on March 16. He was in good standing and the Union paid burial benefits.

A native of Virginia, Brother Bramble was born on May 4, 1904. He began sailing on ships under SIU contract on August 2, 1947, when he obtained his permit card in the Port of Norfolk.

For a long while after that Brother Bramble sailed out of the Virginia port. Of late he had been shipping out of the Gulf.

GOT SIU BOOK

Bramble was issued an SIU book in the Port of Tampa on May 11, 1949. He had sailed on the SS Madaket and several Moran tugs. He joined the Del Norte crew last December and that ship's publication recently praised Bramble as "a good shipmate, well-liked and always willing to cooperate with his shipmates."

Dick Martinez, one of Bramble's shipmates on the Mississippi passenger ship, said that all hands were deeply saddened by the sudden passing of the ship's Third Electrician.

Brother Bramble is survived by his wife, Margaret, two sons and a daughter, all of whom reside at 553 Fisherman Road, Norfolk.

Crewmembers of the SS Del Norte sent a floral wreath to the funeral.

THEY HOLD LIVELY SHIPBOARD SESSIONS



Galley men aboard the John Hanson include, front row (left to right): G. Dendrinos, Utility; F. Mullen, 2nd Cook; M. Varinaviis, Steward; E. King, Ch. Cook. Rear row: F. Sullins, MM; W. Vandersall, NCB; C. Bogdanos, BR, and F. Rombach, MM.

Panama Boycott Gets Okay Of De Leon Crew

The boycott action planned against Panama flag ships by the International Transportworkers Federation meets with the unanimous approval of the SS Ponce de Leon crew, according to the minutes of the May 28 shipboard meeting.

A motion by Ship's Delegate Abe Rapaport "to cooperate fully with any moves made that the SIU might make to expedite the boycott."

STUDY URGED

All hands were urged to read the ITF's plan of action, which was published in the May issue of the SEAFARERS LOG.

IN THE GALLEY



H. R. Huston, Steward aboard the SS Coeur d'Alene Victory sent this photo of Lee de Parlier (left), Chief Cook, and Bill Mpontikaris, 2nd Cook and Baker, as they prepared chow for their shipmates. Huston says the ship has several photographers and more of their work is on the way.

Hanson Men Keep Close Watch On Maritime Affairs

The Seafarers crew currently aboard the SS John Hanson takes a serious view of maritime matters, especially those relating to their own welfare.

As a result, the regular shipboard meetings—and, very likely, the foc'sle chatter—are very lively and informative, as the minutes of the May 28 session indicate.

During the Good and Welfare period of that meeting, Brother Pete Previs read to his shipmates an article which appeared in a recent issue of the Baltimore Sun and which drew a clear picture of the present condition of the maritime industry, and the need for a program of action to revitalize the American merchant marine.

Crewmembers then discussed various phases of the article in which the author deplored the decline of the American merchant marine fleet since the war's end and the failure to provide a plan that would keep US flag ships on the high seas in numbers consistent with our world position.

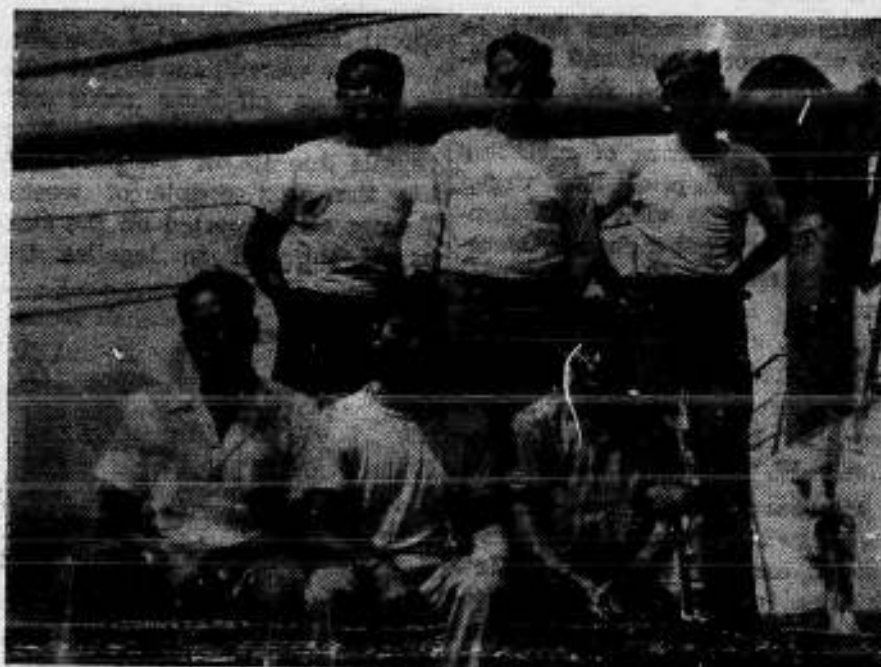
RIGHT SLANT

Previs correctly appraised the article as being beneficial to seamen and his shipmates agreed to send a letter to the Sun, expressing their appreciation for its publication.

The Hanson crew's letter also stressed that the current job situation in maritime was being aggravated by the continued existence of the Maritime training schools.

Discussion then went to the subject of Panama flag ships and their effect on conditions generally in world shipping.

The meeting was chaired by Joseph Busalacki and Richard Jordan served as recording secretary.



In the Hanson's Black Gang are, seated (left to right): Paolo Pringi, Dk. Eng.; M. Nolan, Oiler; W. Holliday, Wiper. Standing: J. Murphy, FWT; P. Simmons, FWT, and G. Daniels, Oiler. Photos submitted by L. E. Hamilton.

'Voice Of The Sea'

By "SALTY DICK"

Pat Frango was all smiles when his ship arrived in port because his wife had come from their home in Norfolk to greet him. . . . Erich Pfommer has been receiving letters from Arkansas to come home for a vacation. He declined the invites but I think he's weakening now.

While Louis Peed was showing me his new home, I grabbed a bottle of beer and he apparently still doesn't know anything about it. His home, by the way, is modern and comfortable.

In order for Jimmie Darouse to go home from New Orleans he has to wade through the swamps and beat the alligators from the path to his door. He lives in Ponchatoula, La. . . . Albert Tocho quit the sea for a brief period. He'll help out the Mrs. in the grocery store they both own.

"The Casanova of Bourbon Street" made a trip to South America and quit. On the ship he was referred to as "Mule Train." . . . Walter Jarrett had to leave his ship because of ill-

ness at home. He tells me his father is over 100 years old.

John Fontan has decided to go back to sea for awhile. His brother, Harold, is building a home and doing a good job of it. . . . Al Yarbrough landed a job on the Irenestar and was heading for Europe the last time I saw him. . . . With proper credentials, a seaman may rent a car. I'm mentioning this because many men are under the impression that they can't.

"Little Joe" Kotalik and his bride are now residing in New Orleans, where Joe is a jobber and traveling salesman. I understand that a book case is needed in the New Orleans Hall. Perhaps a crew can take care of this matter.

Bill Adams is having more trouble with his hands. May need hospitalization. This really happened recently: A friend of ours was walking along South Ferry in New York and was approached by a guy, who asked him for a dime. Our friend replied that he was broke, whereupon the solicitor took him into a nearby joint and bought him coffee and doughnuts.

Ray Flynn's hobby is to go to different restaurants to try out different foods. Sea food is his favorite. He generally sails as a Chief Pantryman (salad maker). . . . Did you know that butter in Buenos Aires contains no salt? . . . Just heard that Joe Powers is Lounge Steward on the Alcoa Cavalier.

Complete Text Of Welfare Agreement Signed By SIU-Contracted Operators

(Continued from Page 4)

all Trustees and alternate Trustees shall serve for terms lasting for the duration of any new trust or extension hereof. Employer Trustees or their alternates may be removed at will by the Employers and Union Trustees or their alternates may be removed at will by the Union.

7. Except as provided in Paragraph 6 of this Article, a Trustee can be removed only for malfeasance in the execution of his trust. Any Employer or the Union may initiate charges of malfeasance against a Trustee by filing such charges with the other parties to this agreement and with the Trustees. Such charges shall be referred by the Trustees to a Board of Inquiry which shall consist of an equal number of members appointed by the Employers and by the Union. The members so appointed shall attempt to agree upon an additional member to act as impartial chairman and if within a period of five days an impartial chairman is not agreed upon then application by the Trustees shall be made to a Judge of the United States District Court for the Southern District of New York, who at the time is sitting in chambers, for appointment of an impartial chairman. All records and other information available to the Trustees shall be made available to the Board of Inquiry. If a majority of said Board of Inquiry finds that a Trustee has been guilty of malfeasance he shall be removed and may not thereafter be eligible to serve as a Trustee or alternate Trustee. All expenses incident to a Board of Inquiry shall be a proper charge against the Fund and the Trustees are authorized and directed to pay such expenses, including the fees, if any, of the members of the Board.

8. If for any reason a Trustee cannot serve or resigns or is removed before the expiration of the term for which he is appointed, his alternate shall succeed him until a successor is appointed in the same manner as the Trustee to whose office he is succeeding and, subject to Paragraphs 6 and 7 of this Article, shall complete the unexpired term.

9. Any Employer Trustee or alternative Employer Trustee is authorized and empowered to call a meeting in the City of New York, N.Y. of the various employers who are subscribers to this instrument upon five (5) days written notice and such a meeting shall be called whenever a vacancy occurs in the office of Employer Trustee or alternative Employer Trustee. An individual may, at any such meeting, represent more than one Employer and any Employer shall forfeit the right to vote at any such meeting at which he fails to appoint and have present a duly authorized representative but such forfeiture shall in no way relieve such Employer of his obligation to be bound by any action taken or decision made at such meeting.

ARTICLE V

Authority and Liabilities of Trustees

1. The Trustees shall have the power to require each Employer to furnish appropriate information to establish that he is making full payment to the Trustees of the amounts required as set forth in Article II, Paragraph 1 hereof.

2. The receipt given by the Trustees, or any person acting with their specific authority, for any moneys or other things of value shall effectively discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see to the application of such moneys or other things of value or be answerable for the loss or misapplication thereof.

3. The Trustees by majority vote may obtain administrative, consultative, legal, technical, and other services and assistance which in their opin-

ion are necessary or advisable in the sound and efficient operation of the Plan and to affectuate its purposes and objectives and all expenses incident thereto shall be a proper charge against the Fund.

4. At the first meeting of the Trustees, they shall elect a Chairman and a Secretary whose terms shall commence on the date of their election and shall continue for one year, or until his or their successors have been elected. At no time shall both such offices be held by Trustees designated by the same party.

5. Meetings of the Trustees shall be held at such place or places as may be agreed upon by the Chairman and the Secretary and may be called by the Chairman or the Secretary upon five days' written notice and may be held at any time without notice if all of the Trustees consent thereto. Individual members of the Board of Trustees may not take any action for or on behalf of the Trustees between meetings, except as may be specifically authorized in writing.

6. The Trustees shall keep full minutes of all their meetings, resolutions and actions. In the absence of the Chairman, the Secretary shall act as chairman and shall appoint another Trustee from the group of Trustees to which the absent Chairman belongs to act as secretary for the meeting. In the absence of the Secretary, the Chairman shall appoint another Trustee from the group of Trustees to which the absent Secretary belongs to act as secretary for the meeting. In the absence of both the Chairman and the Secretary, there shall be made *pro tem* appointments by the Trustees present.

7. The Trustees shall cause to be kept true and accurate books of account and records of all their transactions as Trustees which shall be audited annually by certified public accountants, or more often as may be determined by the concurrent action of the Employers and the Union. The cost of all audits shall be a proper charge against the Fund and the Trustees are authorized and directed to pay such charges. Copies of all audits shall be furnished to each of the Trustees, to the Administrator, to each of the Employers and to the Union. A statement of the results of such audits shall be available for inspection by interested persons at the office of the Administrator and at such other places as may be designated by the Trustees.

8. Each Trustee shall be protected and held harmless in regard to any action which may be taken upon any paper or document believed by him to be genuine and to have been made, executed, or delivered by the proper parties purported to have made, executed, or delivered the same; and no Trustee shall be held liable for any action taken or omitted by him in good faith, nor for the acts of the Administrator or any agent or employee selected by the Trustees, nor for any act or omission of any other Trustee.

9. The Trustees are authorized to formulate and promulgate any and all necessary rules and regulations to facilitate the proper functioning of this Plan, provided the same are not inconsistent with the terms hereof.

10. The Trustees shall appoint an Administrator as provided in Article VI, Paragraph 1 hereof, and may delegate any of their ministerial powers or duties hereunder to him or to any of their agents or employees; provided, however, that the Administrator and any such agent or employee authorized to have access to money or things of value belonging to the Fund, shall obtain a fidelity bond in such amount and secured by such security company as the Trustees shall determine.

11. Any Trustee or alternate Trustee may resign by instrument in writing executed for that

purpose and delivered to the remaining Trustees; provided, however, no vacancy or vacancies in the office of Trustees shall impair the powers of the remaining Trustees acting in the manner hereinabove provided to administrator the affairs of this Plan; and further provided that for the purpose of determining the voting strength of the Trustees any unfilled vacancy shall be considered an absence and the provisions of Article IV, Paragraph 4 hereof shall apply.

ARTICLE VI

Administrator and Records

1. The Administrator specified in Article V, Paragraph 10 hereof, shall be appointed as follows:

In a meeting of the Trustees held for the purpose of appointing an Administrator, the Employer Trustees shall submit a list of twelve (12) persons as nominees for the position of Administrator and the Union Trustees shall select from the list one (1) individual who shall be the Administrator.

2. The Employer Trustees or the Union Trustees may initiate charges of malfeasance or misfeasance against the Administrator and such charges shall be referred to a Board of Inquiry under the procedure set forth under Article IV, Paragraph 7, hereof. In the event the Administrator resigns or is removed or for any reason is unable to perform his duties, a meeting of the Trustees shall thereafter be held as soon as practical for the purpose of appointing a new Administrator as provided in Paragraph 1 of this Article.

3. The Administrator shall perform the duties delegated by him by the Trustees and his salary and the salaries of his assistants, clerical or otherwise, shall be fixed by the Trustees and shall constitute a proper charge against the Fund.

4. Each of the Employers shall furnish to the Trustees, through the Administrator, necessary and appropriate records pertaining to their respective Employees, including records of the names and classifications of such Employees; the number of days worked by such Employees with place of employment; Social Security numbers, if any; identification numbers of the U.S. Coast Guard, and any other information that the Trustees may require in connection with the sound and efficient operation of the Plan. The Union shall furnish to the Trustees, through the Administrator, necessary and appropriate records or other information available to the Union pertaining to the Employees as defined in Article I, Paragraph 3 hereof, which the Trustees may require in connection with the sound and efficient operation of the Plan.

5. All claims for benefits shall be presented to the Administrator who shall, with reasonable promptness, certify to the Trustees that the records available to him indicate that each benefit claimed is or is not properly payable. The Trustees, by majority vote, shall have full authority to determine all questions of coverage and qualification to participate in and receive the benefits of the Plan and shall have the power to construe the provisions of this Agreement and the terms used herein and any such questions so determined or any construction so adopted by the majority of the Trustees in good faith shall be binding upon all parties and persons concerned.

ARTICLE VII

Arbitration

1. In the event the Trustees cannot decide any matter or resolve any dispute because of a tie vote, then and in such event the Trustees shall

(Continued on Page 14)

(Continued from Page 13)

attempt to select an impartial arbitrator. If the said Trustees cannot agree on an impartial arbitrator, application shall be made to the Judge of the District Court of the United States for the Southern District of New York who, at the time, is sitting in chambers, for the appointment of an impartial arbitrator.

2. The decision or award, which shall be in writing, shall be final and binding on all parties and persons concerned, it being the intention that such written decision shall be made within five regular working days after the Impartial Arbitrator receives all the evidence.

3. In the event of an arbitration, the expenses thereof, including the fee, if any, of the Impartial Arbitrator, shall be a proper charge against the Fund and the Trustees are authorized and directed to pay such charges.

ARTICLE VIII

Miscellaneous

1. The Employer contributions paid, or to be paid, into the Fund shall not constitute or be deemed wages paid or due to Employees, nor shall the Fund in any manner be liable for or be subject to debts, contracts, obligations, or liabilities of any of the Employers or the Union or any of the Employees.

2. None of the Employers or the Union shall in any way be liable in any respect for any of the obligations of the Trustees because such Trustees are officers of or in any way associated with any Employer, or the Union; it being the intention that each of the Trustees designated as a representative of the Employers, or of the Union, acts as a representative in a statutory sense only and not as agent of any person, firm, corporation, or organization.

3. Whenever this instrument specifies that the Employers are to perform any obligation or duty or may perform any function or take any action, as provided for in Article IV, Paragraphs 1, 6 and 7, Article V, Paragraph 7, and Article VIII, Paragraphs 7 and 8, hereof, such collective obligation, duty, function or action shall be determined in accordance with and under the provisions of Article IV, Paragraph 2 hereof.

4. This Plan is accepted by the Trustees in the State of New York, and, regardless of the domiciles of the parties hereto, shall be interpreted and governed in accordance with the laws of that State.

5. The place of business of the Fund shall be New York, New York. Any written communication to an Employer Trustee, individually, shall be deemed properly addressed if addressed to the office of such individual Trustee and any written communication to the Employer Trustees, collectively, shall be deemed properly addressed if addressed to the office of the Administrator. Any written communication to the Union Trustees, either individually or collectively, shall be deemed properly addressed if addressed to the headquarters of the Union in New York.

6. The Plan shall not become effective until the contributions or payments thereto by the Employers shall have been approved by the Bureau of Internal Revenue as proper current deductions for tax purposes.

7. This Agreement and Declaration of Welfare Plan and the trust created hereby shall continue until midnight, June 30, 1955, and the provisions hereof may be amended at any time by an instrument in writing executed by all of the Employers and by the Union and subscribed to by the Trustees; provided, however, that no amendment shall alter the purpose of the Plan or divert the Fund to any use other than for the exclusive benefit of Employees qualified to receive the benefits, or their dependents, or beneficiaries or next of kin.

8. If the trust herein created is not extended for a specified period from its termination date, the Trustees shall, upon termination or liquidation of the trust and the fulfillment of the purposes specified in Article III hereof, transfer any surplus moneys in the Fund to any new or other trust fund or welfare fund that may be created

by and between the Employers and the Union. If the trust herein created is not extended and no new or other trust fund or welfare fund is created by and between the Employers and the Union, then and in such event, the Trustees shall continue after the termination date hereof to perform and carry out the provisions of this Plan on the basis that all Employees then qualified to receive the benefits of the Plan shall continue to remain qualified until the disbursements of the moneys in the Fund reduce the Fund where the moneys left are too small, in the judgment of the Trustees, to be used to effectuate the purposes of the Fund when such residual moneys shall be given to such seamen's charity or charities as the Trustees in their discretion shall determine.

9. Income on the Fund, if earned, is incidental only and the Fund is not intended to produce income other than as may be collateral or in-

cidental to its operation and the providing of benefits and to avoid waste. Should any income be earned, it shall be credited to the Fund and shall with reasonable dispatch be applied and expended for the purposes of the Plan. In the event the Trustees decide to invest or reinvest any of the moneys received by them, such investments or reinvestments may be in such stocks, bonds or other securities or property as the Trustees in their sole discretion may determine; provided, however, that no investment or reinvestment shall be made other than investments in which funds of life insurance companies, organized under the laws of the State of New York, may be legally invested.

10. This Agreement and Declaration of Welfare Plan may be executed in a number of counterparts, each of which shall have the force of an original. Subscribing Employers are not required to execute more than one counterpart.

Report Of Negotiating Committee

We, the undersigned members of the SIU Negotiating Committee, hereby make the following report and recommendations on the matter of the Welfare Plan.

We have negotiated on this matter of welfare with SIU-contracted operators for a period of over 6 months. We have come to a final agreement with the operators and attached hereto is a complete copy of the contract we have negotiated, subject to the approval of our membership, as per our constitution. (The complete text of the Welfare Contract begins on Page 3.)

This contract, among others, makes the following provisions:

1. The SIU Welfare Plan will not be administered by any insurance company as is the case in other union welfare plans, but instead, will be handled by representatives from both the Union and the company as prescribed by law. Not using an insurance company will save considerable money. The actual business functions of the Plan will be handled by an Administrator, who will work according to the contract and under supervision of the Union and Company trustees.

2. The Union has the right to negotiate new types of benefits other than those of hospital and death. Such new benefits will be negotiated on the basis of the amount of money on hand in the fund and the ability of the Fund's income to pay same.

3. The Plan at this time calls for weekly hospital benefits of \$7.00 and death benefits of \$500. These payments will be paid in the same manner as are the regular Union Hospital and Death Benefits paid now. In any event, there shall be no wait for any of our members for receipt of their benefits.

Your Committee feels that this Welfare Contract, as it is negotiated, represents a great achievement for our Union. It is to be pointed out to the membership that the benefits we have agreed to pay under this Plan are at this time

few in number, and small in amount of money. The reason for this is that your Union Negotiating Committee feels that, before such a Welfare Plan as ours is called on to spend too much money, we should first ascertain as to just what the entire cost will run into and the manner in which it will operate. By starting in a small manner, we can iron out any kind of kinks in the process before we increase the size of our benefits.

In addition, by starting out by paying benefits in the amounts shown in this report, it will allow the Welfare Plan to build up a cash reserve of funds in such a manner so as to continue the successful financial operation of the Plan itself.

The membership is to be made aware of the fact once again that, once the Plan is functioning, and we see that we have the necessary cash reserves on hand and the income comes in properly, we can at that time, if we see fit, re-negotiate any type of new benefit our membership may feel is necessary for the welfare of our people.

In view of this, we therefore recommend the following:

1. That this entire report and contract be published in the current issue of the SEAFARERS LOG, so that all of our members will have full opportunity to read this contract in its entirety.

2. That this contract and report be read at our next regular meeting to be held on June 21, 1955, and action be taken simultaneously in all Branches.

3. That copies of this issue of the SEAFARERS LOG wherein this report and contract are carried be mailed into every SIU ship, so that they will have an opportunity to vote on this matter also.

We recommend to our membership, whether ashore or on ship, that this contract and report be accepted in their entirety.

PAUL HALL LINDSEY WILLIAMS
ROBERT MATTHEWS LLOYD GARDNER
JOSEPH VOLPIAN JOSEPH ALGINA

Welfare Plan Milestone In History Of Seafarers

In light of the sudden and dramatic developments in Cities Service, the signing of the Welfare Plan in its final form is forced to share the spotlight of events in the SIU.

In the long run, however, it must be conceded that the securing of the Welfare Plan promises the greatest of rewards to the men of the SIU. Cities Service is a brilliant victory for the Union in the field of organizing.

In winning the Welfare Plan the Union can again take bows. Here the Union has demonstrated labor statesmanship. The SIU and SUP were the first union to win a welfare plan and thus open the door to greater security for the men who make their living sailing the seas.

The benefits to be paid under the plan at its inception do not appear to be tremendous, nor does the Union claim that they will eliminate all of the problems facing the men of the industry. But, and for this the Negotiating Committee deserves praise, the program has been set up in such a way that the initial benefits are modest so as to put no strain whatsoever on the Fund. As time passes and the Fund swells the payments will, undoubtedly, increase and other provisions be incorporated into the plan. The knowledge of other welfare plans which started off big and ended bankrupt in short order were too familiar to the committee to allow any such errors. Time will undoubtedly prove the welfare plan to be one of the greatest steps ever taken by the SIU. The events of the past few days will mark this as another hour of greatness for the SIU.

Digested Minutes Of SIU Ship Meetings

BULL RUN, April 4—Daniel Butts, Chairman; Norman Kramer, Secretary. Ship's Delegate reported on beef on lodging while ship was in drydock. Motion carried to have Patrolman see Captain about turning more men to on various jobs. Patrolman also to check on safety equipment aboard ship. Suggested that attempt be made to have library placed aboard ship in the next port.

ALCOA CORSAIR, April 10—W. Higgs, Chairman; J. Roberts, Recording Secretary. Ship's Delegate read interim agreement between SIU and Cities Service. Motion carried to allow Ship's Delegate to use his own judgment in renting motion pictures. Under Good and Welfare, a number of Brothers took the floor and several pointed out that the victory in the Cities Service fleet was just further evidence of the correctness of SIU policy.



ELLY, April 5—Arthur Kavel, Chairman; Walter Husson, Secretary. Delegates reported all okay. John Fedesovich was elected Ship's Delegate. Motion (by Boucher) carried to have all engine heads, showers and decks in Black Gang quarters painted. Suggested that all cots be washed and returned to Steward.

MOSTANK, April 6—H. Stevens, Chairman; W. A. Hendershot, Secretary. No beefs, except for 2nd Pumpman's disputed overtime. W. A. Hendershot elected Ship's Delegate. Steward suggested that gangway watch be kept in all ports for security of ship's gear and stores. Patrolman to check medical supplies for penicillin. Steward to see Captain about new percolator for crew's mess.

JOHN HANSON, April 2—Gil Holloway, Chairman; Fred England, Secretary. Delegates reported not a single beef in any department. Motion carried to allow delegates to transact ship's business with Patrolman before business of individuals. Discussion on compulsory vacation issue, with several men airing views—pro and con. Ship's Delegate said it was long time since he had experienced cooperation such as he got aboard this ship.



TADDEL, April 2—Frank Borst, Chairman; James Kaup, Secretary. Committee to be formed to write members of Congress urging that bill legalizing maritime hiring halls be passed. Disputed overtime in Deck and Engine departments; no other beefs. Situation regarding firing of Steward referred to Patrolman. Suggested that draws be made earlier upon arrival in port. Vote of thanks given to Stewards department for excellent meals and service.

SEATRAN HAVANA, April 13—R. Wisam, Chairman; F. Gorenflo, Secretary. Kristensen elected Ship's Delegate. Motion carried to study present issue of the LOG and if agreeable to



have the LOG sent in the present Overseas Edition. McLemore elected Engine Delegate. No one to handle bread with dirty hands.

CHRYSTAR, April 13—L. E. Jarvis, Chairman; J. F. Ross, Secretary. Ship's Delegate reported that Patrolman will be aboard for payoff, that needed supplies will be obtained and that certain repairs have to be made. All stores are to be checked before vessel's departure.

ROBIN KETTERING, April 2—Elbert Hogge, Chairman; Robert McCulloch, Secretary. Deck Delegate Larry Laronde said no beefs pending in his department. Engine Delegate Barney Speegle read charges against three men. Stewards Delegate Stanley Cooper reported all's well except for two hours disputed overtime. Ship's Delegate John Tilley discussed charges. Brother Covaleski agreed to donate \$10 to LOG for Brother standing his watch.



STEEL ADVOCATE, April 17—C. Rice, Chairman; C. C. Seelig, Secretary. Beef was tabled to be discussed under Good and Welfare. Agreed that Chief Cook and Second Cook are to work with Steward in preparing menus, and that Steward get Third Cook on the ball in cleaning the galley. Discussion on how to make the delegates jobs easier. Washing machine not to be overloaded.

STEEL NAVIGATOR, April 16—J. R. Mason, Chairman; D. Maxwell, Secretary. Department Delegates reported. Engine: Short one Fireman, who missed ship in Penang; Deck: some disputed overtime. Workway picked up in Singapore, an SIU man out of the hospital. He is not doing any work, as per Union agreement. Thomas Heaton injured while cleaning holds. Ship's fund contains \$20.

ALCOA ROAMER, April 20—Doug Craddock, Chairman; M. A. Machel, Secretary. All okay in departments, except for 18 hours disputed in Deck. Motion carried in favor of new overseas edition of LOG in preference to the Bulletin. Motion carried that all men be assessed for LOG instead of maintaining it by donations. Patrolman to see Mate about equalizing overtime. Discussion by Steward on way ship was stored last trip and his recommendations on how to improve it this trip.

STEEL MAKER, April 30—E. F. Lessor, Chairman; T. Conception, Secretary. All okay in three departments, except for some disputed overtime in Black Gang. A. H. Southers elected Ship's Delegate. Under Education it was brought out that as citizens and Union members we have job to do with Congressional elections just around the corner. It is our duty to write to Congressmen to remedy injustice of Taft-Hartley-ban on Union Hiring Halls.

HARRY T, April 5—Walter Hallett, Chairman; F. B. Vorkamp, Secretary. All okay in all departments. New library to be put aboard in Tampa. Laundry and rec room to be cleaned alternately by each department. General discussion by crew, delegates and chairman regarding shipboard conditions. Men reminded that this is first voyage under SIU contract and that they should act accordingly.



GADSDEN, April 30—P. J. Pedersen, Chairman; S. T. Butler, Secretary. Six hours disputed overtime in Deck Department; overtime and breakfast beef in Engine, and no beefs in Stewards department. Crew was asked not to leave clothes in washing room. Suggested that we ask for wind chutes for all portholes for next trip.

CLAIBORNE, April 23—John Alstatt, Chairman; G. Thobe, Secretary. Ship's Delegate reported that there is now \$25.92 in ship's fund. No beefs. Repair lists to be given to the delegates. Washing machine to be kept as clean as possible by all using it.

YAKA, April 30—Tex Suit, Chairman; Edward Robinson, Secretary. No beefs. Joseph elected Ship's Delegate by acclamation. Discussion on proposed one-year shipping rule. Comrie, DM, suggested that washing machine be purchased at payoff. It was agreed that he be designated to collect \$2 from those wishing to contribute to purchase of the machine.

Says Frisco Agent Rates Among Best

I'd like to give a plug to one of the best agents ever to hit San Francisco. I am referring to Jeff Morrison, of course, a busy man in this Sunny California port. Jeff is well-liked by the local populace and is very popular with the membership. Sometimes a little praise helps a guy when he thinks no one appreciates his good work. I think every Seafarer hitting this port appreciates the attention and representation they get from Jeff Morrison.

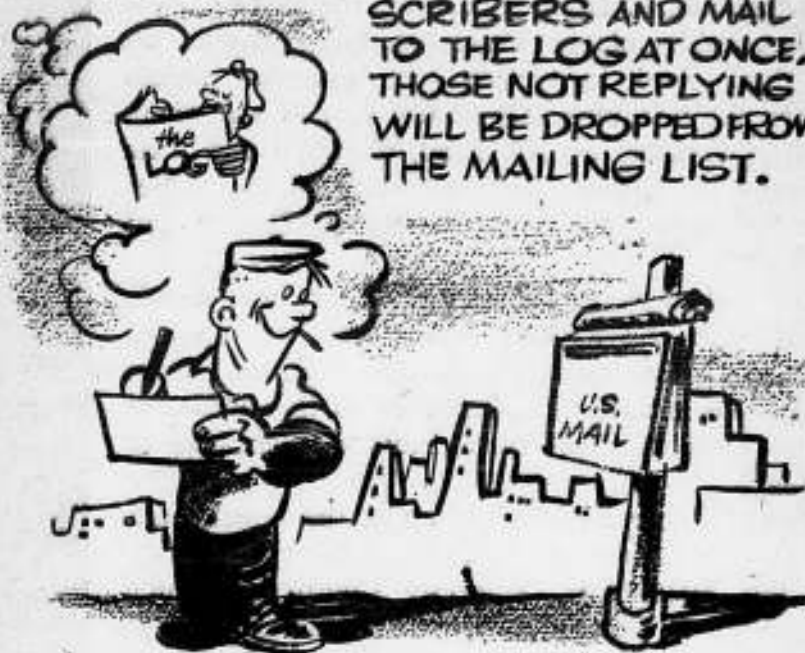
Harry (the Horse) Pitt

ATTENTION!

If you don't find linen when you go aboard your ship, notify the Hall at once. A telegram from Le Havre or Singapore won't do you any good. It's your bed and you have to lie in it.

Seafarer Sam says:

IF YOU WANT TO CONTINUE TO RECEIVE THE LOG AT YOUR HOME, BE SURE TO FILL OUT THE PREPAID POSTCARD SENT TO ALL SUBSCRIBERS AND MAIL TO THE LOG AT ONCE. THOSE NOT REPLYING WILL BE DROPPED FROM THE MAILING LIST.



CUT and RUN

by Hank

The latest news from Eddie Eriksen aboard the Waterman scow, SS Southland, is interesting. He went home to Copenhagen, Denmark, and enjoyed all the smorgasbord he wanted. Scheduled to hit the states around June 23, the scow left Rotterdam and Bremerhaven and is going to the good ports of Bremen, Antwerp, Liverpool and Dublin. Crewmembers of the Southland prefer the Overseas Edition of the LOG, by the way. Eddie mentions that all Waterman crews never have enough time to hit any place but the Habourg House in Rotterdam—which he recommends sending some LOGS to. Two more items about this scow! Brother Gapac is Steward and there's a coca-cola machine aboard, too. . . . Charlie Evans, who had been on the beach for three weeks, grabbed an AB's job on the SS Steel Apprentice. That's good shipping, indeed. . . . Russell Lund is now homeward bound to sunny California after voyaging aboard the 29-year old SS Anniston City, an Isthmian wagon. Russ says there were only 22 days of shore leave in the five month trip they had. . . . Brother "Happy" Harper says he met Brother "Tex" Morton recently.

A vote of thanks to the crewmembers of the now laid-up scow, SS Thomas Sim Lee. According to Brother Willis Thompson when he was here in New York recently, they all did a bang-up job of protecting the SIU from vicious anti-labor legislation. . . . "Blackie" Mancino is in town right now. . . . Buddy Benson was or still is in town, too. . . . Other Brothers in Town—Tom Hale, Charlie "Carioca Red" Benway, who has been anchored here since February after doing some Seatrain sailing; Kenneth Marston, who says he went home to Norway for some time. Waterfront employment is in good shape, he says. . . . T. E. Maynes. . . . George Frank, who is waiting for a European run. . . . Carl Lawson and "Red" Shea who finished one of the best trips they ever had, we're informed. . . . Bosun Roderick Smith is in and his shipmate Frank Moran is out. Frank is out catching the sunshine of Coney Island aboard the SS Sandpaper—oops, we mean, SS Sandcraft. Frank, no doubt, still believes a man's best friend is a horse. Sometimes, Frank, sometimes.

According to Brother Howard Lewis, the St. Charles Tavern in New Orleans is a good, quick place for seamen. . . . We're informed that Brother Virgil Harding is aboard the SS Morning Light. Happy sailing, Brother Harding. . . . Brother Glick recently had a discussion about how many scows Bull Line took over last year—from another company. Only two, the good ships Puerto Rico and Ann Marie. . . . Not mentioning red peppers we'll just say that Pete De Pietro sailed into New York recently. . . . "Red" Beers, the West Coast bartender, is doing some landlubbing bartending out Chicago way. . . . We wonder if Pete Gvozdoch eventually sold that heavyweight piece of gear he lugged into town—that accordion? . . . We're wondering how Norman "Red" Kirk from Baltimore and Danny Merrill from Mobile are doing right now?

If you hear somebody laughing all the time and talking a bit of several foreign languages you'll understand. It's only Ed Larkin becoming Americanized again. . . . We don't know how true it is but, according to the Brother reading the new novel, "The Cardinal," Brother Duke Livingston, the wrestler and a steady New Yorker, is in the New York-made movie about a wrestler called "Mr. Universe" with Jack Carson of Hollywood.

The Seafarers In World War II

By JOHN BUNKER

CHAPTER 10

THEY MADE THE BEACHHEADS PART I

Oran, Casablanca, Avola, Gela, Salerno, Anzio, Guadalcanal, Normandy, Leyte, Okinawa . . .

Memorable places these, stepping stones on the long road to victory—the invasion points where the tide of battle finally turned and then, surging forward on the flood, engulfed the Axis in a deluge of men and materiel as the Allies marched inexorably toward Rome, Berlin and Tokio.

SIU ships made these and other beachheads along with the assault troops and the landing craft, and the names of far-flung battle shores became as familiar to Seafarers as the names of towns back in New York, Indiana, Nebraska or Texas.

One of many SIU freighters at the beachheads was the SS Jonathan Grout, a Liberty operated by the Mississippi Shipping Company, which helped carry British troops from Alexandria for the invasion of Sicily in the morning of May 10, 1943.

PEACEFUL SICILY

It was an idyllic day as the Jonathan Grout approached the hill-fringed Sicilian shore, and were it not for the firing of monitors and destroyers, for bits of wrecked gliders and dead paratroops bobbing grotesquely about in the placid tide, the war would have seemed a thousand miles away.

But the summer calm was broken that afternoon, when Stuka divebombers came roaring down onto the invasion fleet with sirens screaming in their noses as they dived, a wailing cry that was intended to strike terror in the hearts of the gunners below.

Gunners on the Jonathan Grout and the other ships weren't impressed, however. The three-inch bow guns on the Liberties, the oerlikons and the bofors threw so much steel into the sky that the divebombers didn't make a single hit.

The enemy didn't give up—not by a long shot, they didn't. They launched 50 raids against the anchorage at Avola during the next five days.

Armed guard and merchant crewmen slept at the guns, while the British stevedores unloaded bombs, canned gasoline, trucks, tanks, food, and the myriad other implements of war, knocking off only when the sirens moaned the approach of more raiders and the lights of the anchored ships blinked off.

On the afternoon of July 11, three flights of high-level bombers—15 in all—swept over the convoy so high that it was futile to fire the 20-millimeters. The bombs left the belly of the droning raiders like tiny, shimmering pinpoints of light.

'NICK OF TIME' ESCAPE

The first salvo shook the Jonathan Grout as though she had been rammed, but all were near misses, partly because the bridge signaled the engineroom for "full ahead" and, moving from a dead stop, the ammunition-laden vessel scurried away from the falling bombs in the nick of time. Not so lucky was a Dutch ship, hit by bombs and sunk nearby.

When hot shell fragments started a fire amid gasoline tins in a forward hold of the Jonathan Grout, two ABs instantly climbed into the hold and put it out.

Just before noon on July 13, without any air raid warning, a pair of Stukas dropped over the mountains that lined the bay, and plummeted onto the anchorage with their engines cut out.

Lookouts saw them too late. So sudden and so silent was the attack that not a shell was fired at them till they had blown their target to pieces and were skipping safely back to their bases.

The first plane dropped two bombs into an open hold full of ammunition on the Liberty



Official Coast Guard photo shows invasion and supply ships crowding waters off Normandy Beach. Floating above them are barrage balloons, protection against low-flying enemy planes.

ship Timothy Pickerin (SUP), which had arrived at the anchorage only a few hours before and was still crowded with troops.

There was a blinding explosion. Tongues of flame roared out of the stricken ship a thousand feet into the air, followed by whirling clouds of smoke.

It may have been red hot hull plates from the exploding Liberty, or bombs dropped by the second Stuka, but a tanker nearby was set afire and exploded in a flaming holocaust soon after.

In a few minutes both ships were nothing but twisted, shattered masses of steel, resting on the bottom with only their masts protruding above the surface. Of the 192 crewmen and British troops on the Timothy Pickering, only about a dozen survived.

TWO-TIME LOSER

The attack had lasted only a minute at the most.

Another Liberty that saw exciting action in Italian waters was the James W. Marshall (SUP).

Arriving at Salerno just two days after the invasion, she was hit and set afire by a 250-pound bomb that smashed through the bridge and wounded several men at the guns.

The fire was quickly extinguished by quick action on the part of the crew, and she continued discharging her ammunition, guns, trucks and gasoline.

Two days later she was hit again, this time by a heavy bomb that went through the top deck of the ship into the main deck before exploding among GIs who had taken refuge in the mess-room.

And thrilling tales aplenty can be told by the men who took supplies to 5th Army troops holding the beach at bloody Anzio.

For months the British and Americans had held a costly strip of beach and marshland 30 miles south of Rome, and all the while they were supplied by merchant ships for whom "destination Anzio" also meant "destination front line."

The SIU-manned Liberty ship Lawton B. Evans had 4,000 tons of gasoline and ammunition in her holds when she arrived at "Peter Beach," Anzio, from Naples on January 22, 1944.

No sooner had she dropped the hook than the

Germans opened up on her with long-range artillery. Shells hit within 50 feet of the ship and shrapnel peppered the decks like BB shot.

Captain Harry Ryan "up anchored" as soon as steam could be turned on the windlass, and they sought a safer spot. But the Germans got their range again and shells splashed too close for comfort. It was "up anchor" again . . . a game of hide and seek which went on for most of the day.

During the next four days, gunners and crewmen ran to battle stations time after time, for one air attack was quickly followed by another, and between raids the Germans plopped big shells onto the anchorage.

The grind of the anchor chain through the hawse pipes lent a mournful accompaniment to the drone of airplanes and the whistle of shells—they called them "Whistling Williams."

It was on the 29th of January that the Germans tried out the radio-controlled glider bomb on the ships at Anzio. The USS Philadelphia and two freighters were victims during the first attack of this kind.

THREE BOMBERS DOWN

Through it all the Lawton B. Evans proved herself a fighting ship, fit to battle with the best of them.

When Stukas and Junkers attacked the anchorage, her gunners knocked one of the Junkers down with 20-millimeter fire, then blew a divebomber to pieces with the three-inch fifty on the bow.

Two days later they bagged another divebomber that got too near their guns. On the same day, the Lawton's gunners blasted a glider bomb out of the sky before it could do any damage, and followed that up by obliterating still another divebomber. A carburetor from the plane landed on the Lawton's deck and was kept as a souvenir.

It was fortunate that the Lawton's gunners did shoot well for, soon after blowing up the glider bomb, another of these strange missiles hit the Liberty ship Samuel Huntington, setting it afire and causing an explosion that rent the ship apart.

Long will SIU crews remember the shuttle run to "bloody Anzio."