



West Coast Sailors

Official Organ of the Sailors' Union of the Pacific

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Friday, January 21, 2005

LMSR award fight shifts to federal court in San Francisco

After being given every indication that the Government Accountability Office (GAO) would side with Military Sealift Command (MSC) over the agency's misguided August 31, 2004 award of nine Large Medium Speed Roll-On/Roll-Off (LMSR) vessels to American Overseas Maritime Corporation (AMSEA), a subsidiary of General Dynamics, SUP-contracted Patriot Contract Services (PCS) on December 22, withdrew its protest with GAO and simultaneously filed a complaint with the United States District Court for the Northern District of California in San Francisco seeking to overturn the award to AMSEA. On January 11, Patriot filed an amended complaint strengthening the company's arguments even further. According to Patriot Chief Operating Officer Saunders Jones, the amended complaint "provides us with a full range of legal options not available in a GAO protest."

In the federal complaint to be heard by Judge Martin J. Jenkins, Patriot alleges that MSC improperly conducted the award by "(1) conducting a technical evaluation that either ignored or masked Patriot's superior experience and capability with respect to operating ships of a similar size and type in comparable operating environment to that contemplated under the solicitation; (2) failing to recognize serious risks inherent in the Awardee's staffing plan; (3) crediting the Awardee for port engineers that the company clearly had no intention to provide given that AMSEA only began an aggressive campaign to hire such individuals after it received the award; (4) irrationally evaluating past performance; (5) conducting improper 'best value' analysis that effectively converted the procurement into one where price, rather than technical merit became the decisive evaluation criterion; (6) MSC's award decision was not in accordance with applicable procurement law; and (7) MSC's award decision breached its implied contract to evaluate all offerors in an equal manner."

The lawsuit shines a light on the subjective nature in which contracts are awarded. It is more than disturbing to believe that MSC actually took this contract away from Patriot. For instance, AMSEA did not score higher than Patriot in any technical category, but Patriot, did in fact, score equal to or higher than AMSEA in all technical categories. During Patriot's debriefing of the award, MSC identified the following with respect to Patriot's strengths: "Experienced people and management systems in place."

They received the newbuild LMSRs from the shipyard and worked to identify and correct, as much as possible, builder defects.

- Patriot has operated the LMSRs with confidence under severe conditions around the world.

- No LMSR failed to sail at any time due to personnel shortages in spite of MSC's added-on requirements of "vetting" and inoculations and the severe demand on the manpower pool when all of MSC's surge ships and many of the Maritime Administration's Ready Reserve Force ships were activated at the same time. Patriot's key personnel bring considerable experience from the commercial world and have instituted best practices aboard our ships. Their crews

continued on page 2

Maritime Security Program agreements awarded; APL retains current nine vessels

SUP ratifies amended collective bargaining agreement with American Ship Management

The Maritime Administration on January 12, announced the awards of new Maritime Security Program (MSP) operating agreements that will go into effect on October 1, 2005.

APL Marine Services Ltd., a subsidiary of American President Lines, Ltd./Neptune Orient Line was awarded "slots" for nine vessels: *APL China*, *APL Korea*, *APL Philippines*, *APL Singapore*, *APL Thailand*, *President Adams*, *President Jackson*, *President Polk* and *President Truman*. These vessels have been operated by Walnut Creek, California-based American Ship Management since 1997.

As the *West Coast Sailors* goes to press, APL has not indicated what entity will operate these vessels. However, APL officials

told its seagoing Unions, including the SUP, in late October to begin discussions with American Ship Management regarding the operation of APL's vessels for the ten-year life of the new program. As a consequence, the seagoing Unions (SUP, MFOW, SIU-A&G Marine Cooks, MM&P, MEBA and ARA) completed negotiations in December and January with ASM which are applicable to APL's MSP ships. The SUP agreement, was unanimously ratified at this month's coastwise membership meetings, is published in full under President Gunnar Lundberg's report beginning on page 8.

ASM indicates that it intends to submit a proposal to APL this month that includes the costs of labor as well as ASM's management plan. The final decision

will be made by Singapore-based Neptune Orient Lines Board of Directors.

Other companies receiving MSP operation agreement were Central Gulf Lines (4 ships), American Auto Carriers (1 ship), Fidelio Limited Partnership (6 ships), Farrell Lines, Inc. (5 ships), Lykes Lines, LTD. L.L.C. (5 ships), Maersk Line, Ltd. (19 ships), OSG Shipholding Group, Inc. (4 ships), Waterman Steamship Corp. (4 ships), Liberty Global Logistics L.L.C. (1 ship), and Patriot Shipping L.L.C. (2 ships). Patriot Shipping is not affiliated with Patriot Contract Services, an ASM subsidiary.

Matson Navigation Company, an SUP-contracted company, applied for three MSP operating agreements but failed to receive an award.

Matson boss Andrasick views the year ahead

In commentary published in the January 10 issue of the *Journal of Commerce*, Matson Navigation Company President and Chief Executive Officer James Andrasick gave his perspective on a variety of issues confronting the maritime industry including the facts his company considers regarding vessel replacement. Andrasick's comments are as follows:

"With the current demands for additional capacity to virtually all ocean trade lanes, particularly the trans-Pacific, and the industry-wide need to replace aging fleets, the primary challenge for ocean carriers today is to effectively procure new ships at a reasonable cost. The situation is not restricted to U.S. flag carriers, but is an international issue as well. Shipyards throughout the world are booked solid with orders for new vessels through 2007. With no shipyard boom projected in the near future, the demands, for new tonnage will exceed existing

shipyard capabilities.

"Even during profitable periods for ocean carriers, the investment in new tonnage is significant. With price tags that approach \$100 million internationally and exceed that amount domestically, the decision to move ahead with these purchases requires a long-term strategy that will justify the capital expenditure.

"Jones Act carriers have an even greater challenge. U.S. shipyards have yet to achieve the benefits that international shipyards realize as a result of lower-cost multiple orders, repetitive processes and procurement efficiencies. Matson took receipt of its second of two containerships this year built by Kvaerner Philadelphia Shipyard. At a cost of \$110 million each, the vessels are considered a good value in terms of U.S. shipbuilding. While the \$220 million investment delivered two new, high-quality ships for the Matson fleet, the initial decision

to proceed was not an easy sell to our shareholders.

"In addition, when evaluating cost models for adding new capacity, offshore labor costs must be included in the overall equation. U.S.-flag operators have the highest crew costs in the industry, which poses an even greater challenge in making long-term commitments to owning and operating ships in a competitive environment. Clearly, the decision to purchase, build or charter new tonnage can't be based on a snapshot of today's shipping market. Many factors can negatively alter the profitability of these investments during the life of a vessel. Downward pressure on freight rates, economic conditions and competitive factors are the most common in our industry.

"While 2005 promises to be another strong year for ocean carriers, it is unlikely to mark any turnaround in addressing the issues pertaining to capacity constraints and aging fleets."



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SUP Honor Roll

Voluntary contributions from the membership to the following funds:

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Cesar Finones	15.00	Steven Rydberg	100.00
Maggie Fitzgerald in memory of J. Juth and D. Hardy ..	20.00	James Stelpstra	10.00
Joanne Gabellini	10.00	Richard Stinson	10.00
Marvin Glasgow	20.00	William Sullivan	10.00
Clinton Gregg	200.00	Val Swegel	25.00
Mike Henneberry	10.00	Troy VanLienden	10.00
Jill Holleman	15.00	Eric Weintraub	20.00
Noel Isumaru	20.00	Steve Zachmann	10.00
Jan Johnsson	20.00	Stephen Zombro in memory of Manuel Campos	100.00

West Coast Sailors

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Michael Freng	20.00	Val Swegel	25.00
Marvin Glasgow	20.00	Aaron Todalín	25.00
Clinton Gregg	100.00	Richard Walsh	10.00
Eugene Horden	150.00	Jacob Wanner	50.00
Melvin Kessler	75.00	Charles Williams	25.00
Gunnar Larsen	25.00	Stephen Zombro	10.00

LMSR award fight *continued from page 1*

are motivated and professional.”

Incredibly, at the debriefing, MSC indicated that it did not consider the costs that would be incurred in connection with transferring the ships from one contractor to another or make any attempt to ascertain whether MSC would actually realize the supposed savings reflected in AMSEA’s slightly lower prices. Even more amazing is that MSC “conceded at the debriefing that an award to Patriot would have been the ‘easiest’ to justify.” So, the question is, why didn’t MSC award the LMSRs to Patriot.

In 2002, Patriot came in between \$18-20 million lower than the incumbent ship operator (Maersk Line) bidding for the operation of eight Watson Class gas turbine vessels. However, MSC awarded the contract to the ‘incumbent operator citing “national defense.” In the 2004 bid, Patriot came in just \$700,000 higher than AMSEA and now MSC is saying that price is the determining factor. At the time of the 2002 award, the ramp up against Iraq had not yet begun - now our Fourth Arm of Defense is sailing in support of the third Operation Iraqi Freedom (CIF ‘04-’06).

The court will consider whether the MSC award violates the Administrative Procedure Act by being an “arbitrary or irrational decision” or if the “procurement procedure involved a violation of regulation or procedure.” Among other things, Patriot is seeking a judgment that directs MSC to award the ships to PCS or, in the alternative, reopen the procurement process.

Distinguished West Coast maritime labor historian Otilie Markholt dies

Labor activist and labor historian Otilie Markholt died at the age of 89 on November 25. Sister Markholt, who was a sixty-year member of the Office and Professional Employees Union Local 23, was married to SUP member Bob Dombroff in the 1930’s and became interested in the Union. In conjunction with Peter B. Gill, SUP Seattle Branch Agent from 1901-1939, she wrote a “History of the Sailors’ Union of the Pacific from 1885-1929”. The manuscript is in the Bancroft Library at the University of California, Berkeley.

Her most notable book was *Maritime Solidarity: Pacific Coast Unionism 1929-1938*, published by the Pacific Coast Maritime History in Tacoma, Washington, in 1998. In this important volume, Sister Markholt describes in vivid detail the struggles of the maritime labor movement.

Sister Markholt was extremely active in the Pierce County Central Labor Council, AFL-CIO. Whether writing history or walking the picket line, this scholar-activist showed bulldog determination in support of labor causes, backed by biting

disdain for those who were opposed or even worse indifferent.

In addition to her two sons, Bob and Lee Markholt, she is survived by numerous grand sons and daughters.

A memorial celebration for Sister Markholt will be held on January 30, from 6:30 P.M. to 8:00 P.M. at ILWU Local 23, 1306 Alexander Avenue East, Fife, Washington.

Final Departures

Linden LaRay Brown, Book No. 5637. Born in Washington in 1927. Joined SUP in 1951. Died in Seattle, Washington, December 27, 2004. (Pensioner)

Homer W. Mershon, Book No. 6308. Born in Missouri in 1925. Joined SUP in 1952. Died in Kirkland, Washington, October 21, 2004. (Pensioner)

Karl Schwarz, Book No. 6568. Born in California in 1923. Joined SUP in 1945. Died in Sacramento, California, January 5, 2005. (Pensioner)

Benjamin D. Kovack, Book No. 3149. Born in Illinois in 1915. Joined SUP in 1964. Died in Bellevue, Washington, January 4, 2005. (Pensioner)

SUP Meetings

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

	Hdq.s.	Branch
February	15*	22*
March	14	21
April	11	18
May	9	16
June	14*	20
July	11	18
August	8	15
September	12	19
October	11*	17
November	14	21
December	12	19

*Tuesday

Dues-Paying Pensioners

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

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AFL-CIO creates website section focusing on Union strength & growth

The debate on the future of the labor movement got a new venue January 4, as the AFL-CIO launched a new section on its website to solicit ideas and recommendations on ways to strengthen and grow the labor movement.

Called "Strengthening Our Union Movement for the Future," one portion of the website provides a forum to solicit ideas and suggestions directly from union members, activists and leaders, as well as friends and allies of organized labor.

Creation of the website section is part of a process first announced in August by AFL-CIO President John J. Sweeney to explore what changes need to be made to strengthen the union movement. After the November presidential election, Sweeney asked every affiliated union, constituency group, and allied organization to submit a list of issues and recommendations for meeting labor's challenges.

Even before Sweeney asked for input, the first substantive proposal was made November 10 by Andrew Stern, president of the Service Employees International Union, the largest union in the federation. Stern is one of five union presidents who have formed an informal alliance, dubbed the New Unity Partnership (NUP), and who in recent months have publicly criticized the structure of the AFL-CIO.

Besides Stern, the other members of the NUP are HERE UNITE co-presidents John Wilhelm and John Raynor, Labor's Union president Terrance O'Sullivan and Carpenter's Union president Doug McCarron.

Stern's 10-point proposal, which he made on behalf of SEIU and separately from NUP, calls for giving the AFL-CIO authority to consolidate the current 58 affiliated unions into 20 or fewer by requiring smaller unions to merge into larger ones; designating up to three lead unions in the same industry, craft, or having a common employer to organize workers in that area of strength, and requiring the AFL-CIO to rebate half of the per capita tax paid by the lead unions to those unions for organizing.

When Stern announced his proposal, he also created a website, called *UnitetoWin*, intended to spark debate on the issue. One portion of the website posts proposals for change that have been made by others. Another is a "blog," in which Stern asks questions or makes comments and seeks reaction from those participating in the discussion.

Unlike Stern's blog, in which most of the comments come from anonymous sources, the AFL-CIO's forum contains guidelines requesting that people use their real names and make no attacks on people or specific unions by name. Anonymous submissions to the forum will be read, but not posted on the website. Also, comments that spread "unfounded rumors" will not be posted, according to the guidelines.

The AFL-CIO intends the forum to be a way to provide for "open and vigorous debate." Sweeney has urged that proposals made on the website be guided by three key principles: to build greater and stronger solidarity; to respect the democratic rights of union members; and to recognize that the labor movement must invest in its future and find and allocate strategically new resources to meet the challenges of working families.

The other topics listed on the website include the major proposals that have been submitted to the AFL-CIO; the process that will be followed to consider the recommendations; progress that has been made in the past nine years since Sweeney and his team were elected; and links to analysis, proposals and opinions from union leaders, journalists, academics, and others.

In addition to seeking input from all unions, constituency groups, and allied organizations, Sweeney has asked all state federations and central labor councils to conduct discussions and send a representative group of leaders to a meeting February 15-17 to share their ideas. He also has encouraged allies and others, including academics, to deliberate and submit recommendations.

Sweeney has asked the AFL-CIO Executive Committee, which is made up of 25 members of the 54-member Executive Council, to review the proposals and engage standing committees of the executive council in considering proposals and making recommendations.

The executive council will consider proposals at its winter meeting, which begins March 1 in Las Vegas. At that time, the council will formulate recommendations to be presented for action by the AFL-CIO convention, scheduled for July 25-28 in Chicago. Any proposals that do not require constitutional changes could be acted on sooner, according to Sweeney.

"Strengthening Our Union Movement For the Future" can be accessed on the federation's website at www.aflcio.org/ourfuture.

GAO report says better planning needed to develop and operate maritime workers Identification card program

The Government Accountability Office has issued a report (GAO-05-106) stating that better planning is needed to develop and operate the maritime worker identification card program. The Maritime Transportation Security Act of 2002 (MTSA) requires the Transportation Security Administration (TSA) to issue a worker ID card that uses biometrics to control access to secure areas in ports and on ships.

The program is delayed, in large part because officials had difficulty obtaining timely approval to proceed with the prototype test; extra time was required to identify data to be collected for a cost-benefit analysis; and additional work was required to assess card technologies. The agency still lacks an approved comprehensive project plan and has yet to identify eligibility requirements for the ID card.

In order to ensure that TSA meets the challenges it is facing in developing the program, GAO recommended that the Secretary of Homeland Security direct the TSA Administrator to employ industry best practices for project planning and management, by developing a comprehensive project plan for managing the remaining life of the project, and developing specific, detailed plans for risk mitigation and cost-benefit and alternatives analyses.

Steelworkers and PACE plan to merge

The United Steelworkers of America announced a merger this month with the union representing paper, chemical and energy workers to form the nation's largest industrial union, with about 825,000 members.

Officials with the steelworkers and with the Paper, Allied Industrial, Chemical and Energy Workers International Union, known as PACE, said the merger would enable the unions to contend better with corporations as they grew larger.

"Our primary sectors are in manufacturing, and our manufacturing jobs are going overseas," Boyd Young, president of PACE, said in a news conference. "We are dealing not with domestic companies, but with multinational companies that are merging and going global, and I believe unions have to do the same thing."

Under the merger agreement, Leo Gerard, the steelworkers' president, will become president of the combined union, assuming that the two unions ratify the merger at their conventions, in April. Steelworkers' officials said their membership was 550,000, and officials with the paper and allied industrial union said theirs was 275,000.

Union officials said the combined union would be a major political force in the Midwest and would spend \$30 million a

year on organizing additional workers.

Young of PACE said his union's bargaining leverage would be strengthened because it would be able to use the steelworkers' \$150 million defense fund to sustain workers during strikes.

The merged union will have its headquarters in Pittsburgh, the steelworkers' home, but will maintain a secondary headquarters in Nashville, where PACE is based. The new union will be called the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union.

Gerard said the two unions had already been the products of mergers. In 1995, the United Rubber Workers merged into the steelworkers' union. PACE was created in 1999, when the United Paperworkers International Union combined with the Oil, Chemical and Atomic Workers. Young said, "We believe we're creating the most powerful industrial organization in the United States, if not the world."

In 1995, the steelworkers, auto workers and machinists announced that they would merge to form the nation's largest union, but in 1999, union officials quietly disclosed that the three-way merger had collapsed.

Tsunami survivor rescued at sea

In a miraculous rescue a containership picked up an Indonesian man who survived nine days floating on a dead tree after the tsunami hit his village in Aceh. The *Durban Bridge* enroute from Cape Town to Port Klang, was 160 kilometers west of Aceh, when chief officer Huang Wenfeng spotted 20-year old Rizal Shahputra on a dead tree clad in a yellow t-shirt frantically waving to the ship. "When I saw him, I was very, very surprised to see someone," Huang said. "He was shouting at us. I couldn't believe it."

The 21 Chinese crew of the K-Line vessel, managed by ASP Ship Management in Singapore had been on the lookout for survivors since the tsunami struck but up till 18-20 hours of January 3, but all they had seen was debris.

The *Durban Bridge's* master Liu Xiang Pang manoeuvred the ship as close as he could to tree and then four crew went out in a liferaft to rescue Shahputra. The huge branches of the trees prevented the liferaft from reaching him so the crew threw out two life buoys instead. Despite having only eaten a few packets of noodles and coconuts that floated by during his nine-day ordeal, Shahputra managed to swim to the life buoy and was brought to safety onboard the ship.

The crew of *Durban Bridge* fed him fluids such as glucose water once he had been rescued.

Shahputra had been helping his father and 20 other villagers build a mosque in West Aceh when the Tsunami struck. He survived by clinging to a dead tree after being swept up by the giant waves, initially there were others with him but none managed to survive. "At first, there were some friends with me," Shahputra said, before being taken away in an ambulance to a local hospital when the ship arrived in Port Klang on Wednesday morning. "After a few days, they were gone...I saw bodies left and right." For a few days he was joined by a second Indonesian survivor who was floating in a giant pot. They stayed together for two days until December 31, when the second decided to try and swim to ships they could see in the distance. His fate is unknown.

Warning of Malacca Strait depths

Shipowners are being warned that water depths in the Malacca Strait have been affected by the Asian tsunami.

A report from Malaysia's port agency cites U.S. and other experts as suggesting that water depths in parts of the strait—about 4,000 feet before the December 26 disaster—may now be barely 100 feet, much too shallow for most commercial shipping.

In one area of tsunami-affected waters, a merchant ship logged a depth of just 92 feet against the normal 3,855 feet. Also, according to a PortsWorld report, thousands of navigation aides have been shifted out of position by the earthquake and subsequent huge waves. Old shipwrecks marked on charts have also been relocated, joined by new wrecks that will have to be salvaged, moved or charted.

The Marshall Islands Registry, in a marine safety advisory, issued recommended guidance to be incorporated into watchstanding procedures especially for deep drafted vessels transiting the Mal-

acca Strait. The recommended measures are: to listen for broadcasts of changes in depths from shore stations; turn on the ship's echo sounder recorders during transits, marking times on the recorder paper together with GPS positions, and note any depths less than charted; advise VTS traffic control of any depths less than charted; notify hydrographic services of any depths less than charted; and consider broadcasting a SECURITE message if serious reductions in depths are noted.

The report quotes the Bethesda-based National Geospatial-Intelligence Agency as saying it could take months or even years to rechart altered coastlines throughout the region.

The *Malaysia's Business Times* reports that the U.S. Navy is sending two ships to begin work. The *USNS John McDonnell* and the *USNS Mary Sears* which will carry sonar, scientists and 34-foot vessels used to rechart channels.

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

Schedule of Course Offerings for 2005

The following dates are tentative. Contact Steve Messenger (415 778-5490) for more information.

STCW 95 Basic Safety Training

• Basic Fire Fighting	• Basic First Aid		
• Personal Survival	• Personal Safety and Social Responsibility		
Jan. 24-28	Apr. 25-29	Jul. 25-29	Oct. 17-21
Feb. 7-11	May 9-13	Aug. 8-12	Oct. 31-Nov. 4
Feb. 21-25	May 23-27	Aug. 22-26	Nov. 14-18
Mar. 7-11	Jun. 6-10	Sep. 12-16	Dec. 5-9
Mar. 21-25	Jun. 20-24	Sep. 19-23	Dec. 12-16
Apr. 11-15	Jul. 11-15	Oct. 3-7	

LMSR Vessel Training (MSC approved)

Feb. 8-18	May 10-20	Aug. 9-19	Nov. 8-18
Mar. 15-25	Jun. 7-17	Sep. 13-23	Dec. 6-16
Apr. 12-22	Jul. 12-22	Oct. 11-21	

Small Arms Training (MSC approved)

Jan. 24-26	Apr. 25-27	Jul. 25-27	Oct. 24-26
Feb. 21-23	May 23-25	Aug. 22-24	Nov. 21-23
Mar. 28-30	Jun. 20-22	Sep. 26-28	Dec. 19-21

Able Seaman (AB)

Feb. 7-19	May 9-21	Aug. 8-20	Nov. 7-19
Mar. 14-26	Jun. 6-18	Sep. 12-24	Dec. 5-17
Apr. 11-23	Jul. 11-23	Oct. 10-22	

Survival Craft (Lifeboatman)

Jan. 24-27	Apr. 18-21	Jul. 25-28	Oct. 17-20
Jan. 31-Feb. 3	May 9-12	Aug. 8-11	Oct. 31-Nov. 3
Feb. 14-17	May 23-26	Aug. 22-25	Nov. 14-17
Feb. 28-Mar. 3	Jun. 6-9	Sep. 12-15	Dec. 5-8
Mar. 28-31	Jun. 20-23	Sep. 26-29	Dec. 19-22
Apr. 4-7	Jul. 11-14	Oct. 3-6	

Training Information and Enrollment

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

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Welfare Notes

December 2001

Protect Yourself from Overexposure to the Sun

The World Health Organization warns us of the dangers of overexposure to sunlight. Overexposure to sunlight is often found to be an underlying cause for harmful effects on the skin, eyes, and immune system.

Studies show that the risk of malignant melanoma is linked to genetic and personal characteristics and person's UV exposure behavior. While cataracts appear to different degrees in most people as they age, sun exposure appears to be a major factor for cataract development. There is also increasing evidence that the defenses of the immune system may be affected by UV radiation exposure.

Corrective steps can be taken to help limit the risks and in some cases prevent harmful effects of overexposure to the sunlight.

Wearing a hat with a wide brim offers good sun protection for the eyes, ears, face, and back of the neck. Sunglasses that provide 99 to 100 percent UV-A and UV-B protection will greatly reduce eye damage from sun exposure. Tightly woven, loose fitting clothes will provide additional protection from the sun. Using sunscreen of SPF 15+ and reapplying it every two hours will also help.

Health & Welfare Reimbursements

Pensioners who pay health premiums in advance will be reimbursed under the Annual Pensioners Allowance a maximum of three months (quarterly) at a time.

Addresses and Phone Numbers

We have recently heard from some pensioners of mail being returned to them indicating a wrong address for the SUP Welfare Plan. The current address for the SUP Welfare Plan is still 450 Harrison Street, Room 202, San Francisco, CA 94105. Please be sure to let us know of any problems you may have and also keep us informed of changes in your address, work status, and dependent changes. The SUP Welfare Plan's phone numbers are 415-778-5490 and 800-796-8003.

Phone numbers for the Pension and Supplemental Office changed several years ago, but some calls are still being made to the old numbers. The phone number for pension information is 415-437-6889. The phone number for supplemental benefit information is 415-437-6870.

SUP Welfare Plan

450 Harrison Street, San Francisco CA 94105

Telephone Numbers:

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

MarAd's Captain Schubert resigns

Maritime Administrator William G. Schubert has submitted his resignation to Transportation Secretary Norman Y. Mineta, effective February 12.

According to a Department of Transportation press release, Captain Schubert will pursue opportunities in the private sector, and will return to the Houston area, where he operated a company that specialized in preference cargo.

In the three years as MarAd's chief executive, Schubert has won the respect of many in the maritime industry. During his tenure, Schubert oversaw renewal of the Maritime Security Program, launched the short-sea shipping initiative, and negotiated a new maritime treaty with China.

President Bush nominated Schubert to the post in October 2001, and he was confirmed by the Senate a month later.

"Bill brought real life maritime experiences directly to his job as administrator and he has been a tremendous asset to the department," Mineta said. "He was a strong advocate of the nation's vital maritime transportation system."

John Jamian, deputy administrator will become acting administrator until the White House names a successor.

What to do with a drunken master?

U.S. Coast Guard officials are holding the Panama-registered bulker *General Lee* 12 nautical miles off the coast of Virginia because the captain was found drunk during a boarding. Sea marshals boarded the 3,120dwt ship on January 11, and one officer smelled alcohol on the master's breath. The unnamed man then failed a field sobriety test and refused a subsequent Breathalyzer test. Under U.S. law, anyone refusing the chemical test is presumed to be intoxicated.

The Oahu Maritime Corp. owned and operated vessel has a long history of run-ins with the U.S. Coast Guard over safety infractions in ports ranging from New Orleans to Tampa and most recently Savannah on December 23. The Coast Guard said its usual targeting system selected the *General Lee* for an offshore safety inspection and boarding. The vessel must wait until the captain passes the chemical breath test before being allowed to enter Hampton Roads. The Coast Guard plans to seek civil penalties against the operator.

Jerry M. AhSam, Book No. 3775. Born in Hawai'i in 1932. Joined SUP in 1958. Died in Harbor City, California, June 12, 2004. (Pensioner)

Joseph P. Andre, Book No. 3763. Born in California in 1930. Joined SUP in 1954. Died in Lodi, California, November 15, 2004. (Pensioner)

Bernard Arkin, Book No. 3309. Born in Vermont in 1916. Joined SUP in 1943. Died in Baltimore, Maryland, March 21, 2004. (Pensioner)

Andrew G. Arnold, Book No. 3519. Born in Missouri in 1915. Joined SUP in 1946. Died in San Jacinto, California, December 27, 2003. (Pensioner)

Abraham Baizman, Book No. 5242. Born in Massachusetts in 1910. Joined SUP in 1942. Died in Reno, Nevada, February 13, 2004. (Pensioner)

Donald Baker, Book No. 5687. Born in Ohio in 1933. Joined SUP in 1954. Died in Laverne, Alabama, February 19, 2004. (Pensioner)

Oscar Barnes, Book No. 5704. Born in Tennessee in 1921. Joined SUP in 1964. Died in Jackson, Tennessee, July 18, 2004. (Pensioner)

Theodore Bates, Book No. 5445. Born in Washington in 1924. Joined SUP in 1948. Died in Everett, Washington, April 20, 2004. (Pensioner)

Willard O. Beagle, Book No. 5565. Born in Mississippi in 1911. Joined SUP in 1953. Died in Liberty, Missouri, February 12, 2004. (Pensioner)

James V. Boulter, Book No. 5713. Born in California in 1927. Joined SUP in 1970. Died in Napa, California, August 2, 2004. (Pensioner)

Joseph Bunich, Book No. 5510. Born in Washington in 1920. Joined SUP in 1949. Died in Seattle, Washington, October 12, 2004. (Pensioner)

Raymond P. Cadera, Book No. 4743. Born in California in 1932. Joined SUP in 1957. Died in Harbor City, California, September 14, 2004. (Pensioner)

Paul Caldwell, Book No. 3953. Born in California in 1926. Joined SUP in 1944. Died in Dobbins, California, July 15, 2004. (Pensioner)

Raymond D. Carpenter, Book No. 4480. Born in Arkansas in 1921. Joined SUP in 1948. Died in Oakdale, California, January 29, 2004. (Pensioner)

Anton Christensen, Book No. 4707. Born in Denmark in 1924. Joined SUP in 1951. Died in Marston, North Carolina, October 24, 2004. (Pensioner)

Ronald Charles Christensen, Book No. 4766. Born in California in 1939. Joined SUP in 1966. Died in California, August 25, 2004. (Pensioner)

Howard Christian, Book No. 4096. Born in Missouri in 1922. Joined SUP in 1943. Died in San Francisco, California, April 14, 2004. (Pensioner)

Charles K. Clouse, Book No. 4728. Born in Tennessee in 1925. Joined SUP in 1957. Died in Washington, June 5, 2004. (Pensioner)

Babe Collings, Book No. 3967. Born in Colorado in 1927. Joined SUP in 1946. Died in Salida, Colorado, October 22, 2004. (Pensioner)

Hal D. Coron, Book No. 4055. Born in Minnesota in 1916. Joined SUP in 1946. Died in Las Vegas, Nevada, June 14, 2004. (Pensioner)

Francis Craig, Book No. 17832. Born in California in 1926. Joined SUP in 1984. Died in Daly City, California, December 17, 2003.

Gerald Denham, Book No. 2621. Born in Canada in 1929. Joined SUP in 1950. Died in Portland, Oregon, June 3, 2004. (Pensioner)

Austin F. Dickerson, Book No. 2526. Born in Mississippi in 1924. Joined SUP in 1947 on June 12, 2004. (Pensioner)

Donald Diedrickson, Book No. 2375. Born in New York in 1927. Joined SUP in 1946. Died in San Francisco, California, August 8, 2004. (Pensioner)

Frank W. Diem, Book No. 2698. Born in Oregon in 1913. Joined SUP in 1955. Died in Oregon, May 11, 2004. (Pensioner)

Benjamin Duvauchelle, Book No. 2691. Born in Hawai'i in 1919. Joined SUP in 1957. Died in Sacramento, California, July 29, 2004. (Pensioner)

Lindy E. Eby, Book No. 1833. Born in California in 1928. Joined SUP in 1948. Died in Kennewick, Washington, October 26, 2004. (Pensioner)

Gordon Edenstrom, Book No. 1796. Born in Minnesota in 1928. Joined SUP in 1945. Died in San Bruno, California, May 16, 2004. (Pensioner)

In Memoriam

Final Departures of SUP members reported in 2004

Edward Ferreira, Book No. 2224. Born in California in 1944. Joined SUP in 1962. Died in Bremerton, Washington, April 3, 2004. (Pensioner)

Louis Foletta, Book No. 2097. Born in California in 1906. Joined SUP in 1943. Died in Monterey, California, February 14, 2004. (Pensioner)

Armando E. Fuentes, Book No. 2210. Born in California in 1922. Joined SUP in 1951. Died in Daly City, California, July 27, 2004. (Pensioner)

John El Ghani, Book No. 1863. Born in Egypt in 1923. Joined SUP in 1952. Died in Orlando, Florida, August 3, 2004. (Pensioner)

Joseph H. Girouard, Book No. 2781. Born in Massachusetts in 1922. Joined SUP in 1947. Died in Leominster, Massachusetts, October 12, 2004. (Pensioner)

Sidney Gold, Book No. 2969. Born in California in 1922. Joined SUP in 1949. Died in Los Angeles, California, July 11, 2004.

Donald A. Gonzales, Book No. 2951. Born in Colorado in 1934. Joined SUP in 1953. Died in San Francisco, California, March 11, 2004. (Pensioner)

William E. Graff, Book No. 2549. Born in Minnesota in 1920. Joined SUP in 1945. Died in St. Augustine, Florida, January 30, 2004. (Pensioner)

John Raymond Graham, Book No. 2924. Born in New Mexico in 1914. Joined SUP in 1953. Died in San Pedro, California. (Pensioner)

Ruppert Griffith, Book No. 2008. Born in Canada in 1915. Joined SUP in 1934. Died in Camano Island, Washington, September 9, 2004. (Pensioner)

Francis J. Hart, Book No. 5817. Born in Arizona in 1921. Joined SUP in 1945. Died in Riverside, California, July 20, 2004.

Donald E. Heath, Book No. 4515. Born in Washington in 1914. Joined SUP in 1938. Died in Washington, May 7, 2004. (Pensioner)

Carl G. "Scottie" Holmes, Book No. 5174. Born in California in 1927. Joined SUP in 1945. Died in Santa Rosa, California, March 6, 2004. (Pensioner)

Eugene Horden, Book No. 5767. Born in Poland in 1926. Joined SUP in 1955. Died in Warrensburg, Montana, April 30, 2004. (Pensioner)

Orrin J. Hutchinson, Book No. 5805. Born in California in 1926. Joined SUP in 1964. Died in Louisiana, February 22, 2004. (Pensioner)

John A. Johnston, Book No. 3911. Born in Sweden in 1915. Joined SUP in 1944. Died in Santa Rosa, California, July 20, 2004. (Pensioner)

Carl C.A. Jurgensen, Book No. 3886. Born in Denmark in 1922. Joined SUP in 1943. Died in New Jersey, January 23, 2004.

Donald F. Klos, Book No. 3170. Born in Connecticut in 1929. Joined SUP in 1947. Died in Scottsdale, Arizona, October 25, 2004. (Pensioner)

William LaMagna, Book No. 11998. Born in California in 1937. Joined SUP in 1958. Died in San Francisco, California, June 23, 2004.

Clarence Landergreen, Book No. 3957. Born in Washington in 1928. Joined SUP in 1948. Died in Grand Coulee, Washington, April 22, 2004. (Pensioner)

George Lemak, Book No. 4089. Born in Pennsylvania in 1924. Joined SUP in 1965. Died in San Jose, California, May 22, 2004. (Pensioner)

Ronald A.R. Lempriere, Book No. 3758. Born in New Zealand in 1926. Joined SUP in 1946. Died in Petaluma, California, June 17, 2004.

John Lewis, Book No. 4045. Born in Mississippi in 1923. Joined SUP in 1951. Died in Hattiesburg, Mississippi, September 14, 2004. (Pensioner)

Raymond Lidberg, Book No. 4054. Born in Minnesota in 1927. Joined SUP in 1956. Died in Santa Rosa, California, February 19, 2004. (Pensioner)

Peter Lucas, Book No. 4013. Born in Canada in 1915. Joined SUP in 1946. Died in Greenville, Pennsylvania, January 29, 2004. (Pensioner)

Eugene J. Malinowski, Book No. 6438. Born in New Jersey in 1931. Joined SUP in 1954. Died in San Francisco, California, June 6, 2004. (Pensioner)

Anthony K. Medeiros, Book No. 6280. Born in Hawai'i in 1925. Joined SUP in 1951. Died in San Francisco, California, August 27, 2004. (Pensioner)

James Ne, Book No. 2292. Born in Hawai'i in 1917. Joined SUP in 1946. Died in Wilmington, California, December 17, 2003. (Pensioner)

Peter Pokrajac, Book No. 3410. Born in Pennsylvania in 1925. Joined SUP in 1945. Died in Ferrell, Pennsylvania, January 3, 2004. (Pensioner)

William J. Quinlan, Book No. 77. Born in New Hampshire in 1920. Joined SUP in 1944. Died in Santa Rosa, California, November 2, 2004. (Pensioner)

Edward Ralston, Book No. 3089. Born in California in 1926. Joined SUP in 1953. Died in Oakland, California, November 10, 2004. (Pensioner)

John Abraham Reid, Book No. 2565. Born in American Samoa in 1918. Joined SUP in 1944. Died in Seattle, Washington, January 19, 2004. (Pensioner)

Robert Reinhart, Book No. 2983. Born in Illinois in 1926. Joined SUP in 1947. Died in Huntington Beach, California, June 29, 2004. (Pensioner)

Salvatore M. Russo, Book No. 3100. Born in California in 1924. Joined SUP in 1946. Died in San Pedro, California, May 4, 2004. (Pensioner)

Christian Scheel, Book No. 6914. Born in Denmark in 1919. Joined SUP in 1946. Died in Washington, December 5, 2003. (Pensioner)

Guilio Segreti, Book No. 7369. Born in Pennsylvania in 1927. Joined SUP in 1952. Died in Palm Springs, California, January 4, 2004. (Pensioner)

James C. Shaffer, Book No. 17901. Born in Oregon in 1944. Joined SUP in 1984. Died in Sacramento, California, November 10, 2003. (Washout)

Eugene Shultz, Book No. 6902. Born in Oregon in 1927. Joined SUP in 1946. Died in Washington, March 12, 2004. (Pensioner)

Wilder Leslie Smith, Book No. 5383. Born in Hawai'i in 1920. Joined SUP in 1941. Died in Walnut Creek, California, May 13, 2004. (Pensioner)

Samuel Joseph Stewart, Jr., Book No. 7366. Born in California in 1934. Joined SUP in 1954. Died in California, March 21, 2004.

William F. Suddoth, Book No. 7337. Born in Indiana in 1923. Joined SUP in 1951. Died in Portland, Oregon, February 23, 2004. (Pensioner)

Joseph T. Suyeoka, Book No. 7395. Born in Hawaii in 1918. Joined SUP in 1952. Died in Concord, California, August 22, 2004. (Pensioner)

Harry Tanemura, Book No. 3220. Born in Washington in 1918. Joined SUP in 1950. Died in Oakland, California, January 10, 2004. (Pensioner)

"Sir" Charles A. Taylor, Book No. 3027. Born in California in 1919. Joined SUP in 1946. Died in Benicia, California, March 9, 2004. (Pensioner)

George D. Thomas, Book No. 3143. Born in Louisiana in 1922. Joined SUP in 1948. Died in Oakridge, Oregon, May 24, 2004. (Pensioner)

Clifford R. Thornhill, Book No. 3232. Born in Oregon in 1924. Joined SUP in 1952. Died in Chico, California, March 15, 2004. (Pensioner)

Maurice S. Toich, Book No. 1983. Born in California in 1920. Joined SUP in 1944. Died in Sacramento, California, July 25, 2004. (Pensioner)

Sulo A. Toivonen, Book No. 3185. Born in Finland in 1913. Joined SUP in 1949. Died in Chico, California, March 4, 2004. (Pensioner)

Edward Turner, Book No. 1919. Born in Kentucky in 1921. Joined SUP in 1943. Died in California, April 30, 2004.

Richard Vos, Book No. 706. Born in Minnesota in 1916. Joined SUP in 1944. Died in Healdsburg, California, November 22, 2003. (Pensioner)

Eugene H. Wasch, Book No. 3258. Born in California in 1927. Joined SUP in 1946. Died in California, January 1, 2004. (Pensioner)

Donald Fuller Watson, Book No. 2881. Born in Nebraska in 1920. Joined SUP in 1943. Died in Lake Forest, California, January 25, 2004. (Pensioner)

Stanley Whitlock, Book No. 3542. Born in California in 1923. Joined SUP in 1953. Died in Long Beach, California, January 24, 2004. (Pensioner)

Richard George Williams, Book No. 3442. Born in Oklahoma in 1927. Joined SUP in 1948. Died in Ventura, California, March 28, 2004. (Pensioner)

William Wood, Book No. 3312. Born in Missouri in 1927. Joined SUP in 1945. Died in Clearlake, California, March 30, 2004. (Pensioner)

ESU Office Assignments

For the month of February, Thomas Thompson will be in the Seabrook office and John Straley will be in the Benicia office.



JANUARY 2005

Official Publication of the Exxon Seamen's Union

Training schedule for 2005

The training schedule for 2005 has been published and is posted on all SeaRiver vessels. As stated at the conclusion of the last JUMTC meeting in the fall the ESU will reassess all training needs for all departments and work to develop courses independent of the company. The ESU will then present a comprehensive proposal to SeaRiver managers before next year's schedule is developed. It is the intention of the ESU to achieve the goal of developing more training opportunities for the entry-level position (MS). We will reassess all training needs for all departments. On board training for the Stewards Department, Fleet Chef's Cooks and members presently on the Cooks promotion list will resume in February. Ayers Gonzales, a former Fleet Chef now retired, will continue in his roll as trainer.

The same rules will apply that were established for selecting trainees for both the Advanced Deck/Engine (ADO and AEO) skills courses at last year's JUMTC meeting except for a minor change on #2.

1. Individuals are to notify their Fleet Manning Administrator as to which course(s) they would like to attend. The Fleet Manning Administrator will record the date of the request and submit it to the Training Assistant.
2. Candidates may be relieved from a vessel to attend a course outside of the employees' normal rotation if the need exists and there is a relief.
3. The sign-up period to be considered for a course will be 30-days prior to the start of the course. After that time there will be what will be referred to as a "blackout period."
4. Candidates will be ranked for acceptance by order within the rating. The seven (7) most senior candidates in both the engine and deck will be selected. For a total of fourteen (14) trainees.
5. Individuals that requested inclusion in the scheduled class during the blackout period, by rating seniority, could fill any slots that may remain open.
6. Senior candidates that request consideration for a class while onboard a vessel during the blackout period will be put on the list for the next available course subject to the seniority rule.
7. Senior candidates that are off the vessel and wish to attend a course but apply during the 30-day blackout period will be slotted, as space is available.

Training courses will be filled in "seniority in the rating" order:

- Able Bodied Seamen are considered ahead of Maintenance Seamen
- Pumpman ahead of QMED's
- QMED's ahead of MS

Below is a list of the 2005 courses being offered to the unlicensed membership. The listing does not include travel days.

Basic Firefighting: January 17-18, February 7-8, March 7-8, April 4-5, May 2-3, June 6-7, August 8-9.

Advance Firefighting: January 25-29, February 22-26, March 22-26, April 19-23, May 24-28, June 21-25, and August 16-20.

AEO/DLC: April 9-17.

ADO/DLC: September 17-25.

The Union encourages participation in these and other training courses as they become available.

ESU files ULP charge against SeaRiver

On November 10, 2004 the Exxon Seamen's Union, acting through its attorney Ms. Sharon Groth filed an unfair labor practice (ULP) charge with the National Labor Relations Board (NLRB) against SeaRiver Maritime, Inc. The November 10 charge arose from a notification sent to the Union on October 12, 2004 by the SeaRiver management announcing a unilateral change to the Respiratory Protection Program MOU (Memorandum of Understanding) effective January 1, 2005.

In the letter management informed the Union as of January 1, 2005 there would be a change in the administration of the safety glasses and cold Weather gear subsidy. As of that date SeaRiver stated that they would no longer reimburse employees for the cost of non-prescription eyeglasses, including sunglasses. In addition, the letter continues by saying arctic clothing will be required to be purchased through only ARAMARK once every three years using company provided order forms. Employees would no longer be allowed to purchase arctic clothing directly from a vendor and submit for reimbursement.

Apparently, the Company's position is that the Respiratory Protection Program MOU dated August 17, 1991 is not part of our Collective Bargaining Agreement and they can announce a change any time and the ESU is obligated to request bargaining if it opposes the change. The Union strongly disagrees with the management's interpretation.

The "Memorandum Of Understanding-Respiratory Protection Program" that is referred to, is the MOU signed in August of 1991 that contains the provision for both winter gear clothing and safety

glasses. This MOU has been "part and parcel" to the contract and within the bindings of the Agreement since the signing of the 1991 MOU.

Other MOU's found in the same location within the Agreement are the Drug and Alcohol Program, Random Drug Testing, Understanding Regarding Riding Crews, MOU regarding the Hospital/Surgical Medical Plan, Guidelines For The Implementation of Limited Duty Guidelines and the Occupational Health Monitoring Program. Following SeaRiver's rationale, it could be assumed that none of the Memorandum of Understandings signed by both parties and contained within the Contract for many years are part of the Collective Bargaining Agreement. The Union finds the Company's position on this issue not only disturbing, but ludicrous, as well.

In the Union's formal filing of charges against the employer, the Union alleges that, "On or about October 14, 2004, in violation of the Act, The Employer announced unilateral changes to its Respiratory Protection Program, a mandatory subject of bargaining, mid-term in the collective bargaining agreement between the parties."

On November 22, 2004 the Union was deposed in this matter by the Labor Board and submitted a signed affidavit. Even though the Union filed a ULP and are waiting for a decision from the Labor Board, management went ahead with their unilateral change on January 1, 2005. At press time, the National Labor Relations Board continues to investigate this charge against SeaRiver Maritime, Inc. and the Union expects a decision in the near future.

Positions up for election during 2005

It's not too early to think about an opportunity to serve the ESU membership. An election for the following positions will commence on the 1st of October.

Executive Board

- President
- Recording Secretary

Ship Representative

- S/R Baytown
- S/R Columbia Bay
- S/R Galena Bay
- S/R Mediterranean
- S/R Wilmington

There are many sharp perceptive individuals in the unlicensed ranks that could make significant contributions to the Union by running for elective office. If you are considering one of the above positions, please review the Constitution and Bylaws requirements and begin acquiring the necessary signatures on your nomination form.

BCBS Preventive Care

What is preventative care and what does it cover? The preventative care feature of your Blue Cross Blue Shield insurance is a \$300 dollar benefit every two years. It is 100% reimbursable and not subject to the \$150 dollar deductible. It covers physicals, eye exams and immunizations for children.

Some ESU members have recently experienced problems when processing a claim under the preventative care feature of the BCBS plan. This problem has existed from time to time throughout the years. The problem usually arises because of a coding error. When this happens the claim usually comes back with an explanation that our plan does not cover preventative care services. To correct this problem have your doctor resubmit the claim coded as preventative care.

In the future when you intend to use the preventative care feature of BCBS, on your very first visit to the doctor make sure he/she understands that your visit is for preventative care and not for something he/she may find in the process of an exam. If a condition is discovered that needs further medical treatment it should be filed separately.

Back to back arbitrations scheduled for February

Grievance 2004-05 (Demotions without Notice or Severance) is scheduled for arbitration on February 8, 2005, at the Double Tree Hotel in Houston, Texas. The Union filed this grievance last July when management took the unprecedented step of demoting 10 ESU members to lower ratings to address surpluses within some ratings.

The Board is cognizant of the membership's interest in this arbitration case and we will keep everyone informed on its progress.

After numerous delays, the War Zone grievance arbitration is scheduled for a February 16, 2005 hearing at the Hampton Inn in Seabrook, Texas. This Arbitration is just another example of a callous SeaRiver management that is completely out of touch with reality. This grievance should have been settled without going to arbitration and the Union made several attempts at resolving the issue. But the usual intransigence of SeaRiver management precluded any such resolution.

ESU News

2005 Ship Representative Conference tentatively scheduled

The ESU has tentatively planned to convene the annual Ship Representative Conference on March 13, 2005 at the Galveston Hilton Hotel in Galveston, Texas, and will run through March 18. It is anticipated that the ESU Board officers will travel on March 13 and the Ship Representatives will travel on March 14. The return travel day will be March 18. Mindful that contract negotiations are just around the corner, we expect an aggressive agenda. The Union will strive to have maximum attendance for this meeting, so please try to adjust your schedule for attendance at this important conference.

As outlined in the ESU Contract the purpose of the Ship Representative Conference is to allow the Union to provide in depth training for the Ship Representatives. This training will provide communication skills that will enhance the ability of the individual representatives to professionally handle the response process in regard to problems that may arise onboard his/her respective vessel.

These annual conferences have a proven track record and insure that the very best representation possible is provided to the members of the Exxon Seamen's Union.

Management personnel will attend one (1) day to discuss managerial issues that may include presentations from Operations, Human Resources, Medical Group, Benefits, and Training. In past meetings, the ESU has endeavored to provide training that is educational and informative about our Union and the Industry. It is the expectation that the impending contract negotiations will take center stage this year as the Board seeks input from the representatives and membership. The ESU plans to make to most of this opportunity to meet and will have a full agenda each day.

In February the ESU will send a detailed agenda to all attendees. With the recent elections completed, there are new Ship Representatives and Board members that need to be updated on current issues as we look forward to upcoming contractual negotiations this year. The ESU Board requests that all attendees please work with their Fleet Manning coordinators to schedule their attendance. If you have any questions, please don't hesitate to contact the Seabrook, Texas or Benicia, California Union office.

Ship reports

S/R American Progress

Ship Representative Chuck Bell reported in on December 26, at anchor in Israel. The crew was very upset to learn that there would be no shore leave. There was a launch available but the company used their worn out old excuse of security for denying shore leave. The ESU discussed the issue with management and was surprised to learn that the decision to deny the crew shore leave was made by the desk jockeys in Houston before the ship ever left the dock in Baytown. Chuck reported that despite the disappointment of not being granted shore leave everything was progressing reasonably well. The vessel is scheduled to return a back load to the U.S. Northeast in the latter part of January and then return to the Gulf gasoline trade.

S/R Baytown

Vessel has been on the Anacortes to Valdez run recently. Ship Representative Mark Myser returned from paid leave on January 11. Thanks to Pete De Wilde for filling in as Ship Rep. No problems reported.

S/R Columbia Bay

Vessel continues to trade between Valdez/LA and San Francisco. Ship Representative Thor Floreen onboard and checked in from Valdez with a minor Steward's department issue that was addressed over the phone. Aside from bitter Valdez weather the crew is okay.

S/R Galena Bay

Board member visited vessel in Corpus Christi, Texas, on December 23, and delivered some needed supplies to Ship Representative George Taylor. Board member clarified some questions regarding the new BCBS cards. George reports no beefs aboard but there is an on-going issue of not receiving mail timely. ESU is check-

ing out the mail problem.

Vessel will not return to Corpus Christi for 30 days due to maintenance at the Valero facility.

S/R Hinchinbrook

Vessel continues its run between Valdez, AK and the Puget Sound area. Danny Jones acting as Ship Representative here. Spoke with Danny from Valdez and addressed a couple of concerns. No real problems for now.

S/R Long Beach

The vessel was boarded on January 10 at the Valero dock in Benicia, CA. Regular Ship Representative Joe Graca back on board. Complaint about the wharf bus not being able to take joining crewmembers to the end of the pier. One can painfully appreciate why its called the Long Wharf when you have to carry a couple of heavy sea bags in a pouring down rain. Accolades to Nick Wise who filled in while Joe was on paid leave.

S/R Mediterranean

Vessel continues running between Middle East and Asia. Ship Representative Frank O'Malia rejoined vessel on January 7, 2005. Thankfully the tsunami had no impact on the vessel. There is growing concern that the Med's days as a SeaRiver vessel is drawing to a close. Scuttlebutt is a March transition is in the works. The Board thanks Marvin Marcum for filling in as Ship Rep. while Frank was on paid leave.

S/R Wilmington

Board Officer boarded vessel January 7 and 8, 2005 at the ExxonMobil Dock in Baytown, Texas. Ship Representative Charlie Pollard reports everything running smoothly. Board officer clarified several questions regarding the BCBS prescription drug plan and participating pharmacies.

White Christmas in South Texas



AB Wen Shie Tai bundles up to stay warm in a rare Christmas Eve snowfall aboard the S/R Galena Bay while docked in Corpus Christi, Texas.

Communication meeting scheduled

As many members recall, in August 2001 at the conclusion of a very contentious period, SeaRiver management approached the ESU and stated that they would like to establish a dialog with the ESU that would hopefully lead to a reduction in the tension and distrust that existed between us. Their stated goal was to establish monthly communication meetings that would foster trust and lead to a better relationship. The ESU had heard this many times before and we were naturally very skeptical.

But as a union it is our duty to pursue a relationship based on mutual respect and cooperation as long as it is a two way street.

The ESU contract calls for periodic meetings between the company and the Union from time to time to discuss pending issues. But we took it one step further and agreed to monthly meetings after establishing sound ground rules to govern these meetings and measure our success. The ESU cautioned management from the beginning that the usual shelf life of a productive relationship between Union and management was approximately four to five years. The Union although skeptical had hoped these meetings would prove productive so that we could address and correct some of the injustices that had been inflicted on the Union and membership for too long. But from a historical perspective the Union was dubious and informed management that we would be extremely surprised if these meetings lasted a year and achieved half of their intended purpose.

The meetings commenced and at first some progress was made. An example of the earlier progress was a discordant and conflict free 2002 contractual negotiations. In 2004 the relationship spiraled downward culminating in the cessation of the meetings in the fall of 2004.

In early December, SeaRiver Human Resources Manager Greg Edelmann, called the Union office in Seabrook, Texas and asked for a meeting to discuss ways to mutually improve the relationship between the ESU and management. That conversation led to a meeting at the Union Office in Seabrook, Texas on December 16, 2004. Those in attendance were: Gregg Edelmann, ESU President Jerry Patterson, ESU Vice President John Straley, then ESU Secretary/Treasurer Leo DeCastro and ESU attorney Sharon Groth. At the conclusion of the meeting both parties agreed to hold a communication meeting in the latter part of January. This meeting will consist of hopefully, honest and frank discussions to identify points of contention. Mutually we will revisit and strengthen the ground rules that were originally established to keep the meetings on track. Both parties will also discuss the upcoming contract negotiations and the impending Ship Representative Conference.

This year the Union and management will again be challenged to negotiate a new contract. The ESU remains committed to do our part to reduce confrontation and promote cooperation as long as it is a mutual undertaking.

EXXON SEAMEN'S UNION

Founded March 28, 1941

Affiliated with the Sailors' Union of the Pacific

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President Jerry Patterson

Vice President John Straley

Secretary/Treasurer Robert Knight

Recording Secretary Thomas Thompson III

Deck Trustee Patrick Campbell

Engine Trustee William Ackley

Steward Trustee Gerard Nelson



SUP President's Report

January 11, 2005

AMERICAN SHIP MANAGEMENT

As reported for the past two months, the SUP and MFOW have met with American Ship Management to discuss the operation of APL's nine Maritime Security Program (MSP) vessels after September 30, 2005.

As previously noted, under normal circumstances ASM would be notified 90 days prior to the September 30 expiration of the current agreement and the company notified of the Unions' desire to commence bargaining. However, the position the Unions and the company are faced with, is anything but normal.

Under the new Maritime Security Program enacted in July of last year, APL will not be obligated to use a Section 2-citizen company (as defined by the Shipping Act of 1916), such as ASM, to operate its U.S.-flag ships enrolled in the new program. In fact, APL rather than ASM, will become the actual owner of the MSP operating agreements on October 1, 2005 and has the option to decide who will operate its vessels. It appears as of this report the choice is between ASM and APL's subsidiary American Automar, which has agreements with the SIU-AGLIWD/NMU and the AMO.

Therefore, for ASM to continue managing the vessels over the ten-year life of the new program and, most importantly, for us to retain our work in the APL fleet, it became imperative that the Unions and ASM come to an agreement for operations after September 30 of this year that ASM will submit to APL and that APL will, hopefully, find acceptable. The time frame is short as APL is expected to make its decision some time this month.

To meet this challenge, the SUP and MFOW continued discussions with ASM on December 14 and 17, and on January 5, and signed a Memorandum of Understanding, subject to membership approval, on January 7, which amends the current collective bargaining agreement effective October 1, 2005. The Memorandum is as follows:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made as of January 7, 2005 between The Seafarers' International Union of North America, Pacific District, comprised of the Sailors' Union of the Pacific (SUP), Marine Firemen's Union (MFOW) and the Seafarers' International Union of North America, Atlantic, Gulf, Lakes and Inland Waters' District (SIU-AGLIWD), (the "Union"), and American Ship Management, L.L.C., (the "Company"),

WHEREAS, the parties hereto have a collective bargaining agreement covering vessels in the offshore and intercoastal trades, effective July 1, 1999 through September 30, 2005, as amended and supplemented from time to time by agreement and/or arbitration awards (the "Offshore Agreement"), of which the expiration date is September 30, 2005; and

WHEREAS the parties hereto have separate collective bargaining agreements covering maintenance operations, as amended and supplemented from time to time by agreement and/or arbitration awards (the "Maintenance Agreements"), of which the expiration dates are September 30, 2005; and

WHEREAS, the parties desire to enter into a long term agreement covering the Maritime Security Program (MSP) vessels operated by the Company (the "MSP Vessels"), in order to provide job security to the Union and uninterrupted operations to the Company; now therefore, the parties hereto AGREE, as follows:

1. DURATION OF AGREEMENT

The aforesaid Offshore Agreement, except as specifically amended herein, together with the additional provisions hereinafter set forth, shall be deemed an amended Offshore Agreement (the "Amended Offshore Agreement") to continue in full force and effect until midnight, September 30, 2015, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend said Amended Offshore Agreement or notice of its de-

sire to terminate said Amended Offshore Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Amended Offshore Agreement. Unless otherwise specifically provided herein, the Amended Offshore Agreement with respect to all of its provisions shall become effective as of 12:01 a.m., October 1, 2005.

The parties agree to extend their agreement pertaining to the J-10 class vessels, on the same terms and conditions, from September 30, 2005 to June 15, 2006. The parties agree that if there is an opportunity for ongoing management by the Company of the J-10 class vessels or other non-MSP Vessels within the U.S. flag during the term of the Amended Offshore Agreement, the parties will meet to negotiate a new collective bargaining agreement covering those vessels. This clause shall not be construed in any way to bar or limit the rights of the Company or its customer to reflag such vessels without the payment of severance if it so chooses.

2. VOLUNTARY SALES AND SEVERANCE PAYMENTS

Section 3(c) of the Offshore Agreement General Rules dated July 1, 1999, shall be modified as follows:

(A) The third paragraph of Section 3(c), together with subparagraphs numbered (1) and (2) thereto, shall be deleted, and replaced by the following language:

"The Company agrees that if following such sale there are fewer than seven (7) MSP Vessels operated by the Company on behalf of APL Ltd., or any of its subsidiaries or affiliates, then the Company shall make the severance payments ("Severance Payments") specified in subsections 1 and 2 herein only for each vessel disposition which reduces the fleet number below seven (7) (a "Vessel Disposition"). No severance will be paid on any transaction which reduces the fleet size downward to seven (7) MSP Vessels. The Severance Payments will be made to mitigate the effects of the loss of employment opportunities resulting from the Vessel Disposition and to settle all claims and demands relating to the Vessel Disposition. With respect to each Vessel Disposition, the Company shall make lump sum Severance Payments in amounts equal to the following percentages of the Contribution Rates and Base Wage Rates times the number of days remaining in the term of the Amended Offshore Agreement, or no Severance Payments at all, depending upon the year in which the Vessel Disposition occurs:

Calendar Year in Which Vessel Disposition Occurs	Percentage of Severance Payable
2005 - 2008, inclusive	25
2009	15
2010 or later	10

(1) With respect to each Vessel Disposition, the Company shall make lump sum Severance Payments based on the respective Contribution Rates shown below:

	Contribution Rates
SUP	
Welfare	\$184.04
Training	30.00
JEC	15.00
Medical Center	24.00
Money Purchase	150.00
MFU	
Welfare	\$81.21
Training	15.00
JEC	6.00
Medical Center	12.00
Money Purchase	81.00
SIU-AGLIWD	
Welfare	\$101.76
Training	38.79
JEC	3.75
Medical Center	12.00
Money Purchase	9.30

(2) With respect to each Vessel Disposition, the Company shall make lump sum severance payments based on the respective Base Wage Rates shown below.

	Base Wage Rates
SUP	\$609.83
MFU	363.68
SIU-AGLIWD	310.02

(B) The first two paragraphs of Section 3(c), and

Subparagraphs numbered (3) through (5) of the third paragraph of Section 3(c), shall remain unchanged.

3. SEAFARERS' MEDICAL CENTER

Section 32(b) of the General Rules shall be deleted, and replaced by the following:

The parties agree to instruct the Trustees of the Seafarers' Medical Center to study the operations of the Seafarers' Medical Center, including without limitation its uses, costs and benefits. That study shall commence no later than October 1, 2005. Subject to the agreement of all settlers, the parties agree to amend the Trust Agreement for the Medical Center as necessary to authorize the Trustees in their discretion to make changes in benefits and/or benefit delivery with the goal of increasing the overall health and wellness of the seafarers involved. Any disagreement among the trustees with regard to changes to the Seafarers' Medical Center shall be subject to the trustee deadlock procedures in the Trust Agreement.

4. RELEASE

Authorized representatives of the Union shall have the right to go on board the MSP Vessels to consult with Union members, provided that each such authorized Union representative executes the Company's standard Release and Hold Harmless agreement prior to going on board any MSP vessel. A copy of that Release and Hold Harmless agreement is attached as Appendix D hereto.

Appendix D

RELEASE AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that in connection with an event being held on board a vessel operated by American Ship Management, LLC (ASM) or Patriot Contract Services, LLC (PCS) (the "Vessel"), or in connection with my requested travel on board any such Vessel, or in my capacity as a representative of a union, I will be boarding one or more of those Vessels.

In exchange for receiving permission from ASM and/or PCS to board and to be on board such Vessel(s), I agree (on behalf of myself, my representatives, assigns, estate, executors and administrators) never to sue ASM or PCS and to forever discharge, release, and hold ASM and PCS harmless from any and all liability, damages, losses, costs and expenses (including without limitation attorney's fees) arising from or related in any way to any injury to my person (including death) or damage to or loss of my property which I may suffer in connection with boarding or being on board any Vessel or being in the area in which any Vessel is berthed.

I agree to this regardless of how the injury to my person (including death) or damage to or loss of my property is caused (as long as it is not intentionally caused by ASM or PCS). I agree to this even if the injury (including death) or property loss or damage is caused solely by the negligent act or omission of ASM or PCS. BY SIGNING THIS RELEASE, I INTEND TO RELEASE ASM AND PCS FROM ALL LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY LOSS OR DAMAGE, EVEN WHERE ASM OR PCS WAS NEGLIGENT.

I understand that the operation of oceangoing ships involves the movement of heavy machinery, the loading and unloading of cargo, and other potential risks to safety. With full knowledge of those risks, I agree to assume all of those risks and to release and hold harmless the persons and entities mentioned in this Release and Hold Harmless Agreement.

I also agree to indemnify and hold ASM and PCS harmless from and against any and all claims which may belong to members of my family, including (but not limited to) my spouse and children, as a result of any such injury to my person (including death) or damage to or loss of my property.

When I refer to "ASM" or "PCS" in this Release and Hold Harmless Agreement, I mean not only ASM or PCS, but also the Vessel(s), ASM's or PCS's directors, officers, agents and employees, as well as all companies or governmental entities who are ASM's or PCS' customers, and all companies owned by or affiliated with ASM or PCS, and each of the foregoing companies' and entities' respective directors, officers, employees and agents.

Agreed: _____
(Signature)

Print Name: _____

Date: _____

continued on next page

President's Report continued

5. SECTION 30(E) OF THE GENERAL RULES

Section 30(e)(1) through 30(e)(3) of the SIUPD General Rules shall be deleted, and replaced by the following: “(e)(1):

During the sixty-day period immediately following the publication of the SIU Pension Plan Actuarial Report covering the one year period preceding August 1, 2005, and during the sixty-day period immediately following the publication of the SIU Pension Plan Actuarial Report covering each subsequent one year period, up to and including the Actuarial Report as of August 1, 2014, the parties shall meet in good faith to negotiate regarding increases in benefits for participants of the Plan who retire on or after July 1 of the calendar year following the effective date of each such Actuarial Report. The present value of any such benefit increases shall not exceed the combined net actuarial gain, if any, experienced by the Plan during the period covered by the applicable Actuarial Report. In the event the Plan has a surplus in consecutive years but the trustees chose not to utilize the surplus to increase benefits in the year(s) prior to the current year, the trustees may add the amount of the prior year surplus(es) to the current year surplus and utilize the combined amount for benefit increases. In the event of any deadlock with regard to the matters covered by this subsection (e)(1), the parties agree to submit their dispute to interest arbitration in accordance with Section 10(a)(4) of the General Rules.

Section 30(e)(4) shall be redesignated Section 30(e)(2).

6. OTHER TERMS AND CONDITIONS

(A) Except as specifically modified herein, the terms of the Offshore Agreement and the Maintenance Agreement shall continue and remain in full force and effect.

(B) Further terms and conditions specific to each union shall be as specified in Appendix A (applicable to the SUP), Appendix B (applicable to the MFOW only), and Appendix C (applicable to the SIU-AGLIWD only), all of which shall be incorporated by reference herein.

7. MOU SUBJECT TO RATIFICATION

This MOU shall be deemed to have become final and binding upon the parties hereto only upon the fulfillment of the following conditions:

(A) Ratification of the MOU by the Union membership; and

(B) Written notification of such ratification given by the Unions to the Company.

APPENDIX A

(Applicable to the SUP Only)

1. SHIPBOARD WAGES AND WAGE-RELATED ITEMS

(A) Effective October 1, 2005, wages and wage related items for the MSP Vessels (which includes base wages, supplemental benefit base wages, and overtime and penalty rates), shall be as set forth in the attached Appendix 1.

(B) Wages and wage related items increases shall be as follows:

(i) Effective October 1, 2006, the Supplemental Benefit shall be increased from 14 to 15 days per month.

(ii) Effective October 1, 2007, all rates of pay and wage related items will be increased by two and one-half percent (2.5%).

(iii) Effective October 1, 2008, all rates of pay and wage related items will be increased an additional two and one-half percent (2.5%), and the Supplemental Benefit shall be increased from 15 to 16 days per month.

(iv) Effective October 1, 2009, all rates of pay and wage related items will be increased an additional two and one-half percent (2.5%).

(v) Effective October 1, 2010, all rates of pay and wage related items will be increased an additional two and one-half percent (2.5%).

(vi) Effective October 1, 2011, all rates of pay and wage related items will be increased an additional two and one-half percent (2.5%), and the Supplemental Benefit shall be increased from 16 to 17 days per month.

(vii) Effective October 1, 2012, all rates of pay and wage related items will be increased an additional three percent (3.0%).

(viii) Effective October 1, 2013, all rates of pay and wage related items will be increased an additional three percent (3.0%).

(ix) Effective October 1, 2014, all rates of pay and wage related items will be increased an additional three percent (3.0%).

2. WELFARE CONTRIBUTIONS FOR OFFSHORE PERSONNEL

Notwithstanding any other provision of this Amended Offshore Agreement, the Company will pay into the SUP Welfare Fund a defined contribution for all man days of covered employment. That contribution shall be increased from \$52.34 to \$75.00 per man day, effective October 1, 2005. The \$5 per man day training plan contributions (referred to in Section 4 of this Appendix A, below) are not included in that \$75 per man day Welfare Plan contribution. The full amount of such increase shall be dedicated solely to the “Regular Account” of the SUP Welfare Plan, subject to the Union’s right to reallocate such contributions as provided below.

Effective October 1, 2006, and on each subsequent October 1st anniversary date of this Amended Offshore Agreement, the \$75 rate of contribution to the SUP Welfare Plan set forth above shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.

The medical contribution rates set forth in this Appendix A of the Amended Offshore Agreement shall not be subject to the increases set forth in Section 1(B) of this Appendix A, above.

If increases in the funding for the Regular or Special Accounts of the SUP Welfare Plan are required at any time during the term of this Amended Offshore Agreement, on October 1 of each year reallocations to such Accounts from wages, fringe benefits and/or benefit plan contributions may be made as determined by the SUP, with the understanding that the Company shall not be obligated to pay in excess of any billet’s Total Labor Cost (“TLC”) at any time and that the reallocation(s) shall not increase the TLC of the Amended Offshore Agreement.

Total Labor Cost (“TLC”) is defined as the daily wage, fringe benefit and benefit plan contributions for each rating for each contract year.

3. MANNING

For the MSP Vessels, the Deck Department manning as shown in the SIU-PD General Rules, Appendix A – Manning, shall be amended to be as follows:

C-10 TYPE

- PRESIDENT ADAMS
- PRESIDENT JACKSON
- PRESIDENT POLK
- PRESIDENT TRUMAN

Deck Department	Offshore Trade
Bosun/AB/Dayworker	1
AB/Dayworker	2
AB/Watchstander	2
STOS/Watchstander	1
Total	6

Coastwise Trade

Bosun/AB/Dayworker	1
AB/Watchstander	4
STOS/Watchstander	1
Total	6

C-11 TYPE

- APL KOREA
- APL PHILIPPINES
- APL SINGAPORE
- APL THAILAND
- APL CHINA

Deck Department	Offshore Trade
Bosun/AB/Dayworker	1
AB/Dayworker	2
AB/Watchstander	2
STOS/Watchstander	1
Total	6

Coastwise Trade

Bosun/AB/Dayworker	1
AB/Watchstander	4
STOS/ Watchstander	1
Total	6

J-10 Type

- PRESIDENT GRANT
- PRESIDENT WILSON

Deck Department	Offshore Trade
-----------------	----------------

Bosun/AB/Dayworker	1
AB/Dayworker	2
AB/Watchstander	2
STOS/Watchstander	1
Total	6

Coastwise Trade

Bosun/AB/Dayworker	1
AB/Watchstander	4
STOS/ Watchstander	1
Total	6

The Specially Trained Ordinary Seaman (STOS) shall be defined as an Ordinary Seaman possessing, in addition to an entry level Merchant Mariner’s document, all of the qualifications necessary for certification by the United States Coast Guard as a Rating Forming Part of a Navigational Watch (RFPNW). Those qualifications shall include the valid certificates attesting to completion of Basic Safety Training, a minimum sixty (60) days of sea time with a valid certificate attesting to course completion of RFPNW or a minimum of 180 days of sea time without an RFPNW certificate, and the completed watchstanding competency assessments. The parties agree to adjust these rules as necessary by mutual agreement in accordance with all applicable law and regulation.

Qualifying OS/RFPNW shall be paid at the OS rate noted in Appendix 1. Ordinary Seamen who are eligible to upgrade to Able Seaman, and do not upgrade to Able Seaman, shall not be eligible to ship in the STOS billet except by mutual consent of the parties. In the event that a qualified OS/RFPNW is not available for dispatch, the parties agree that an AB shall be dispatched and paid at the AB rate of pay. STOS’s shall be shipped to the new billets by attrition commencing October 1, 2005.

All other provisions of the SUP shipping rules shall apply.

The parties shall confer, not later than October 1, 2010, with regard to whether it would be useful and appropriate to substitute an additional STOS / Watchstander for an AB.

4. TRAINING PLAN CONTRIBUTION INCREASES-OFFSHORE PERSONNEL

Effective October 1, 2005, the Company shall make contributions to the SUP’s training plan in the amount of \$5.00 per man day. Effective October 1, 2006, that contribution shall be increased by two percent (2%). On each subsequent October 1 during the term of this Amended Offshore Agreement, through and including October 1, 2014, that man day contribution shall be further increased by the same percentages as the increases in offshore wages and wage related items that are stated in Section 1(B) of this Appendix A.

5. MAINTENANCE AGREEMENTS, WAGES AND WAGE RELATED ITEMS

(A) The aforesaid SUP-ASM Maintenance Agreement, except as specifically amended herein, together with the additional provisions hereinafter set forth, shall be deemed to be an Amended Maintenance Agreement to continue in full force and effect until midnight, September 30, 2015, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend said Amended Maintenance Agreement or notice of its desire to terminate said Amended Maintenance Agreement, either of which shall be given at least sixty (60) days but not sooner than ninety (90) days prior to the expiration of the Agreement. Unless otherwise specifically provided herein, the Amended Maintenance Agreement with respect to all of its provisions shall become effective as of 12:01 a.m., October 1, 2005.

(B) Effective October 1, 2005, wages and wage related items under the Maintenance Agreement (which includes base wages, supplemental benefit base wages, and overtime and penalty rates) shall be as set forth in the attached Appendix 3.

(C) Wages and wage related items increases under the Amended Maintenance Agreements shall be as follows:

(i) Effective October 1, 2006, wages and wage related items shall be increased by two percent (2%).

(ii) Effective October 1, 2007, wages and wage related items will be increased by two and one-half percent (2.5%).

(iii) Effective October 1, 2008, wages and wage related items will be increased by three percent (3%).

(iv) Effective October 1, 2009, wages and wage re-

President's Report continued

lated items will be increased by two and one-half percent (2.5%).

(v) Effective October 1, 2010, wages and wage related items will be increased by two and one-half percent (2.5%).

(vi) Effective October 1, 2011, wages and wage related items will be increased by the greater of three percent (3%) or the Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers for the one year preceding October 1, 2011, but in no event greater than four percent (4%).

(vii) Effective October 1, 2012, wages and wage related items will be increased by the greater of three percent (3%) or the Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers for the one year preceding October 1, 2012, but in no event greater than four percent (4%).

(viii) Effective October 1, 2013, wages and wage related items will be increased by the greater of three percent (3%) or the Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers for the one year preceding October 1, 2013, but in no event greater than four percent (4%).

(ix) Effective October 1, 2014, wages and wage related items will be increased by the greater of three percent (3%) or the Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers for the one year preceding October 1, 2014, but in no event greater than four percent (4%).

6. WELFARE PLAN CONTRIBUTIONS FOR SHORESIDE AND MAINTENANCE PERSONNEL

Notwithstanding any other provision of this Amended Offshore Agreement or the Amended Maintenance Agreement, the Company will pay into the SUP Welfare Fund a defined contribution for all man days of covered employment for shoreside and maintenance personnel. That total welfare contribution shall be increased, effective October 1, 2005, to the following rates:

(A) SUP Shoreside (Maintenance Agreement): the total welfare contribution shall be increased from \$39.32 to \$55.00.

(B) SUP Casual Standby: the total welfare contribution shall be increased from \$14.08 to \$24.00.

The full amount of such increase shall be dedicated solely to the "Regular Account" of the SUP Welfare Plan, subject to the Union's right to reallocate such contributions as provided below.

Effective October 1, 2006, and on each subsequent October 1st anniversary date of this Amended Maintenance Agreement, the rates of contribution to the SUP Welfare Plan set forth above shall be increased by the percentage increase in the medical care services component of the Consumer Price Index (United States City Average for Urban Wage Earners and Clerical Workers), or its agreed upon successor, during the most recent previous twelve month period for which such index has been calculated by the Bureau of Labor Statistics of the U.S. Department of Labor.

The medical contribution rates set forth in this section of this Appendix A of this Amended Maintenance Agreement shall not be subject to the increases set forth in Section 5(C) of this Appendix A, above.

If increases in the funding for the Regular or Special Accounts of the SUP Welfare Plan are required at any time during the term of this Amended Maintenance Agreement, on October 1 of each year reallocations to such Accounts from wages, fringe benefits and/or benefit plan contributions may be made as determined by the SUP, with the understanding that the Company shall not be obligated to pay in excess of any billet's Total Labor Cost ("TLC") at any time and that the reallocation(s) shall not increase the TLC of the Amended Maintenance Agreement.

Total Labor Cost ("TLC") is defined as the daily wage, fringe benefit and benefit plan contributions for each rating for each contract year.

APPENDIX 1

Effective October 1, 2005

Wage & Benefit Rates - SUP

C-10 & C-11 Wages and Related Items

Rating	Base Monthly Wage	Base Daily Wage	Overtime Rate	Monthly Benefit Base	Money Purchase Plan
Bosun/AB	4525.03	150.83	25.40	4663.20	25.00
A.B.	3221.95	107.40	25.40	3515.82	25.00
Specialty Trained O.S	2495.91	83.20	19.04	2787.02	18.51

C-10 & C-11 Fringe Benefits and Related Items

	Welfare	Training	JEC	Seafarers' Medical Center
Daily contribution rate:	75.00	5.00	2.50	4.00

Unlicensed Personnel shall earn fourteen (14) days paid vacation for each thirty (30) days employed, or pro rata.

Effective October 1, 2006, the rate shall be increased to fifteen (15) for thirty (30) or pro rata.

Effective October 1, 2008, the rate shall be increased to sixteen (16) for thirty (30) or pro rata.

Effective October 1, 2011, the rate shall be increased to seventeen (17) for thirty (30) or pro rata.

Although the ten-year agreement is not customary, it is not without precedent given the 2003 agreement with Matson over the *Manukai*-class vessels. ASM insisted that its labor agreements be concurrent with the ten-year term of the new Maritime Security Program, contending that their customer APL/NOL must be able to accurately project costs over the life of the program. It should be noted that in addition to the SUP, MFOW and SIU-A&G Cooks, the MM&P and MEBA have also agreed to the same term. As of this date, the status of the ARA is not known.

The membership should view the stability of a ten-year agreement in light of current conditions: a maritime subsidy program that does not require U.S.-citizen

operators, a government that is heavily weighted against Unions, shipping companies that pit Unions against each other to lower costs, out-of-control health care costs that are de-stabilizing the collective bargaining process across all sectors of the economy, and the unraveling of labor relations in the airline sector of the transportation industry.

The proposed amended agreement provides the membership some protection against these negative trends, is concession free (no changes to the SUP Work Rules), provides an opportunity for younger members to gain the seetime necessary to advance to Able Seaman, and improves wages and benefits.

Therefore, in the judgment of your secretary, given the circumstances, the amended agreement is fair and equitable. Urge membership ratification.

The next step is the most critical for the agreement to have any validity: that is for the Board of Directors in Singapore of Neptune Orient Line, APL's parent, to designate ASM as the operator of its MSP vessels.

LMSR PROTEST UPDATE

After being given every indication that the Government Accountability Office (GAO) would side with the Military Sealift Command over the agency's award of nine Large Medium Speed Roll-On/Roll-Off (LMSR) vessels to American Overseas Maritime Corporation (AMSEA), Patriot Contract Services on December 22 withdrew its protest with GAO and simultaneously filed a complaint against MSC in the United States District Court for the Northern District of California in San Francisco seeking to overturn the award to AMSEA.

More information on the complaint will be published in the January issue of the *West Coast Sailors*.

Patriot also notified the Union that it had successfully signed a contract modification with MSC extending the company's operating agreement to July 22, 2005 with the exception of the *USNS Gilliland* which will be turned over to 3PSC at the end of January. As the membership will recall (see the November 2004 *West Coast Sailors*) the *Gilliland* and the *USNS Gordon* were awarded to 3PSC, a Cape Canaveral, Florida based company, as part of a so-called "small business set-aside."

However, since Patriot withdrew its protest with the GAO, that agency this month lifted its stay on turning over the nine other LMSRs to AMSEA. MSC then notified AMSEA as well as Patriot that both companies would be told on some future unspecified date when Patriot's vessels would be transferred to AMSEA. All of this appears to be procedural steps by MSC as nine of the LMSRs are currently underway and with the *USNS Shughart* anticipated to go into Full Operating Status and sail, it appears highly unlikely that a turnover would occur in mid-voyage particularly with the federal lawsuit pending.

Urge all LMSR sailors to ignore rumors that might be circulated, perform their duties SUP-style and to rely on the Union for accurate information.

SEATTLE SHOREGANG

As reported last month, ASM proposed to eliminate the four dedicated standby jobs in Seattle and close the rigging loft due to the fact that currently no APL U.S.-flag vessels call at that port.

The Union was able to convince the company that the action would be short-sighted. Accordingly, a compromise was reached whereby shoregang Bosun Norm Christianson and one A.B. will be sent to Asia to perform maintenance work in the C-11s until April while those vessels are drydocked and one A.B. will remain in Seattle to continue overhauling lashing gear. This settlement temporarily reduces the Seattle gang by one sailor and is contingent upon APL resuming U.S.-flag service to Seattle.

Since this settlement alters the Seattle maintenance agreement, request membership concurrence.

MATSON NAVIGATION COMPANY

During the past month the Union has not held any meetings nor have any been scheduled with Matson over the company's proposal to operate four vessels in the West Coast/Guam service after the APL/Matson Alliance expires in February 2006.

SUP WELFARE PLAN

The Union Trustees (Dave Connolly and your secretary) of the SUP Welfare Plan continue to press ASM and Matson to properly fund the "guaranteed" portion of the Plan. A full account of this issue was reported last month.

At the December 15 Board of Trustees meeting of the Plan, the employer Trustees (Tim Gill for ASM and Tom Percival for Matson) acknowledged their responsibility to increase contributions to cover benefits, however, they requested more information from the Plan consultant.

Another meeting on this issue will be held on January 19.

QUARTERLY FINANCE COMMITTEE

In accordance with Article XVII, Section 2 of the SUP Constitution, a Quarterly Finance Committee shall be elected at today's Headquarters meeting to review the finances of the Union for the fourth quarter of 2004, and report back to the membership at the February coastwise meetings. In the event the Committee cannot be filled today, or is short-handed when it convenes, recommend that necessary committee members be shipped off the hiring hall deck as per past practice.

continued on next page

President's Report continued

The Quarterly Finance Committee will meet at Headquarters at 9:00 A.M. on Friday, February 11.

HOLIDAYS

All SUP halls will be closed on Monday January 17, in observance of Martin Luther King, Jr.'s birthday; a holiday under all agreement except ChevronTexaco Shipping and Foss Maritime Company. Branch meetings will be held on Tuesday, January 18.

Next month all SUP halls will be closed on Monday, February 14, for Lincoln's Birthday, which is a holiday under the collective bargaining agreements with American Ship Management (Offshore and Shoreside), ChevronTexaco Shipping Company, Matson Navigation Company (Offshore and Shoreside) and the San Francisco Bar Pilots.

On Monday, February 21, all SUP halls will be closed for Washington's birthday (Presidents' Day) which is a holiday under the collective bargaining agreements with American Ship Management (Offshore and Shoreside), Matson Navigation Company (Offshore and Shoreside), Foss Maritime Company, Patriot Contract Services (LMSRs and Ready Reserve Fleet).

Under the agreements with ChevronTexaco and the Bar Pilots, Washington's Birthday is observed on February 22.

Due to the holidays, the Headquarters meeting will be on Tuesday, February 15, and the Branch meetings will be on Tuesday, February 22.

ACTION TAKEN

Quarterly Finance Committee: Arthur Thanash #3249, Tom Tynan #3286, Sonny Cooper #4687, Romaine Dudley #2593 and Mark Pfaff #3852 were elected.

M/S to approve American Ship Management MOU. Carried unanimously.

M/S to approve the amended Seattle Shoregang Agreement. Carried unanimously.

M/S to accept the balance of the President's report. Carried unanimously.

Gunnar Lundeberg

San Francisco Business Agent

January 10, 2005

Visited and paid off the following ships:

Ewa— Mike Nielsen, delegate: Pay off at Howard Street. Joe McDonald, bosun. Good clean ship, no disputes. Jurisdiction beef regarding storing lashing gear, ship equipment, in a van which is the sailors' work; agreed to pay sailors.

Kauai— Tom Gustin, delegate, John Peterson, bosun: Return from trip off. Good shape; no disputes.

Lihue— Ernest Stimach, bosun: No disputes; In from the Island. One more trip then going into lay up.

Lurline— Trev Motlow, delegate: Car and van carrier; no disputes.

Mahimahi— Bob Greene, delegate, new bosun Randy Runyan: No disputes.

Maui— Van and car carrier; no disputes.

Mokihana— Art Pond, delegate: Voyage pay off. In from San Pedro. Bosun off on relief. Shoreside workers renewing lifeboat falls in Oakland; sailors' jurisdiction.

Told the delegate to put in overtime for the work.

President Adams— Duke Maringer, delegate: Voyage pay off. No disputes. Good gang. New bosun Singapore Sid.

President Grant— Many thanks to chief steward Doug Swets and galley crew for great Christmas holiday decorations, food and gifts—all much appreciated by the gang. Doug was ably assisted by chief cook Janet Armstrong and Ack/utility Ali Quraish. Joe Obsuna, bosun, Norm Kurtz, AB delegate, Miguel Palacios, AB-day, Rolando DeGuzman, AB-day, Steve Cary AB, Victor Noble AB.

APL Korea— Remoni Tufono, delegate: Voyage pay off. In early from San Pedro. Wilmington Agent cleared up the disputes.

APL Philippine— Voyage pay off. New bosun James Kawasaki. Delegate will be voted in next trip. No disputes.

ASM Shoregang— Running smoothly.

Also worked in the front office during the month.

Bill Berger

Tsunami relief comes from labor Unions

Unions and union members are mounting relief efforts, donation drives and recovery and rebuilding missions to help the millions of survivors of the December 26 tsunami that devastated coastal communities in Sri Lanka, Thailand, India, Indonesia and other Indian Ocean nations. More than 155,000 people were killed by the massive tidal waves and tens of millions of survivors are in desperate need of clean water, food, medical supplies and shelter.

The AFL-CIO American Center for International Labor Solidarity (Solidarity Center) has established a Tsunami Relief Fund to which unions and individuals may donate. The Solidarity Center is a nonprofit organization that assists workers around the world who are struggling to build democratic and independent trade unions.

Along with Sri Lanka, the Solidarity Center operates offices in India, Thailand and Indonesia, and staff in those locations is also working with local unions and officials to develop and deliver relief.

IFPTE has contributed \$5,000 to the relief efforts and is encouraging locals and individual members to consider making donations as well. It is unimaginable the devastation that people are experiencing as a result of this disaster and we should do what we can to help in this massive recovery.

Those interested in contributing to the relief fund should make out a check marked Tsunami Relief, payable to Solidarity Center Education Fund, and send it to: Tsunami Relief Fund Solidarity Center, 1925 K Street, N. W., Suite 300 Washington, DC 20006-1105.

Vice President's Report

January 2005

House of Cards

U.S.-China Economic and Security Review Commission issued a report last week to Congress on job loss related to the China trade deficit. The purpose of the Commission is to monitor and investigate the national security implications of the bilateral trade and economic relationship between the United States and the People's Republic of China. The report finds that economic relationship to be far more damaging to average Americans than anyone had imagined.

Their estimate of the trade deficit with China was staggering and grotesque: over the last 14 years it has increased a factor of 20. In 1989 we imported from China 6.2 billion more than we exported to China. In 2003, we imported 124 billion more than we exported. In 2004, however, things really took off: the Commission estimates the China trade deficit grew at least another 20% in just one year. More than 1.5 million jobs were lost in the 14 year period. California was among the hardest hit states both numerically (211,045 jobs lost to China) and in percentage terms (1.45% of the state workforce).

"This deficit is impacting an ever-broadening segment of U.S. manufacturing, including advanced technology industries like semiconductors once thought immune to lower-wage Chinese competition," the report states. Remember when they said we're going to offshore your job so that you can have a better job? Remember when they said that all the low-wage, low-skill jobs would be sent overseas but that opportunity would actually increase for working Americans so long as we upgraded our skills for high-tech jobs? Now, at last, we have empirical and incontrovertible evidence attesting to what we in the Sailors' Union knew long ago: it's all bullshit.

The study's author, Dr. Robert Scott summarized the findings as follows: "The assumptions we built our trade relationship with China on have proven to be a house of cards. Everyone knew we would lose jobs in labor-intensive industries like textiles and apparel, but we thought we could hold our own in the capital-intensive, high-tech arena. The numbers we're seeing now put the lie to that hope—as China expands its share even in core industries such as autos and aerospace."

In the flag-out mania that followed World War II, we learned that a globalized industry follows a scorched-earth economics: offshoring cuts costs increasing corporate profits by eliminating good jobs that don't come back. Ours was the first globalized industry, and though we stand today as miracle survivors due to the vision of our leadership and tenaciousness of our membership, we have no faith in the promises of politicians or the explanations of economists on the benefits of free trade. To all the industries fighting the offshoring of their livelihood, which now include computer programmers, financial services personnel, medical analysts, architects, engineers, and many others, know that present U.S. trade policy is simply a political smokescreen for keeping the fewest possible controls on the commerce that makes the very rich absurdly rich. We offer them the following bitter admonition: accept nothing, deny everything, join a Union and start punching.

Ships Checked

APL Thailand: Diane Ferrari, delegate. Disputed time back resolved in favor of the gang. Section 9 of the SUP Work Rules, Hours of Labor In Port: "If the 3:00 PM knock off is in effect, the two hours between 3:00 PM and 5:00 PM shall not be deducted from accumulated time back." The 3:00 PM knock off is always in effect in port except when there is necessary work. Either way, it can't be counted against time back.

President Wilson: Gary McDevitt, delegate. Clarifications on sailing board and definitions of necessary work that can preempt the three o'clock knock off: anything except cosmetic maintenance is necessary work done at the straight time rate between 1500 and 1700. Delegates should notify mates however that deliberately "saving" work for after 1500 is a contract violation.

President Truman: Company acknowledged their obligation to pay cash in lieu of transportation at payoff according to the dictates of Section 17 of the General Rules.

USNS Bob Hope: delegate Robert McDougall. Harassment issue resolved. Most LMSR's are enroute the usual port in the Indian Ocean awaiting cargo in Kuwait.

USNS Benavidez: delegate Noel Isumaru. Problems with end of year payoff. Under investigation.

USNS Fisher: delegate Kevin Sheen relieved Jonathan Branch. Clarification on premium rate—payable for all hours worked on a contract holiday.

San Francisco Bar Pilots: delegate Terry O'Neill. Delegate providing bargaining unit members with valuable license and z-card renewal and upgrading assistance.

Foss Maritime Company: delegates Mike Worth and Tom Tynan. Full settlement of grievance issues still waiting on signature from Foss Regional Director Tim Engle but the agreement is in place.

Dave Connolly

Record of SUP Shipping December 2004

	Hdqg.....	Seattle	Wilm	Hono	Total
Bosun	6	2	7	0	15
Maint. Man.....	6	0	0	2	8
A.B. Dayworker	0	0	10	4	14
A.B.	22	17	15	6	60
O.S.	2	0	1	0	3
Standby	18	6	50	39	113
TOTALS	54	25	83	51	213

SUP Branch Reports

Seattle

December 20, 2004

Shipped during the period: 2 Boat-swains: 1 "A-card" returned after trip off and 1 "B-card" to USNS ship; 21 Able Seamen filled by: 3 A-cards, 9 B-cards, 5 C-cards and 4 D-registrants. Of these jobs, 2 steady and 4 relief's shipped to commercial bottoms, 1 shipped to Chevron, and 14 shipped to Navy slots; 1 Ordinary Seaman; B-card shipped to a Navy bottom; and 9 standbys shipped and taken by 9 B-cards.

Registered during the period: 10 A cards for a total of 29; 11 B cards for a total of 37; 5 C cards for a total of 17.

Ships Checked

President Truman, President Jackson in from the Far East with little or no trouble. The APL C-10's are shifting down to the southern run and are not scheduled to return to the Puget Sound until sometime in July. Although shipping will slow down a bit in Seattle; shipping in the Sailors' Union remains extraordinarily good. The Maui and Kauai called twice and both running smoothly. The USNS ships have been reactivated during the last couple of weeks and there will be a lot of work in these vessels during this next year.

As I write this, the Washington State governor's race is still up for grabs and we are waiting for a hand recount. This is the closest race in state history and is critical to workers who do not have collective bargaining agreements. Dino Rossi, the anti-labor candidate, has pledged to take away overtime pay for workers who work in excess of eight hours a day. Some of you who work under the protection of a Union contract voted for this employer blackguard; you should be ashamed of yourselves, denying for others what you so selfishly claim for yourselves.

Ottillie Markholt, author of "Maritime Solidarity" passed away on Thanksgiving Day. Ms. Markholt, whose husband was the SUP Seattle Branch Agent during the late forties, chronicled the bloody battles waged against the working men and women on the waterfront. She was a true unionist all her life, standing in picket lines well into her eighties and always willing to give her time to those that needed help. Her book should be read by all who work within the maritime industry.

Vince O'Halloran, Branch Agent

Wilmington

December 20, 2004

Shipped the following during the period: 6 Bosuns, 20 ABs, 6 AB mains., 2 OS and 44 standbys for a total of 78 jobs shipped.

Registration: 44 A members, 31 B members, 8 C members and 3 D members.

Ships Checked

Maunawili—OK, Tommy James, delegate. Paul Barbour took over the sheets. APL China—OK, Dave Hibert, delegate. Ewa—OK, Bob Burns delegate. Mahimahi—OK, Robert Greene delegate. R.J. Pfeiffer—OK, Jim McGee, delegate. President Wilson—OK, Lawrence Gately, delegate. APL Singapore—OK,

Charlie "Roadkill" Butler, delegate. President Grant—John Kerlin, delegate: Eight hours of high cargo paid to A.B. for supervising cleaning under grating in bilges in bow thruster room, instead of regular OT. He was also crawling around down there with his hands in the muck, cleaning too, showing the Chinese where and how it is done, as they do not speak English. Section 24 of the Work Rules say bilge cleaning is paid at the cargo rate. One hour OT extra paid to three men for letting go of barges on let go. After gangway was raised, the men left their departure duties to let go of barges. Let go was 0800 and gang was called to eat 0715. Barges are not departure duties, put under "early men call." Manukai—OK, Rob Morgan delegate. Spoke to captain about fumes coming out of the sludge tank vent forward of house and was assured measures would be taken so that fumes would not get into rooms making people ill.

On November 18, attended the MTD luncheon meeting on the s/s Lane Victory. It was a nicely catered luncheon with Miguel Contreras as our guest speaker. The Executive Secretary/Treasurer of the L.A. County Federation of Labor, spoke on various things. One topic was the recent presidential election and what organized labor has to do because of the result. It was very informative and a pleasure to have Mr. Contreras here in the South Bay; a Union waterfront. Among guests were David Arian, President of Local 13 ILWU, Captain David Boatner of the MM&P, Al Camellio of the MEBA, John Cox of the SIU, Bill O'Brien from the MFOW, and reps from the Teamsters, IBU, teachers and many others.

December 11, was our annual Christmas party at the hall. It was a wonderful and happy event. John Makaiwi and Hans Baeymer, our two great chefs, did all the cooking, buying, catering arrangements, and leg work. This would not have happened without them and the help of the other members, Mario Barahona as DJ, and bringing and setting up the music and toys for the kids; Bill O'Brien was behind that and making salads and buying and dealing. The music was great and the food excellent. Leon Gandy picked up the catered goods from Slavko's. Ernie Jalomo and Juan Gonzales picked up some last minute things. Thanks to them and Fred Ziegeler, Steve Callahan, Ely, Sinbad, Barry Fisher, Stanley Lane, Wally, Big Al, Gabe McDonald, Dan McDonald, John Allen, Sonny Gage, Tom Riley, and another dozen guys for the setting up and breaking down, and Art Pond for doing the pies and coffee. There were 100 people here and nothing was wasted. THANK YOU, EVERYONE!

Took care of the duties of the port. Hope you had a "Merry Christmas" and a happy, prosperous new year.

Keith Miller, Branch Agent

Honolulu

December 20, 2004

Shipped the following during the month of November: 1 AB maint., 5 ABW, 1 ABW-relief, 3 ABD, 1 ABD relief, and 2 OS. These jobs were filled by 7 A members, 2 B members, 4 C members and 1 D registrant. Also shipped 23 standby jobs filled by 2 A members, 6 B members, 12 C members and 3 D registrants for a total of 37 jobs shipped.

During the month of November, registered the following: 9 A members, 7 B members, 3 C members and 3 D registrants. To date, registered are: 12 A members, 14 B members, 10 C members and 5 D registrants, for a total of 41 registered.

Ships Checked

Maui, Lurline, Lihue, Matsonia, Kauai, Ewa, R.J. Pfeiffer, Maunawili, and Manukai. All with few or no beefs. Paint and rigging gang running smoothly with Monte Kalama as bosun.

On December 12, held our annual SUP/MFOW Christmas party at the Honolulu hall. It was a well attended event and a good time was had by all!

On December 15, attended the Hawai'i Ports Council meeting. We had Hawai'i state AFL-CIO president Harold Dias, Jr. as our guest. Discussed upcoming state legislative issues and, watch this one, proposed national AFL-CIO plans to revamp the organization.

Took off for the mainland for awhile for the holidays and would like to thank Bonny Coloma, MFOW Honolulu Agent for holding down the office and hall while I was gone.

This could be a trying year for the SUP. We all have to pull together to weather out this storm. We have done it before and will do it again!

Mike Duvall
Branch Agent

Jacksonville

December 2004

For the month of December one OS was dispatched to a USNS ship. This job was filled with a C card. As all but two of the LSMR's were deployed in late November and early December they were crewed in the month of November, thus only one billet needed to be filled. However, this will change in January as these ships begin returning and reliefs will be needed.

Ships Checked

USNS Mendonca—Boarded in Savannah, GA, on December 4. Joe Jewell is the delegate and Dave Eriksen the bosun. Crew was extremely busy loading cargo for deployment to the Middle East.

There were some questions regarding configuration of cargo watches and definition of the night meal. These issues were discussed and resolved.

USNS Seay—Boarded in Charleston, SC, on December 5. Dave Dodge is the delegate and Paul Harsany is the bosun. Ship initially docked in Savannah, GA, but the fired and disgruntled C/M informed the USCG that the ship did not have watertight integrity in its cargo holds. After USCG inspection, the ship was sent to U.S. Navy Yard in Charleston for repairs. The problem was corrected and the ship shifted to Goose Creek Naval Weapons Facility to load. Gang was busy, but took time for a great meeting with all hands. No beefs.

USNS Piliiauu—Boarded in on December 8 in Savannah, GA. New delegate to be elected once underway; Donn Reed is the bosun. Very busy time loading cargo destined to support Operation Iraqi Freedom. No beefs.

USNS Gordon—Boarded in Savannah, GA, on December 14. Glenn Loutsenhizer is the delegate and Martin Dempsey is the bosun. Ship was busy loading and the gang is happy to be underway and making money. No beefs.

USNS Brittin—Boarded in Goose Creek Naval Weapons Facility, SC, on December 15. Steve Garrett is the delegate and Sam Scott the bosun. Security requirements make this base harder to get onboard than getting into Fort Knox. Took several hours to get clearance, but had a great meeting with all hands at afternoon coffee and the supper meal. No beefs.

Since their deployment I have been in contact with every LSMR ship either telephonically or via email. Really appreciate the delegates keeping me informed. For those LSMR sailors on the beach, now is the time to get current on your documents and register. These ships will begin returning in January and will require reliefs. It is great news that Patriot will retain this contract through July 22, 2005; and much thanks are due to the SUP leadership for their ongoing efforts to maintain our jobs.

Bud Yost
East/Gulf Coast Rep

Dispatcher's Report

Headquarters—Dec. 2004

Deck	
Bosun	6
Carpenter	0
MM	6
AB	22
OS	2
Standby	18
Total Deck Jobs Shipped	54
Total Deck B, C, D Shipped.....	21
Engine/Steward	
QMED	0
Pumpman	0
Oiler	0
Wiper	0
Steward	0
Cook	0
Messman	0
Total E&S Jobs Shipped	0
Total E&S B, C, D Shipped	0
Total Jobs Shipped - All Depts. ...	54
Total B, C, D Shipped-All Depts. .	21
Total Registered "A"	71
Total Registered "B"	64
Total Registered "C"	8
Total Registered "D"	9

In Memoriam

Harry Lundeberg

March 25, 1901

January 28, 1957

