Official Organ of the Sailors' Union of the Pacific

Friday, June 20, 2008

Little progress made with Matson as bargaining deadline looms; SUP membership approves strike resolution

SAN FRANCISCO, CALIFORNIA

hile negotiations between the Sailors' Union of the Pacific (SUP), Marine Firemen, Oilers, Watertenders and Wipers Association (MFOW), and Seafarers' International Union-Marine Cooks (SIU-Marine Cooks) — which comprise the SIU-Pacific District— and Matson Navigation Company are ongoing, no significant headway has been made as the West Coast Sailors went to press.

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The collective bargaining agreement covering most of the commercial vessels in Matson's fleet expires at midnight on Monday, June 30, as does the SUP and MFOW Maintenance Agreements. The SUP and MFOW agreements covering the

vessels *Manukai*, *Maunawili*, *Manulani* and *Maunalei* does not expire until 2013, however, the Unions have demanded that the terms and conditions of the master offshore agreement be applicable to these ships.

Besides consolidating the agreements and ending the economic disparity between them, the primary Union goals in bargaining are to increase pension benefits, achieve a general wage increase and improve work rules.

Thus far, Matson and its minions have been less than responsive. At the last bargaining session on June 18, the company was dismissive of the Union pension proposals. Its response to the SUP and MFOW proposal

of June 12, to consolidate the offshore agreements was countered with a watered-down concoction that does not address the issue. In addition, Matson—one of the most profitable ocean carriers in the world—offered peanuts for wage increases. For complete coverage of bargaining prior to June 18, see SUP President Gunnar Lundeberg's

Due to the volatility of the situation with Matson, the SUP and MFOW both passed resolutions this month, authorizing a strike against Matson, if necessary.

report beginning on page 10.

As President Lundeberg stated, "The membership should be prepared for any contingency,"

STRIKE RESOLUTION

WHEREAS, Article XXV of the Sailors' Union of the Pacific's Constitution sets forth the requirements to call a strike; and

WHEREAS, the Negotiating Committee elected to bargain with Matson Navigation Company must have all the tools necessary to negotiate a new agreement; and

WHEREAS, the SUP must be prepared for all contingencies;

THEREFORE BE IT RESOLVED, that in accordance with the SUP Constitution, this Resolution shall be spread in full upon the minutes and that a vote on the Resolution be taken by secret ballot at the June Headquarters and Branch meetings; and

BE IT FURTHER RESOLVED, that an affirmation vote in accordance with Article XXV, of the SUP Constitution shall authorize the Negotiating Committee to call a strike against Matson, if necessary.

UN Security Council authorizes "all means necessary" to repress piracy off Somalia

Condemning all acts of piracy and armed robbery against vessels off the coast of Somalia, the United Nations Security Council on June 2, authorized a series of decisive measures to combat those crimes.

By the terms of resolution 1816 (2008), which was unanimously adopted, the Council



tional law.

The text was adopted with consent of Somalia, which lacks the capacity to interdict pirates or patrol and secure its territorial waters, following a surge in attacks on ships in the waters off the country's coast, including hijackings of vessels operated by the World Food Program and numerous commercial vessels — all of which posed a threat "to the prompt, safe and effective

decided that the States cooper-

ating with the country's transi-

tional Government would be al-

lowed, for a period of six

months, to enter the territorial

waters of Somalia and use "all

necessary means" to repress acts

of piracy and armed robbery at

sea, in a manner consistent with

relevant provisions of interna-

Affirming that the authorization provided in the resolution applies only to the situation in Somalia and shall not affect the rights and obligations under the

delivery of food aid and other

humanitarian assistance to the

people of Somalia," and a grave

danger to vessels, crews, pas-

sengers and cargo.

Law of the Sea Convention, nor be considered as establishing customary international law, the Council also requested cooperating States to ensure that antipiracy actions they undertake do not deny or impair the right of innocent passage to the ships of any third State.

While urging States, whose naval vessels and military aircraft operate on the high seas and airspace of the coast of Somalia to be vigilant, the Council encouraged States interested in the use of commercial routes off the coast of Somalia to increase and coordinate their efforts to deter attacks upon and hijacking of vessels, in cooperation with the country's Government. All States were urged to cooperate with each other, the International Maritime Organization (IMO) and, as appropriate, regional organizations and render assistance to vessels threatened by or under attack by pirates.

Speaking prior to action on the draft, Indonesia's representative emphasized the need for the draft to be consistent with international law, particularly the

1982 United Nations Convention on the Law of the Sea, and to avoid creating a basis for customary international law for the repression of piracy and armed robbery at sea. Actions envisaged in the resolution should only apply to the territorial waters of Somalia, based upon that country's prior consent. The resolution addressed solely the specific situation off the coast of Somalia, as requested by the Government

Speaking after the vote, Viet Nam's representative said the resolution should not be interpreted as allowing any actions in the maritime areas other than Somalia's or under conditions contrary to international law and the Law of the Sea Convention.

The representative of Libya said he had voted in favor of the draft on the understanding that the resolution related only to acts of piracy in the maritime areas under jurisdiction of Somalia.

South Africa's representative said that it was necessary to be clear that it was the situation in Somalia that constituted a threat to international peace and security and not sea piracy in itself. Furthermore, the resolution

must respect the Law of the Sea Convention, which remained the basis for cooperation among States on the issue of piracy. The Council should not lose focus on the larger situation in the country, most importantly the need to address the political, security and humanitarian situation on the ground.

China's representative said hat the Council's actions should facilitate international assistance in combating piracy and avoid negative consequences. Such assistance should be based on the wishes of the Government and be applied only to the territorial waters of Somalia. It must comply with the Law of the Sea Convention and must not constitute conflict with existing international legislation. The resolution adopted responded to those requirements to the greatest extent possible. The resolution was sponsored by Australia, Canada, Denmark, France, Greece, Italy, Japan, Netherlands, Norway, Panama, Republic of Korea, Spain, United Kingdom and the United States.

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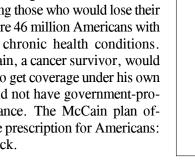
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John McCain's health care plan for Americans: Don't get sick

While Senator John McCain (R-AZ) has revealed little about his health care plan, the broad outlines of his proposal represent a radical departure from the current employer-based system, providing less coverage and imposing higher costs. McCain envisions a system under which most Americans shop for health insurance on their own in a highly deregulated market, which would charge higher deductibles and co-payments and provide less coverage. Ultimately McCain's vision places the 158 million Americans who receive their health care through their jobs in danger of losing coverage. McCain replaces the current tax breaks for employer-sponsored health insurance with a one-size-fits-all tax credit of \$2,500 for individuals and \$5,000 for families, equalizing the tax treatment of employer and individual plans and enticing healthy workers to buy cheaper but less substantive insurance in the individual market place. But the departure of healthy workers from employer insurance pools would drive up average health costs, forcing more workers to opt out entirely. The entire employer health insurance system could unravel, "ending this as an option for

Americans who prefer it," as the Center of American Progress Action Fund has noted. Among those who would lose their health care are 46 million Americans with preexisting chronic health conditions. Thus, McCain, a cancer survivor, would be unlikely to get coverage under his own plan if he did not have government-provided insurance. The McCain plan offers a simple prescription for Americans: Don't get sick.



Final Departures

Harry Hicks, Book No. 5743. Born in Tennessee in 1923. Joined SUP in 1957. Died in Rock Springs, Georgia, May 12, 2008. (Pensioner)

Vicente Meza, Book No. 6368. Born in Chile in 1917. Joined SUP in 1956. Died in San Francisco, California, May 8, 2008. (Pensioner)

James Bonn, Book No. 3917. Born in Ohio in 1908. Joined SUP in 1935. Died in New York, May 14, 2008. (Pen-

Evert Johansson, Book No. 4100. Born in Sweden in 1923. Joined SUP in 1946. Died in California. (Pensioner)



National Maritime Day, 2008

By the President of the United States of America **A Proclamation**

On National Maritime Day, America honors our highly skilled mariners who sail the high seas, support those on the front lines of the war on terror, and promote commerce around the world.

Since 1775, the United States Merchant Marine has served our country, helping America become a great maritime power. During the Second World War, courageous mariners were among those who suffered greatly—hundreds of ships were lost to enemy action, and many mariners made the ultimate sacrifice. We pay tribute to these heroes who answered the call to serve when our Nation needed them most. Today, our merchant mariners continue to protect our homeland, including by supporting our troops in Iraq and Afghanistan.

In times of peace and war, these brave patriots help keep our Nation safe and strengthen our economy. By transporting American goods across the oceans, merchant mariners facilitate commerce and advance trade. These Americans honor the noble traditions of seafarers and enrich our country's maritime heritage.

In recognition of the importance of the U.S. Merchant Marine, the Congress, by joint resolution approved on May 20, 1933, as amended, has designated May 22 of each year as "National Maritime Day," and has authorized and requested that the President issue an annual proclamation calling for its appropriate observance.

NOW, THEREFORE, I, GEORGE W. BUSH, President of the United States of America, do hereby proclaim May 22, 2008, as National Maritime Day. I call upon the people of the

United States to mark this observance by honoring the service of merchant mariners and by displaying the flag of the United States at their homes and in their communities. I also request that all ships sailing under the American flag dress ship on that day.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-first day of May, in the year of our Lord two thousand eight, and of the Independence of the United States of America the two hundred and thirty-second.

GEORGE W. BUSH

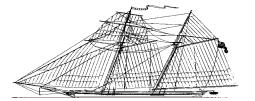
SUP Meetings

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

	Hdqs. B	ranch
July	14	21
August	11	18
September	8	15
October	14*	20
November	10	17
December	8	15
*Tuesday		

Stephen Troth, Book No. 3018. Born in Australia in 1923. Joined SUP in 1945. Died in Rohnert Park, California, April 22, 2008. (Pensioner)

Virgil Brunette, Book No. 5428. Born in Minnesota in 1929. Joined SUP in 1948. Died in Portland, Oregon, June 4, 2008. (Pensioner)



West Coast Lailors

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Most TWIC card printing machines now broken

More problems have surfaced in the Department of Homeland Security's delay-plagued Transportation Worker Identification Card (TWIC) program. Eight out of 12 machines used to produce the cards have been returned to the manufacturer for repairs. The shortage of machines has increased production time tenfold, from one day to ten days, according to Representative Bennie Thompson (D-Mississippi), Chairman of the House Homeland Security Committee.

"At this juncture, it is difficult to determine which is more astonishing—the fact that the facility producing these cards is experiencing a 66 percent machine failure rate or the fact that this machine failure rate has resulted in a tenfold increase in the card production schedule," Thompson wrote Homeland Security Secretary Michael Chertoff on June 10.

The announcement of the machine breakdowns comes on the heels of widespread criticism of the TWIC call center, the phone line to which transportation sector industry workers are expected to turn to resolve TWIC-related questions or problems. Thompson said his office had received complaints about the Helpdesk from transportation workers across the country. Some said they had been put on hold for hours by the TWIC Helpdesk, only to receive incorrect or misleading information from the person on the other end of the phone. Thompson said he had received reports that some companies were considering hiring additional administrative staffers specifically to help employees deal with the TWIC Helpdesk.

In letters to Lockheed Martin, the contractor which is being paid to manage the call center, the government says that at the beginning of May, the average caller wait time for TWIC Helpdesk contacts were over 20 minutes and that 70 percent of callers generally give up after spending eight minutes on hold.

A spokesman for the Transportation Security Administration said that the broken TWIC printing machines were expected to be back online in a matter of days.

House hearing on Jones Act ship repair

Representatives of shipping companies and shipbuilders involved in the U.S. coastal trades testified at a congressional hearing this month that the Coast Guard should clarify and strengthen its enforcement of rules regarding work performed on Jones Act vessels in foreign shipyards. The hearing was convened by Representative Elijah E. Cummings (D-Maryland) before the House Subcommittee on Coast Guard and Maritime Transportation, which he chairs. "Fair and consistent enforcement of the Jones Act is essential to ensuring that... all the vessels certified for coastwise trade are competing on a level playing field," Cummings said.

The Second Proviso of the Jones Act requires that to retain coastwise trading privileges, U.S.-flag vessels must be rebuilt in the United States. The relevant Coast Guard rule allows hull work to be carried out abroad if the individual components do not exceed 1.5 percent of the vessel's total steel weight. In addition, total overseas ship work is not supposed to exceed 10 percent of the vessel's weight.

Those testifying before the House subcommittee said that inconsistencies and lack of transparency in the Coast Guard's second proviso approval process are interfering with companies' ability to make good business decisions. Witnesses called on the Coast Guard to establish a new procedure that includes: public notice that an application for the work has been filed; an opportunity for interested parties to participate in the proceeding; a reasonable opportunity to pursue an administrative appeal within the Coast Guard; judicial review under the Administrative Procedures Act; publishing and indexing of Coast Guard decisions.

"The issues pertaining to the rebuilding of Jones Act vessels in foreign shipyards are highly complex," Cummings said. "There is currently significant confusion regarding the exact meaning of some of the terminology utilized in existing regulations, as well as how those regulations are to be applied. Such confusion appears likely to undermine efforts to ensure that the Second Proviso is enforced as intended. It is my hope that the Coast Guard will take the opportunity to clarify its regulations."

New Jersey Senator will push for "real improvements" in port security

At a hearing on the requirement that all containers entering the United States be scanned by 2012, Senator Frank Lautenberg (D-New Jersey) expressed concerns about the rate at which container security programs are being implemented. The hearing was held before the Senate Subcommittee on Surface Transportation and Merchant Marine Infrastructure, Safety, and Security.

In his opening remarks, Lautenberg said he was angry about delays that will cause the government to miss the July 2012 congressional mandate requiring all containers coming into U.S. ports to be scanned for nuclear weapons and radiation. Lautenberg said he planned to introduce legislation to bring about "real improvements in port security."

"The Bush Administration has long believed that a 'layered' approach is adequate for securing our ports," Lautenberg said. "But in practice, this 'layered' approach has been more like a 'piece-meal' one, leaving our country and our economy more vulnerable. After the 9/11 attacks, the federal government installed equipment to scan 100 percent of passengers and baggage boarding a plane. It should not take another attack on our country for the federal government to secure our ports."

Lautenberg said that the Government Accountability Office (GAO) had already testified before Congress that the Bush Administration's cargo security programs were seriously compromised. For example, he said, there are still not even minimum standards for container security and the Department of Homeland Security has not yet established a standard lock for containers.

A victory for U.S. workers: GAO upholds Boeing's protest of air tanker deal

Union members are demanding the U.S. Air Force immediately rebid the contract for a \$35 billion air tanker, after the U.S. Government Accountability Office (GAO) this month upheld Boeing's protest of the deal the Air Force awarded to European-based EADS, maker of the Airbus, and Northrop Grumman Corp.

Paul Shearon, secretary-treasurer of the International Federation of Professional and Technical Engineers (IFPTE), and a former Boeing worker, said: The "announcement by GAO confirms what the Boeing workers have suspected for months—that the Air Force failed miserably to practice due diligence to the taxpayers of our country by awarding this important defense contract to EADS. Given these significant flaws, IFPTE demands that the Air Force withdraw the contract award to EADS and undertake a new, transparent and complete competition immediately. Failing such a response by the Air Force, we urge congressional appropriators to reject funding for this misguided EADS contract and force the Air Force to rebid the contract."

"This is a major victory for America," said Machinists (IAM) Vice President Rich Michalski. "In addition to multimillion dollar accounting errors and foreign government subsidies, the Air Force made changes midway in the competition that further favored the Airbus proposal. The GAO report should be the foundation for reversing this outrageous award without delay."

IAM and IFPTE combined represent 55,000 workers at Boeing.

If Seattle-based Boeing had been awarded the air tanker deal, it would have supported at least 44,000 new and existing jobs in the United States, many of them good Union jobs, as well as more than 300 suppliers in 40 states. But under the EADs contract, only a few thousand lower-paying nonunion jobs will be created.

Defense expenditures are required to comply with federal Buy American Law provisions, which stipulate purchasing certain products from U.S. companies when possible. But the Bush administration has granted more waivers of the Buy American provisions than any administration in history.

The non-binding GAO report cites a number of significant errors by the Air Force that could have affected the outcome of what was a close competition between Boeing and EADS. "We recommend that the Air Force reopen discussions with the officers, obtain revised proposals, re-evaluate the revised proposals and make a new source selection decision consistent with our decision."

Time magazine reported in March that the presumptive Republican presidential nominee, Senator John McCain, was a "key figure" in the Pentagon's attempt to complete the tanker deal. According to the news magazine, McCain wrote letters and pushed the Pentagon to change the bidding process so that Airbus' government subsidies could not be considered when deciding to whom to award the contract.

This placed Boeing, which receives no

subsidies, at a clear disadvantage and conflicted with U.S. trade policy. In fact, the United States currently has a complaint before the World Trade Organization (WTO), charging unfair trade practices resulting from Airbus's illegal subsidies. Click here to read the Time article.

In a statement, Senator Patty Murray (D-Washington) said: "The Air Force bought a tanker that doesn't meet their needs and has been waging a PR campaign ever since. Just last week the Air Force admitted that it had made large scale errors regarding the cost of the Airbus and Boeing proposals. But for the past three months the Pentagon has refused to account for how this competition was decided. Official after official has stonewalled all efforts by Congress to get to the bottom of it. It is time for real answers to hard questions."

Senator Maria Cantwell (D-Washington) said the GAO criticisms are a "scathing indictment of the Air Force's process. Congress needs to investigate the way in which our federal agencies award contracts and ensure taxpayer costs and national security issues are paramount in all procurement decisions."

The GAO decision came after a report compiled by the IFPTE, which high-lighted the corrupt bid-awarding process involved and found the EADS fleet will cost taxpayers money and is likely less safe than the Boeing model. IFPTE found the Boeing model could save taxpayers \$90 billion over the program's lifetime. Here are a few of the report's findings:

•The contract to EADS could cost U.S. taxpayers as much as \$30 billion in unneeded costs.

·Known as the KC-30, the aircraft EADS is less capable, can land in fewer bases and is more vulnerable to being downed by enemy fire.

- The KC-30 is being financed with illegal subsidies, according to a near-unanimous consensus of legal experts in the United States and leaders of both political parties.
- The U.S. Defense Department made questionable midstream changes in the procurement criteria that it has not explained to Congress to date.
- · EADS won exemptions from key national security laws, including those that restrict the export of sensitive military technologies developed with U.S. funds.
- · EADS has very questionable relationships with Iran, Russia and others that should be of concern to policymakers tasked with protecting our national security.

Informational website for voting absentee

The SUP encourages all Union members and their families to vote in November. If you like to vote by absentee ballot or you plan to be out-of-town on November 4, how-to information is available at www.longdistancevote.org. The site features an easy-to-use, state-by-state breakdown of dates and procedures for obtaining an absentee ballot. The *West Coast Sailors* publishes the URL for this site for informational purposes only.

Political action in Wilmington



SUP members participated in a phone bank for California State Senator Mark Thomas on May 30, at the SUP Wilmington hall. In back from left: Bernard Lape (sitting), LA Federation of Labor Hector Saldivar, MFOW Jefferson Basuel, SUP members Grant Wegger, Amado Abiniel, and Pedro Guerrero. In front sitting on the right Mark Reed.

MM&P and MEBA move forward on Merchant Officers' Labor Alliance

The committee established by Masters, Mates & Pilots (MM&P) and the Marine Engineers' Beneficial Association (MEBA) under the terms of the Merchant Officers' Labor Alliance (MOLA) met for the first time on June 12, at MM&P Head-quarters in Linthicum, Maryland. MEBA was represented by President Don Keefe, Secretary-Treasurer William Van Loo and West Coast Vice President Edward MacCormack. MM&P was represented by the International President Tim Brown, the Offshore Gulf Coast Vice President Bob Groh, and the Offshore West Coast Vice President Don Marcus.

During the meeting, the group discussed development of a closer working relationship between the Unions' lobbying and Washington advocacy organizations, MM&P's Maritime Institute for Research and Industrial Development (MIRAID) and MEBA's American Maritime Congress. Consideration was given to a plan to share more Unions halls, either through rentals or purchase. The MOLA committee will meet again in September.

UN chief says ship pollution needs to be reduced

"More needs to be done" to "deal with pollution and reduce greenhouse gas emissions from ships," United Nations Secretary General Ban Ki-moon said.

Ban was speaking on June 17, at the International Maritime Organization (IMO) to mark the organization's 100th Council meeting and commended the organization's "laudable work" done so far to reduce emissions. "We need strong policies," he added, "and at the same time it is essential to help developing countries implement such measures."

Ban also acknowledged the action initiated by the IMO and the World Food program to urge action to tackle piracy off Somalia, leading to the UN Security Council's resolution earlier this month authorizing states cooperating with Somalia's transitional government to use all necessary means to deal with piracy and armed robbery. He quoted IMO Secretary-General Efthimios Mitropoulos as calling for concerted action to prevent piracy; "I completely agree," Ban said.

British officers' Union challenges government on seafarers rights

Nautilus UK, the British Union for licensed mariners, says that Britain is failing to uphold international conventions on seafarers' working conditions to the International Labor Organization, the tripartite United Nations agency that seeks to regulate working conditions worldwide.

A representative of the seafarers' union appeared before the ILO Committee on the Application of Standards this month, in order to lodge complaints about United Kingdom (UK) enforcement of ILO conventions 147 and 180. However, any adverse ruling would be chiefly of symbolic significance. The Department for Transport branded the action "unreasonable and unhelpful".

Nautilus believes that Britain has failed to regulate the social and working conditions of seafarers on UK ships that operate wholly or mainly outside UK territorial waters, as well as the conditions of foreign seafarers working on UK ships. It also accuses the government of not establishing adequate inspection and enforcement measures to police ILO 180, covering seafarers' hours of work and rest.

Nautilus UK senior national secretary Allan Graveson asserted that the UK is guilty of "delay and obfuscation" in implementing the provisions of the ILO conventions, with shortfalls in funding and staffing for the Maritime and Coastguard Agency stopping adequate policing efforts. "In seeking to address the intentional shortcomings in UK national legislation, implementation and enforcement, seafarers seek not only to protect their own immediate safety and long-term health, but also the safety of all seafarers, passengers and protection of the maritime environment," Graveson added.

Speculation on the sale of Hapag-Lloyd —Neptune Orient Line a contender

International shipping opinion is split about where Hapag-Lloyd will end up. Container lines likely to be hit by the fall-out from another mega merger are already drawing up contingency plans.

Should Neptune Orient Line buy Hapag-Lloyd, the parent company of APL, the impact on the liner shipping industry will be felt way beyond Singapore and Germany. The two are members of different alliances, and lines from Japan, Hong Kong, Malaysia and South Korea would be caught up in the inevitable disruption and confusion. Talks are already being held between the two consortia about a backup plan in the event of another round of consolidation.

International maritime sources indicate that Hapag-Lloyd's owner Tui will be sending out prospectuses, inviting offers to genuine potential bidders who have requested the sales documents, this month.

Some well-placed sources consider NOL to be the only serious contender. The chance to buy Hapag-Lloyd, ranked number five in the world, would be a rare opportunity for NOL to move into the world's elite, say those who expect APL to emerge the winner. Its liner shipping arm APL currently operates the world's seventh largest boxship fleet, and a merger with Hapag-Lloyd would push the combination to third place, ahead of CMA CGM.

But just as the takeover of P&O Nedlloyd by AP Moller-Maersk sent shock waves through the freight markets as long-established alliances had to be reorganized, so the same would be true in the event of a tie-up between APL and Hapag-Lloyd. The former is a member of the New World Alliance. In partnership with Japanese line MOL and South Korea's Hyundai Merchant Marine. The latter belongs to the Grand Alliance along with NYK, OOCL and MISC Berhad.

On the assumption that, if APL and Hapag-Lloyd are amalgamated, they will operate on their own, informal talks are now being held about merging the two consortia, which already work together on certain routes.

Although other names are being linked to Hapag-Lloyd, these are being taken less seriously than the NOL approach. Maersk Line's refusal to rule itself out of the picture is seen by senior industry figures as a fishing expedition. The much publicized Hamburg solution to stop Hapag-Lloyd falling into foreign hands is also thought by some to have only an outside chance, but with Tui welcoming the intervention as a way of pushing up the price. But top level industry executives also point out that deep-pocketed NOL has failed in past takeover attempts. The Singapore line bought U.S. carriers APL in 1997, but lost out in a round of consolidation activity in 2005, when both P&O Nedlloyd and CP Ships were swallowed up. NOL was thought to have been interested in both but was outbid by AP Moller-Maersk and Hapag-Lloyd. If the front runner is successful this time, there would be compatibility, with APL strong on the Pacific and Hapag-Lloyd bigger in the Asia-Europe and Atlantic trades.

But insiders are also warning that Tui is under no obligation to sell Hapag-Lloyd, and could reject all bids if prices offered are not thought high enough.

French register tops Paris MOU ranking

France has emerged as the best-performing flag in the Paris Memorandum of Understanding in 2007, based on a three-year rolling average of detentions, with the United Kingdom dropping from the 2006 top slot down to number five. Panama, the flag of convenience that is by far the world's largest register, came out 65th out of 80, meriting a place on the official black list of the worst flags, after previously appearing on the grey list. The Russian Federation, at 33, was one place above the United States.

The Paris performance tables are not just about prestige, as they influence the MOU's targeting matrix, used to select ships for inspection. Ships registered with poorer performers are more likely to be inspected.

A statement from the Paris MOU points out that 19 flags, three more than last year, while the white list expanded slightly from 37 countries to 38. It noted: "A hard core of flag states remain on the black list. Most of the flags that were considered very high risk in 2006 have retained this ranking. The poorest performing flags are still Democratic People's Republic of Korea, Bolivia and Albania."

FBI probes high seas disappearance of Romanian master from Liberian vessel

The Coast Guard confirmed that on or about May 22, the Romanian master of the 66,755dwt Liberian-flag bulker carrier *Morning Cloud* was missing from the ship off the Florida Coast enroute from Yuzhny, Ukraine to New Orleans. Miami-based Coast Guard personnel unsuccessfully searched for Captain Iulian Liviu Iliescu, aged 48.

Once in New Orleans, the Coast Guard boarded the vessel and after conducting a preliminary investigation, the probe was turned over to the FBI's New Orleans field office. An FBI spokeswoman confirmed that "we are investigating to determine if a 'crime on the high seas' did occur. We are working closely with the Coast Guard and the embassies of Romania and Liberia on this matter."

The vessel and its crew, mostly Russian, are being detained during the investigation. According to Romanian press reports, Iliescu had been calling his wife, complaining about his relationship with the crew. News services quoted the captain's wife as saying: "He hadn't experienced such a harsh voyage in 25 years of sailing." Reports from the ship are that blood was found in the captain's cabin.

Our labor unions are not narrow, self-seeking groups. They have raised wages, shortened hours, and provided supplemental benefits. Through collective bargaining and grievance procedures, they have brought justice and democracy to the shop floor. **9

Transportation Worker Identification Credential (TWIC) **Enrollment Centers as of June 2008**

To obtain a TWIC, mariners may visit the following enrollment centers or sign a disclosure form, provide the necessary identity verification docuto simplify the process and save time, you can pre-enroll online at www.tsa.gov/twic or call 1-866-347-8942. The enrollment process requires applicants to visit an enrollment center to provide biographic information,

ments, provide a complete set of fingerprints, sit for a digital photograph and pay the enrollment fee. For a complete list of disqualifying crimes and offenses, visit www.tsa.gov/twic.

Alabama 250 North Water St.

Mobile

Alaska

619 E Ship Creek Ave.

Anchorage

Native Village of Eyak 110 Nicholoff Way

Cordova

3200 Hospital Dr. #202 Juneau

KPD Shelikof Facility 405 Marine Way

Kodiak

50097 Kenai Spur

Nikiski

223 Harbor Way

Petersburg

Harrigan Centennial Hall 330 Harbor Drive

Sitka

501 E. Bremner St.

Valdez

Wrangell Harbor Office

Shakes Street

Wrangell

Arkansas

2005 E 17th Street

Little Rock

California

2050 Park Road

Benicia

301 East Ocean Blvd. Ste. 500

Long Beach

2000 Marina Vista Dr.

Martinez

1830 Embarcadero Ave. #104

Oakland Oakland Maritime Support Svcs. 11 Burma Road

Oakland

2102 W. Vineyard Ave.

Oxnard

13201 San Pablo Ave. #300 Richmond

1025 W. Laurel St., Ste. 103

San Diego

500 Sansome St., Ste. 202

San Francisco

1931 North Gaffey St.Ste. B San Pedro

1401 Halyard Drive

West Sacramento

Connecticut

850 Grand Ave.

New Haven

75 Crystal Ave.

New London

Delaware

1 Hausel Road

Wilmington

Florida

Port Everglades Badging Ofc. 1030 Taylor Rd.

Dania Beach

955 Tallyrand Ave.

Jacksonville

Habana Plaza (rear)

3125 Riviera Drive

Key West

975 North America Way

Miami

Manatee County, Port Auth. 3604 Reeder Road

Palmetto

707 Mullet Road, Stes. 117/118

Port Canaveral

2051 Dr. Martin

King, Jr. Blvd., Ste. 303 Riviera Beach

2604 E. 7th Ave.

Tampa

Georgia

Georgia Power Plant McManus 1 Crispen Island Dr.

Brunswick

5214 Augusta Rd.

Garden City

Hawai'i

Kahului Shopping Center 65 West Kaahumanu Ave.

Unit 14 Kahului, Maui

970 Kele Street, Ste. 102

Lihue, Kauai

Hilo Hawaiian Hotel

71 Banyan Dr.

Hilo

1347 Kapiolani Blvd., Ste. 204

Honolulu

Illinois

8741 South Greenwood

Dixon Building

Chicago

111 W. Washington St. Ste. 346

East Peoria

1635 W. First St.

Granite City

Three Rivers Safety Council 1615 W.Jefferson St. Ste. TWIC

Joliet

Indiana

200 Russell Street, Ste. 110

Hammond

3602 Northgate Ct. Ste. 37C

New Albany

Kansas

Commerce Plaza 1, 7th Floor 7300 West 110th Street

Overland Park

Kentucky

322 Harrison Ave.

Paducah

Louisiana

Safety Council for Louisiana Capital Area, 8180 Siegen Ln.

Baton Rouge

1340 W. Tunnel Blvd., Ste. 550

Houma

700 W. McNeese Street

Lake Charles

LaPlace Shopping Center 1933 West Airline Hwy.

LaPlace

512 Roderick Street **Morgan City**

Port Fourchon Harbor Police

108 A.O. Rappelet Road **Port Fourchon**

170 James Drive E. Ste. 104 St. Rose

Maine

163 Hildreth St. North

Bangor

236 Oxford Street, Suite 12

Portland

Maryland

2200 Broening Hwy., Ste. 220 **Baltimore**

213 W. Main St., Ste. 204C Salisbury

3225 Old Washington Rd. Ste. 2106

Waldorf

Massachusetts

28 Damrell Street, Suite 104 **Boston**

300 Tremont Street, Unit #5 Carver

Michigan

200 W. Erie St., Ste. 1

Calcite Delray Mechanical

667 S. Post St. **Detroit**

906 Ludington St., Ste. 1

Escanaba 863 North Pine Rd.

Essexville 430 S. Water St.

Marine City Old City Hall Bldg. 220

W Washington St., Ste. 120

Marquette

800 East Ellis Road, Ste. 122

Norton Shores Amer. Inn of Silver City

120 Lincoln Ave.

Ontonagon

511 Ashmun St.

Sault Ste. Marie 396 N. State St.

St. Ignace

1020 Hastings St., Ste. 105 **Traverse City**

Minnesota 1310 Port Terminal Road

Duluth-Superior

Holiday Inn, 1500 Hwy. 71

International Falls

34 13th Ave., NE

Minneapolis 2161 University Ave.

St. Paul

Mississippi

800 Dr. Martin Luther King, Jr. Blvd.

Greenville

1223 30th Ave.

Gulfport Ergon Refining

227 Industrial Drive Vicksburg

New Jersey Quality Inn Conf. Center 531 Route 38 W

Maple Shade

89 Beuning Street, Suite G **South Hackensack**

400 Grove Road

Thorofare

New Hamphsire

30 Mirona Road

Portsmouth

New York 102 Smith Boulevard

Albany

2680 Grand Island Blvd. Ste 9 **Grand Island**

Sheraton Long Island

110 Motor Parkway Hauppauge

Whitehall Ferry Terminal

4 South Street, Room 210 New York

One East 2nd St.

Oswego 800 West Ave. Suite 323

Rochester Howland Hook Marine Term.

241 Western Ave. Staten Island **North Carolina**

311 Atlantic Beach Causeway **Atlantic Beach**

5704 Oleander Dr., Ste. 107 Wilmington

Ohio

4830 State Road **Ashtabula**

8044 Montgomery Road, Suites 754,755

Cincinnati

3100 E 45th Street, Ste. 226 Cleveland

401 Broadway Ave., Ste D Office B

Lorain

444 W. Perkins Ave., Ste. 102 Sandusky

Star Center, One Maritime Pl.

720 Water St. **Toledo**

Oklahoma 5350 Cimarron Road

Catoosa Oregon

400 Virginia Ave., Ste. 112 Coos Bay

7025 North Lombard, Ste. 100 **Portland**

Pennsylvania

50 West Powhattan Ave.

Chester 601 Upland Ave., Ste. 120D

Marcus Hook Philadelphia Regional Port 3460 North Delaware Ave.

Philadelphia 701 North Point Dr., Ste. 104 Pittsburgh

Rhode Island 17 Virginia Ave., Ste. 105 **Providence**

South Carolina 4600 Goer Drive, Suite 112

North Charleston Tennessee

5959 Shallowford Rd., Ste 427 Chattanooga

3865 Viscount Ave. Ste. 2 **Memphis**

3200 West End Ave., Ste. 510 **Nashville**

Texas

Ford Conv. Ctr, Tyler Room 5155 IH-10 So.

Beaumont

1000 Foust Road

Brownsville

7433 Leopard St. **Corpus Christi**

6000 Broadway Ste. 103

Galveston

West Gulf Maritime Assoc. 1717 Turning Basin

Houston 621 W. Main Street

LaPorte Brazos Mall, Ste. 1039

100 Hwy 322 West Lake Jackson

3800 Highway 365, Ste. 123 **Port Arthur**

411 West Main St. Port LaVaca 301 Highway 146 N.

Texas City 1750 FM 1432

Victoria Virginia 8000 Niksy Ctr., Ste. 202a

Charlotte Amalie 814 Greenbrier Cir., Ste. F

Chesapeake Renaissance Park, Estate Anguilla Kingshill

11815 Fountain Way Ste. 300 Rm 359

Newport News Washington

8327 Summit Park Rd., Ste.D **Anacortes**

Port of Everett Marina Marina Conf. Ctr., 404 14th St.

Everett Read Lion Hotel, Rm 2110 2515 N. 20th Ave.

Pasco Fraternal Order of Eagles

AERIE #1 205 Carson Ave. S. Seattle 5009 Pacific Hwy. E Ste. 17

Tacoma West Virginia Tri-State Fire Academy

Fife Business Park

4200 Ohio River Road Huntington

Wisconsin 425 South Military Avenue

Green Bay 3073 South Chase Avenue Suite 620 Building 28 Fl. 1

Milwaukee **Puerto Rico**

Prima Piso, Salon de Conf. Ave., Santiago de los Caballeros final, Edifico Turismo

Playa Ponce Navy Frontier Base, Suite 1

408 Ave. Fernandez Juncos San Juan

ESU Office Assignments

For the month of July, Leo DeCastro will be in the Seabrook office and Tommy Thompson will be in the Benicia office.



Official Publication of the Exxon Seamen's Union

ESU proposes Constitution and By-Laws Amendment

As a result of Contract negotiations and significant changes to Article III, Section 3(A), the ESU Executive Board is proposing changes to the ESU Constitution and By-Laws. These changes are necessary for the Union to continue to provide adequate and effective representation for the membership. The proposed changes will be outlined in greater detail in the mail out with the ballot and Contract MOU for members review and vote.

The changes basically address the need to consolidate the duties of the four Executive Board officers into two positions. These two office assignment positions will be called President/Secretary and Vice President/Treasurer.

Positions formerly known as Recording Secretary and Secretary Treasurer will now be called Board Members at Large. The Board Members at Large will sail regular assignments similar to other members in the fleet. The Board Members at Large will also be available to fill in on an emergency basis in the Union office and participate in Contract negotiations.

As a result of these changes and Contract language the Benicia office will close on or about December 31, 2008. The Board member on assignment in the Seabrook office will periodically visit vessels on the West Coast as per new language in the MOU.

Ship reports

S/R American Progress

An ESU Board officer visited the ship on June 9, at the Exxon Mobil facility in Beaumont, Texas. The members were briefed on contract negotiations AB Mike Harrison continues to fill in as Temp Rep. The *Progress* continues trading between Beaumont and Fort Lauderdale.

S/R Baytown

The *Baytown* was boarded at the ExxonMobil dock in Baytown, Texas on June 7. Joe Buffington is filling in as Ship Representative. Questions were addresses on the MOU. Complaint was received about long delays with the refinery jitney service.

Kodiak

The *Kodiak* departed San Francisco Bay after a stay at the San Francisco Shipyard. Cook Joel Mitchell is filling-in for Ship Representative Tim Williams and keeping excellent communication with the Union. Chef Joe Pereira was relieved in Valdez due to his mother falling ill. The ESU is saddened to report that Joe's mother passed away days later. The ESU extends its most heartfelt condolences to Joe and his family.

S/R Long Beach

An Executive Board officer visited the ship June 13, at the Valero Dock in Benicia, CA. Ship Rep. Wayne Dyment is ashore and Erwin Smerecnik is serving as the Temporary Representative. Question of watch preference resolved by Board Officer. The *Long Beach* is scheduled to continue on its ANS route with split discharges in Northern and Southern California.

Sierra

The *Sierra* continues trading between Puget Sound and Valdez. Executive Board anticipates visiting the vessel in Washington State by mid-June. Ship Representative Thor Floreen is back aboard. No beefs.

S/R Wilmington

An Executive Board member visited the vessel on May 28, at the ExxonMobil dock in Baytown, Texas. Regular Ship Rep. Jeff Harris was on board. Vessel/SeaRiver management continues to deny shore leave at the Nederland terminal. Grievance filed aboard vessel and the Union intends to follow up with the shoreside steps in the grievance procedure.

Memorandum of Understanding between the ESU and SeaRiver Maritime, Inc.

June 6, 2008

The Union has agreed with the Company that it will submit the following proposal to the ESU membership for balloting. Upon ratification, this proposal will become effective September 1, 2008.

1) Length of Contract and Wage Increase

- Three (3) year contract with wage increases each year through August 31, 2011.
- Fixed base wage CSB, SSHOT, and OT rates increase 5.25% effective 9/1/2008 if ratified by that date.
- Fixed base wage CSB, SSHOT, and OT rates increase 4.5% effective 9/1/2009.
- Fixed base wage CSB, SSHOT, and OT rates increase 3.75% effective 9/1/2010.
- Upon ratification of the agreement by the membership, a non-benefit bearing lump sum ratification bonus of \$5,000 will be paid to all active unlicensed employees.
- Special increase to Maintenance Seaman in the first year of 2% to wages (base, CSB, SSHOT, OT)

2) Union Administration

Effective 1/1/09 modify Article III, Section 3(A) to read:

Article III, Section 3(A) - Union Administration A. Assignment to Office

One UNION's officer shall be entitled to be on Assignment to Office at any one time.

Provided further:

- 1. The term, Member in Office, shall mean a UNION officer on Assignment to Office.
- 2. Assignments to Office will be granted by the COM-PANY upon written request of the individual officer with endorsement by the UNION and will be in increments of one calendar month.
- 3. Assignments to Office will be granted for the purpose of representing the unlicensed employees in collective bargaining, in the adjustment of grievances, in the administration of the Labor Agreement and in attending meetings with management.
- 4. During the period of Assignment to Office, a Member in Office will be eligible for his / her:
- a. Regular monthly wage, including Continuous Service Bonus (CSB);
- b. Monthly sum for Saturday, Sunday and Holidays (SSHOT), unless waived by exercise of applicable option;
- c. An allowance for four (4) hours of overtime per day at employee's current classification level, except when engaged in collective bargaining or on preparation days therefore,
- d. Accumulation of paid leave in accordance with Article VII ratio,
- e. COMPANY benefit plans coverage as an active employee, (an injury or illness related to his/her Assignment in Office under this Agreement (as amended April 12, 1991) shall be treated the same as it would have been treated under the predecessor Agreement with respect to whether it is determined to be occupational)
- f. A daily allowance for lodging of \$60 per day, and
- g. A daily allowance for subsistence in accordance with the amounts in Article VIII, Section 2.
- 5. Upon completion of Assignment to Office, such Member in Office will go to Paid Leave status or such other assignment as the Member in Office agrees.
- 6. While every effort will be made to grant Assignments to Office to officers of the UNION at the time requested, such Assignments to Office can only be granted at such times and places as do not interfere with the operating necessities of the service.

- 7. The COMPANY shall pay for up to ten (10) round trip airline tickets within the Continental United States, and related ground transportation, for the Member in Office to visit any vessel over 500 miles from the UNION Office.
- 8. In cases of emergencies in which the Member in Office has to leave office, the UNION shall select his/her replacement for the duration of the absence. The replacement Officer shall be paid in accordance with the provisions of Article III, Section 3(A).
- 9. Article III, 4(E) replace last sentence with "all Ship's Representatives are to be scheduled to attend the Conference."
- 10. The COMPANY will provide overlap to assignment in office of up to 25 days per year for a second UNION Officer. The second UNION officer shall receive all the provisions of Article III, Section 3(A).
- 11. During the period that the COMPANY'S fleet of oceangoing vessels in active service exceeds eleven vessels, the terms of Article III as found in the September 1, 2005 AGREEMENT will apply. During the period that the COMPANY'S fleet of oceangoing vessels in active service is less than twelve vessels the terms of Article III as found in the September 1, 2008 AGREEMENT will apply.

3. Subsistence, Lodging, and Ground Transportation

Modify Article VIII, Section 2 (A) subsistence amounts to: \$10 for breakfast, \$12 for lunch and \$22 for dinner.

Modify Article IX, Section 4 to replace "\$20" with "\$30."

Modify Article IX, Section 4 (E & F) to read:

- E. In paragraphs C. and D. herein, if the ground transportation exceeds \$30, the employee will be entitled to be reimbursed for reasonable actual cost up to a maximum of \$75 upon submittal of proper receipts.
- F. When transferring between vessels, all actual reasonable cost for ground transportation will be paid. If ground transportation exceeds \$30, the employee will be reimbursed for reasonable actual cost up to a maximum of \$75 upon submittal of proper receipts.

4. Notice For Assignment

Modify Article VII, Section 3(A) call back to four (4) days.

5. Medical / Dental Plan Contributions

Modify Article XVIII, Section 2 and 3 to eliminate "(upward only)"

6. EREP / Promotion List EREP

Article X, Section 5(A), modify to read:

"Effective 9/1/2008, selection for participation in the EREP will be based on the following factors: (1) past performance, (2) date an employee's written request is received by Fleet Manning, and (3) mechanical comprehension."

Promotion List

Article X, Section 2(B) 4. – delete, "Except for the MS who may be listed on $\underline{\text{multiple}}$ promotion lists, other seniority ratings may be listed on only $\underline{\text{one}}$ (1) promotion list.

Article X, Section 2(A) 4 – modify the first sentence to read:

"Employees who are passed over through refusal to accept promotion will be removed from the promotion list that they declined promotion."

7. Ratification

- Ratification by no later than 8/31/08.
- New agreement effective 9/1/08.

ESU News

ESU Executive Board Summary and Explanation of the Memorandum of Understanding

The following summary of bargained changes to the Agreement between the Exxon Seamen's Union and SeaRiver Maritime, Inc. is provided to aid in explaining the official Memorandum of Understanding. Though the ESU Executive Board recommends a vote FOR the MOU, this summary is intended only to be used to better clarify the negotiated items (both positive and negative) of the MOU.

Item #1: Length of Contract and Wage Increase

- The term of the Agreement is for three years September 1, 2008 to August 31, 2011. The ESU Negotiating Committee viewed a 3-year agreement as providing the best level of security for its members. When considering the wage increases, particularly the first and second year of the MOU, it is believed that the compounding effect of those increases and the "front loaded" bonus will serve to help meet any unforeseen jump in "cost of living" increases through the length of the contract. The Union did not consider a longer contract term as wise considering the unpredictability of the economy any further out. Conversely, a shorter contract or wage re-opener have risks and wage re-openers weaken the Union's leverage at the bargaining table.
- \cdot Wage increase percentages for each of the three years of the proposed contract include base wages, continued service bonus (CSB), Saturday, Sunday, Holiday Overtime pay (SSHOT) and Overtime Rates (OT).
- The Union cannot describe the percentage increases as a true "across-the-board" raise in pay as the Union was unable to secure increases in the Penalty Pay rates. Though Penalty Pay is a very small percentage of a members overall compensation, nonetheless, those rates will not be increased during the term of this proposed agreement.
- Following ratification of the MOU, a one-time non-benefit lump sum bonus of \$5,000.00 will be paid to all active members in September. This payment will be a separate payment. The gross lump sum amount will be subject to tax withholdings.
- · A separate increase to members on the Maintenance Seaman (MS) Seniority list will be added in addition to the negotiated 5.25% on September, 1, 2008. This increase will result in a 7.25% increase in base, CSB, SSHOT and OT wages in the first year of the new agreement. This special increase to the Maintenance Seamen was negotiated by the Company due to their need to establish a more competitive entry level wage package for purposes of recruiting and retaining new employees and was separate from the overall pay package.
- The MOU provides for a 13.5 % total in increases to base wages, CSB, SSHOT, and OT rates by September 1, 2010.
- The Union calculates the \$5,000.00 lump sum bonus as a 7.5% increase to the present total payroll incurred by the Company for represented employees. Combined, the percentage increases and the lump sum bonus to be paid in year one of the agreement reflects an overall average wage increase of around 21%.

Item #2: Union Administration

- · As a provision of the proposed MOU the Union agrees to reduce its present office staffing level from two (2) Union officers at any one time to one. Language in Article 3(A) of the current agreement would be modified to reflect the change.
- · Contractual language in numbers 1-3 under Union Administration Article III, Section 3(A) "Assignment to Office" remain the same.
- · In paragraph 4(F) language would be modified to read: "A daily allowance for lodging of \$60 per day". Current contract language provides for a daily allowance of only \$25 per day for lodging. The ESU Negotiating Committee sought this increase to meet the steadily rising lodging costs that are presently being reimbursed at only \$25 per day. This increase is viewed as a significant financial benefit to the Exxon Seamen's Union, as any short-fall in lodging costs vs. the Company lodging subsidy is a direct cost to the Union's operating funds.
- · Number 5-6 of the MOU under the heading "Assignment to Office" remain the same.
- Number 7 of the MOU is newly negotiated language that will require the Company to pay the Union for up to ten (10) round trip airline tickets per year for the Executive Board Officer in office to visit any vessel more that 500 miles away from the ESU office. Additionally, incurred ground transportation costs related to the ship visits will also be reimbursed to the ESU. In light of the proposed reduction to one Board Officer ashore the ESU will by necessity close one of its two offices by years end upon ratification of the MOU. Presently the transportation costs incurred by the Union are manageable due to the location of the two offices, one on the Gulf Coast (Seabrook) and the other on the West Coast (Benicia). Without the negotiated language in No. 7 the Union would have experienced a sizable increase in transportation costs.
- · No. 8 is newly negotiated language that clarifies that in cases of emergency requiring the Officer in office to leave office the Union solely selects that Officers replacement during the duration of the absence. Further, the language specifies that the selected replacement will be treated no differently in regards to work rules and wages than any other Executive Board Officer while on a Union office assignment.
- · No. 9 is a change of existing language found in Article III, Section 4(E) pertaining to the participation of Ship Representative's in the Ship Representative Conference scheduled to be conducted every other year. The language will be changed to read, "All Ship Representatives are to be scheduled to attend the Conference." Current language only provided for the Company to make available "Approximately one-half of the Representatives".
 - · No. 10 is newly negotiated language that allows for a second Union Executive

Board Officer to overlap with the Officer assigned to office for up to 25-days per year. The Bargaining Committee deemed it necessary should the Union workloads necessitate additional assistance.

· No. 11 is newly negotiated proposed contract language that would require the Company to revert to the present two manned Union offices for Union support should the SeaRiver fleet size increase to 12-vessels or more. In the event that the fleet size should subsequently fall below 12-vessels the one Board office support, as described in this 2008 agreement would prevail.

Item #3: Subsistence, Lodging, and Ground Transportation

- The Union negotiated an increase in meal subsistence rates totaling \$4.00 per day. The increase will be \$2.00 per day for both lunch and dinner. Breakfast will remain \$10.00, lunch will increase from \$10.00 to \$12.00 and dinner will increase from \$20.00 to \$22.00.
- · Upon ratification of the MOU language in Article IX, Section 4(A-D) all \$20.00 amounts will be increased upward to \$30.00. The increased non-receipted ground transportation amount will be paid by payroll as a taxable item when departing a vessel to paid leave and when joining a vessel from paid leave to the airport.
- · Proposed increases in receipted ground transportation will be for actual documented and submitted proper receipts for amounts above \$30.00 and up to a maximum of \$75.00. This is an increase of \$25.00 from the previous maximum of \$50.00. Increases in areas of subsistence and transportation were negotiated largely to offset the currently skyrocketing gasoline costs.

Item #4: Notice For Assignment

Language in Article VII, Section 3(A) reading, "Any unlicensed employee may be required to report for active duty up to 7 days before completion of the employee's paid leave" will be modified upon ratification to read, "Any unlicensed employee may be required to report for active duty 4 days before completion of the employee's paid leave." This language was previously negotiated in 2002 at which time the "call back" time was increased from 3 to 7 days.

Item #5: Medical / Dental Plan Contributions

• This proposed removal of the term "upward only" was bargained for by the Company as a result of the ESU membership's recent move to the ExxonMobil Health Care Plan. The Company maintains that under regulatory mandates of the health plan all ExxonMobil employees must be subsidized equally. The economic impact of this protection against any future reduced corporate contributions will depend on the amount of future contributions by ExxonMobil to their employee's heath care plans. Presently there would be no change in member's premium contributions to the plans as paid on a monthly basis; however there would be no further reimbursement by the company such as members participating in the plan received this year.

Item #6: EREP / Promotion List

- · EREP The proposed language would modify the second to last sentence of Article X, Section 5(A) to replace (2) that currently reads "length of bargaining unit service." This would apply to all applicants to the EREP program AFTER September, 1, 2008. Presently candidates are allowed to be slotted into the EREP list based on their bargaining unit seniority, in many cases placed above members that have been on the list for years. The ESU negotiated this change to have placement on the EREP program consistent with long-standing contractual language for placement on the various Promotion Lists.
- · Promotion List Deletion of the language pertaining to the double-standard of allowing Maintenance Seamen placement on numerous Promotion Lists while other ratings are limited to only one list in which they are eligible will afford all members, regardless of their rating to request placement on any Promotion Lists in which they are eligible.
- · A proposed language modification to the first sentence of Article X, Section 2(A) 4, "Employees who are passed over through refusal to accept promotion will be removed from the promotion list that they declined promotion." This revision in contract language is not viewed by the Union as a change in the manner in which promotion refusals are currently administered, and is intended to clarify that an employee's refusal of promotion and subsequent removal from the promotion list in question does not impact that employees placement on any other promotion lists he/she may be on.

The Exxon Seamen's Union encourages any members that are in need of further explanation or clarification of the proposed 2008 Contract to contact either ESU office.

EXXON SEAMEN'S UNION

Founded March 28, 1941

Affiliated with the Sailors' Union of the Pacific

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President Kevin Conroy

Vice President John Straley Secretary/Treasurer Leo DeCastro Recording Secretary Thomas Thompson III Deck Trustee Pat Campbell Engine Trustee William Ackley Steward Trustee Kurt Kreick

The ESU News is written and edited by the Exxon Seamen's Union.

SUMMARY ANNUAL REPORT FOR SIU PACIFIC DISTRICT PENSION PLAN

This is a summary of the annual report for SIU Pacific District Pension Plan, 94-6061923 for the fiscal year ended July 31, 2007. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement

Benefits under the plan are provided by the Trust. Plan expenses were \$10,037,089. These expenses included \$994,954 in administrative expenses and \$9,042,135 in benefits paid to participants and beneficiaries. A total of 2,927 persons were participants in or beneficiaries of the plan at the end of the plan year, although not all these persons had yet earned the right to receive benefits.

The value of plan assets, after subtracting liabilities of the plan, was \$130,306,177 as of July 31, 2007, compared to \$130,406,267 as of August 1, 2006. During the plan year the plan experienced a decrease in its net assets of \$100,090. This decrease includes unrealized appreciation or depreciation in the value of plan assets that is, the difference between the value of the Plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. The plan had total income of \$9,936,999, including employer contributions of \$35,386, losses of \$2,206,746 from the sale of assets, earnings from investments of \$12,105,614 and other income of \$2,745.

Minimum Funding Standards

An actuary's statement shows that enough money was contributed to the plan to keep it funded in accordance with the minimum funding standards of ERISA.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

1) An accountant's report; 2) Financial information and information on payments to service providers; 3) Assets held for investment; 4) Transactions in excess of 5% of plan assets; and 5) Actuarial information regarding the funding of the plan.

To obtain a copy of the full annual report, or any part thereof, write or call the office of SIU Pacific District Pension Plan, who is the administrator, 730 Harrison Street, Suite 400, San Francisco CA 94107, (415) 764-4990. The charge to cover copying costs will be \$17.25 for the full annual report, or \$0.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan, 730 Harrison Street, Suite 400, San Francisco, CA 94107 and at the U.S. Department of Labor in Washington, DC, or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, Room N1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

Welfare Notes

June 2008

Unfit For Duty & Eligibility

If you are Unfit for Duty, your eligibility for coverage may be extended; however, you must inform the Plan office of your Unfit for Duty status with documentation from your attending physician. Periodic updates of your status should be submitted if your disability continues.

Please check with the Plan office if you have any concerns about your eligibility. If your eligibility terminates, you must work 120 mandays within a 12 month period to become eligible again. Once you regain your eligibility, you must also enroll in a plan to be covered.

Dental Coverage for Active Participants

Dental emergencies while shipping can be troublesome as well as painful. The HMO dental plans available to active participants require minimal and in some instances no co-payments for routine and preventive dental treatment. Please contact the Plan office to make sure you are enrolled in a dental plan and use your coverage to your advantage. Co-payments required for treatment by members can be submitted to the Plan office for reimbursement.

Dental Services for Pensioners

The maximum allowance for dental treatment under the Pensioners' Annual Allowance is included in the \$500.00 maximum for medical co-payments and vision. The new fiscal year begins August 1, 2008.

Michelle Chang, Administrator mcsupsiupd@sbcglobal.net
Patty Martin martinpatty59@sbcglobal.net
Virginia Briggs Claims vbriggs80@sbcglobal.net
Michael Jacyna Eligibility mjacyna67@sbcglobal.net
Training Representative Berit Eriksson 415-957-1816

SUP Welfare Plan

730 Harrison Street, #415, San Francisco, CA 94107

Telephone: 415-778-5490 or 1-800-796-8003—Fax: 415-778-5495 SIU-PD Pension 415-764-4987; SIU-PD Supplemental Benefits 415-764-4991

SUMMARY ANNUAL REPORT FOR SIU PACIFIC DISTRICT SUPPLEMENTAL BENEFITS FUND, INC

This is a summary of the annual report of the SIU Pacific District Supplemental Benefits Fund, Inc., EIN 94-1431246 for the year ended July 31, 2007. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Benefits under the Plan are provided by the SIU Pacific District Supplemental Benefits Fund, Inc., a Trust Fund.

Basic Financial Statement

The value of plan assets, after subtracting liabilities of the plan was \$677,570 as of July 31, 2007, compared to \$996,980 as of August 1, 2006. During the plan year the plan experienced a decrease in its net assets of \$319,410. This decrease includes unrealized appreciation or depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. During the plan year, the plan had total income of \$7,361,938, including employer contributions of \$7,253,946, gains of \$12,756 from the sale of assets, earnings from investments of \$94,883 and other income of \$353.

Plan expenses were \$7,681,348. These expenses included \$465,281 in administrative expenses, and \$7,216,067 in benefits paid to participants and beneficiaries.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report: 1) An accountant's report; 2) Financial information and information on payments to service providers; 3) Assets held for investment; and 4) Transactions in excess of 5% of plan assets.

To obtain a copy of the full annual report, or any part thereof, write or call the office of SIU Pacific District Supplemental Benefits Fund, Inc., at 730 Harrison Street, Suite 400, San Francisco, CA 94107, telephone number (415) 764-4990. The charge to cover copying costs will be \$10.25 for the full annual report, or \$0.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and the accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and the accompanying notes will be included as part of that report. The charge to cover copying costs does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan at 730 Harrison Street, Suite 400, San Francisco, CA 94107, and at the U.S. Department of Labor in Washington, DC, or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to Public Disclosure Room, Room N1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Sailors apparel

100% Made in the USA by New Edge Thread



New Edge Thread offers a wide range of embroidered and silk screened SUP apparel: embroidered hats, windbreakers, hooded sweatshirts, heavy work jackets, coveralls, leather varsity jackets, vests, fleece pullovers and two styles of high quality silk screened T-shirts. They also offer custom logo embroidery.

New Edge Thread 3062 Castle Rock Loop Discovery Bay CA 94505 Phone: (925) 634-7067 Mobile: (925) 202-4984 Fax: (925) 634-5617

E-mail: newedgethread@sbcglobal.net Website: www.companycasuals.com/newedgethread

Record of SUP Shipping May 2008

	Hdqs	Seattle	Wilm	Hono	Total
Bosun	0	2	4	0	6
Maint. Man.	6	0	0	2	8
A.B. Daywor	rker 0	0	3	5	8
A.B	6	9	10	6	31
O.S	1	1	1	0	3
Standby	14	18	65	49	146
Cook	1	0	0	0	1
TOTALS	28	30	83	62	203

Reminder Notice of Qualified Default Investment Fund Alternative for The SUP Money Purchase Pension and SUP 401(k) Plans

Please remember that effective April 1, 2008, if you did not make an election as to how your future contributions were to be invested, your contributions are now being invested in one of the following T. Rowe Price Target Retirement Funds based upon your year of birth:

Fund Name	<u>Birth Year</u>
B of A Stable Value Fund	1938 and Before
T. Rowe Price Target Retirement Income Fund Adv-PARIX	1939 - 1944
T. Rowe Price Target Retirement 2010 Fund Adv-PARAX	1945 – 1954
T. Rowe Price Target Retirement 2020 Fund Adv-PARBX	1955 - 1964
T. Rowe Price Target Retirement 2030 Fund Adv-PARCX	1965 – 1974
T. Rowe Price Target Retirement 2040 Fund Adv-PARDX	1975 – 1984
T. Rowe Price Target Retirement 2050 Fund Adv- PARFX	1985 and After
	E 16

Unless you specifically selected the Bank of America Stable Value Fund for your existing balances in the Money Purchase Pension Plan (or the Columbia Cash Reserves for the 401(k) Plan), these funds are in the process of being moved to the appropriate default fund over a 12 month period that began April 1, 2008. This notification also serves as notice of the opportunity for you to direct your existing balances to other investment alternatives. Notice was previously mailed to your address of record in March of this year. Additional notice and reminders have been published in West Coast Sailors.

You have the right to direct the investment of your Plan account in any other investment alternative in the Plans at any time without financial penalty. You may change your investment elections and existing balances by turning in an election form, visiting the MasterPlan website, using the MasterPlan voice response system (VRS) or by speaking to a MasterPlan Representative.

MasterPlan Contact Information

Your MasterPlan account information is available to you 24 hours a day, seven days a week. To access your account information online, visit: www.masterplanretirement.com. Your User ID will be your Social Security Number and your password will be the last 4 digits of your Social Security Number if this is your first time to log in. You will be prompted to change your password if logging in for the first time.

You may also access your account by telephone by calling 1-888-547-8716 and following the instructions through the Voice Response System (VRS). You will first be prompted to enter your Social Security Number, then your personal identification number (your PIN). The first time you call, your PIN will be the last four digits of your Social Security number. You may also speak to a MasterPlan Representative by calling 1-800-547-4334. MasterPlan representatives are available to assist you Monday through Friday from 8:30 AM to 4:30 PM Pacific Time.

Liberty ship ito be transferred to Greece

Maritime Administrator Sean Connaughton signed a Memorandum of Understanding with representatives of the Government of Greece to pursue an agreement to transfer the Liberty ship Arthur M. Huddell to the Greek government for use as a museum. The World War II-era *Huddell* is the last Liberty ship in the Maritime Administration's fleet. It is currently moored in the James River Reserve Fleet site at Fort Eustis, Virginia.

"It is great to be able to save a bit of history from both our nations," said Connaughton. "This ship is a symbol of the friendship as well as mutual maritime interests linking Greece and the United States."

American shipyards built 2,751 Liberty ships during World War II, is the largest shipbuilding effort in history. Liberty ships crewed by merchant mariners carried troops and military cargo all over the world. The building and sailing of the Liberty ships, and their successors, the Victory Ships, were overseen by the U.S. Maritime Commission and the War Shipping Agency, both predecessor agencies of today's Maritime Administration. After World War II, Greek shipowners purchased many Liberty ships to build up their fleet. The Greek merchant fleet is now the largest in smooth. 401(k) Plan conversion nearly complete

Two other Liberty ships formerly in the Maritime Administration's National Defense Reserve Fleet, the Jeremiah O'Brien and the John W Brown, are currently operating as museum ships. While other redesigned and repurposed Liberty ships remain in service, none remain in service in the form they had in World War II. Nonetheless, their use was once so common that the term "Liberty-size cargo", meaning 10,000 tons, may still be heard in the shipping business.

Canadian Navy stops pirate attack

A Canadian helicopter launched from a frigate on the Horn of Africa repelled a group of pirates as they were attacking a merchant vessel some 65 nautical miles off the coast of Somalia on June 3.

In a statement, the Canadian Navy says the Sea King Helicopter from the HSCS Calgary responded to distress calls from the unidentified commercial ship as the warship itself altered course to attend the scene of the incident in the Gulf of Aden. "I am convinced that the presence of our aircraft drove them away from the traffic lanes and prevented any further attack today on merchant shipping in the area," Commander Kelly Larkin, Commanding Officer of the multipurpose frigate, said in a statement. "We continued to monitor those two skiffs and their crew as they were heading back towards Somalia territorial waters."

ice President's Report

June 2008

Matson Negotiations

In its annual report to shareholders Alexander & Baldwin is required by the Securities and Exchange Commission to tell shareholders about its employees and labor relations among many other things. With specific regard to maritime labor, the Company describes the collective bargaining its business depends on in a casual, desultory tones. "Historically, collective bargaining with longshore and seagoing unions has been complex and difficult. However, Matson and Matson Terminals consider their relations with those unions, other unions and their non-union employees generally to be satisfactory." At first such a statement seems like exactly the kind of meaningless corporate drivel you'd expect from a company lawyer checking a box required by the government. But on closer examination A&B here singles out the maritime unions and separates them from shoreside unions in an oblique reference to the idea that some unions are more compliant than others. A generally satisfactory relationship, of course, is wide open to interpretation but later in the report, A & B confronts the possibility of labor unrest.

"The Company's transportation, real estate and agribusiness segments may be adversely affected by actions taken by employees of the Company or other companies in related industries against efforts by management to control labor costs, restrain wage increases or modify work practices." Strikes and disruptions may occur as a result of the failure of the Company or other companies in its industry to negotiate collective bargaining agreements with such unions successfully."

Here the Company looks squarely at the possibility of disruption, but implies that it could only come about as a result of management's reasonable attempts "to control costs, restrain wages, or modify work practices," as if workers were wild horses that must be reined in and broken. It does not suggest that disruption might arise from management's cynical attempts not to control costs but to force its employees to bear them instead. It does not suggest that disruption might arise from management's attempt not to restrain wages but to insidiously undermine standard compensation via outsourcing threats. In that report the Company did not concede that an adverse business risk exists because "modifying work practices" might practically be applied by management as an irrational refusal to recognize long-standing and agreed on past practices. It would be difficult to say that. Does an adverse business risk exist when employees are unfairly prevented from a no-cost pension increase paid out from a severely overfunded pension plan? And of course, the report does not identify a business risk in the steadfast determination of the unlicensed seamen in its vessels to improve their situations. Maybe it should

As members are aware, and as Hawai'i television stations and newspapers reported, at its June meetings the Sailors' Union took an historic vote to empower the elected Negotiating Committee to act in its behalf and call a strike if necessary. Putting in long hours of preparation, and studying the arcane legalities of the Pension Protection Act, this Committee takes its work seriously. They were there when their spokesman, Gunnar Lundeberg, commenced the bargaining with the customary first words: "We're here to bargain in good faith, but we will not work without a contract. No contract, no work." We hope those words are not also the last words exchanged.

Ships Checked

Arizona Voyager: Delegate Tim Landers. Clarification on continuous time. Any part of the first hour worked is one hour.

Cape Jacob: Delegate Asad Al-Rasulluh. Called back crew in the yard in Portland. No problems reported. Sea trials then ordnance in Puget Sound for Far East port.

USNS Waters: Delegate Joel Schor. Ship in Repair Availability Status in the yard in Portland. Calls from the bosun and delegate in the yard revealed payoff problems. Company working to resolve that and other issues including wheelhouse chair.

APL Thailand: Delegate Kris Skoridynski. Had to ship a pierhead bosun on Saturday, and handling several beefs. Claim for holiday overtime in excess of actual time worked no good. Claim on early call being investigated.

APL Philippines: Delegate Dmitri Seleznev. Gangway watch issues under investigation.

Foss Maritime Company: Delegates Mike Worth, Tom Tynan, and Mel Jackson. Disciplinary meeting expertly handled by Mike Worth. New equipment will necessitate a meeting on deployment plans.

San Francisco Bar Pilots: Delegates Steve Ross and Louie Urbano. Running Dave Connolly



SUP members and crew in May at Howland Hook Terminal, Staten Island, New York, proudly display a freshly painted signboard from APL's m/v President Adams. From left: Mark Littlejohn, Harold Uriarte, Charlie Duke, Larry Gately, Rudy Bacalla, Bosun Chris Bright, Captain Dennis Carney, Chief Mate Tom Cadloni.



SUP President's Report

June 9, 2008

MATSON NAVIGATION COMPANY

The duly elected SUP Negotiating Committee comprised of Bill Berry, Paul Fuentes, Noel Itsumaru, Rich Reed and Art Thanash and your secretary, as an exofficio member as per the SUP Constitution, met on May 13, to review proposals submitted by the membership in preparation for bargaining with Matson. After thorough discussion, a tentative set of demands were formulated. (It should be noted that after this meeting, Brother Berry shipped and was relieved by Trev Motlow.)

On May 27, a meeting of the SUP, MFOW and SIU-Marine Cooks Negotiating Committees was held at MFOW Headquarters to discuss General Rule proposals and bargaining strategy.

The following day, negotiations between the SUP, MFOW and SIU-Marine Cooks (which comprise the SIU-Pacific District) commenced at SUP Headquarters. Representing the company were Captain John "Jack" Sullivan, Vice President Operations and Labor Relations; Captain Gary Fleeger, Marine Superintendent; Tom Percival, Manager, Offshore Labor Relations; and Dale MacGillivray, Manager, Labor Relations. In addition to the Union Negotiating Committees, SUP Vice President Dave Connolly, San Francisco Business Agent Bill Berger and several rank-and-file members attended.

The Unions opened the session by stating that two primary objectives of negotiations were to significantly improve the pension benefit and consolidate the SUP and MFOW agreements covering the Kvaerner Philadelphia-built ships (*Manukai, Maunawili, Manulani* and *Maunalei*) with the rest of the Matson fleet, as well as increase wages.

As previously reported, the Kvaerner agreement was signed in 2003 after Matson threatened not to buy the vessels but instead time-charter them from a third-party owner to operate under the company's house-flag. The companies that were interested in purchasing these vessels all had agreements with the SIU-A&G. Under the terms of that agreement which expires on June 30, 2013, the collective bargaining parties are to meet by June 15, of this year, to negotiate wage and wage-related increases as well as increases to the various benefit plans. If the parties fail to reach agreement by June 15, the issue is to go to either "interest" or "baseball" arbitration. As the membership knows, there is a disparity in wages, overtime and supplemental benefits between the Kvaerner ships and the rest of the fleet resulting in a "two-pot" operation. The agreement for the rest of the fleet (Kauai, Lihue, Lurline, Mahimahi, Maui, Manoa, Matsonia, Mokihana and R.J. Pfeiffer) expires on June 30, as does the agreement between Matson and the SIU-Marine Cooks for the entire Matson fleet including the Kvaerner vessels.

The Unions explained that it was logical to consolidate the two agreements with a common expiration date and a common starting date as the issues to be discussed in bargaining are applicable to all vessels.

Sullivan responded by stating that the company was not necessarily opposed to consolidating the agreements, but proposed a 10-year contract from July 1, 2008 through June 30, 2018.

After caucusing, the Union's rejected Matson's proposal and countered with a 5-year agreement commencing on July 1, and running through June 30, 2013, that encompassed the entire fleet, including the Kvaerner ships but excluding the *ITB Moku Pahu*. Sullivan countered with a 7-year proposal that did not include the Kvaerner vessels which was rejected by the Unions. The company then caucused and returned stating that it would be willing "to go out" for five years but stating that it considered the Kvaerner agreements binding and that it intended to "retain their rights" under the Kvaerner agreements.

Sullivan then launched into a monologue on the nature of Matson's business, fuel costs, the sluggish Hawai'i economy and the possibility of buying new vessels within the next five years. The Unions ques-

tioned Sullivan on this last point as Matson President and CEO James Andrasick told investors last month that Matson had no plans to acquire new tonnage in the next five years.

May 29

The parties resumed bargaining on May 29. The Unions stated that a wage and pension increase proposal would be forthcoming during the course of negotiations. The Unions then proposed the following to amend the General Rules:

Section 6. Orders and Rules: Due to the fact that the skipper on the *Maunawili* had hard-timed the sailors and firemen about holding Union meetings at sea, the Unions requested the company to clarify their position on this section. The company agreed that the Unions had the right to hold meetings as per the agreement.

Section 8. Record of Days Worked and Overtime Hours: On the maiden voyage of the Manukai, the company initially refused to pay wages for crewmembers traveling to the vessel in Philadelphia. The Unions proposed the following language: Seamen dispatched from a West Coast port or a Hawai'i port to a vessel in an outport (foreign or domestic) shall be paid a minimum of a day's wages and subsistence while traveling and continue on wages and subsistence until joining the vessel. Seamen returning to a vessel in an outport shall be paid a minimum of a day's wages and subsistence while traveling. The company said it would "review and revert," which in plain English means they would respond later.

Section 9. Safe Gear and Working Conditions: The Unions proposed the following language under paragraph (c)(4) regarding the rigging of reefer scaffolding which memorializes current practice: Four sailors shall be used for this work. The company said it would review the proposal but wondered why past practice had to be included in the agreement. The Unions responded that interpretations of past practice were inconsistent throughout the fleet and with labor relations in Oakland on this and other issues.

Section 11. Quarters and Equipment for Quarters: For health reasons the Unions proposed under paragraph (e)(1) that: Crewmembers joining a vessel shall be issued one new pillow. The company said it would "review and revert."

Section 11. Quarters and Equipment for Quarters: The Unions proposed that the penalty be increased from \$5 to \$10 per week when bed linen, towels and bedspreads are not changed weekly. The company said it would review.

Section 11. Quarters and Equipment for Quarters: The Unions requested a progress report regarding the previously negotiated pilot program for the feasibility of shipboard satellite television and the problems with pay phones located at shipping terminals and proposed that the company install mobile wireless broadband access (Mobil WiMax) and digital satellite television (TracVision M5) on all vessels. Extensive discussion took place between the parties. The proposal was met with resistance by the company based on potential costs, and the parties agreed to evaluation, cost analysis and further discussion.

Section 13. Provisioning, Storing and Feeding: The Unions initiated a lengthy discussion on the topics of food and slop chest provisioning. It was agreed by the company that there is no excuse for insufficient supply of fresh fruit, shore breads and milk in port and that the provisioning process will be reviewed. The parties agreed that prime rib and steak shall be placed aboard vessels and each served at least one day per week depending on the vessel schedule. It was also agreed that a subcommittee would be formed to suggest changes to Appendix "C" (Minimum Storing List) of the General Rules. The parties then discussed the issue of certain vessels charging more than 10% of cost for slop chest items, without resolution despite the fact that this provision is in the agreement.

Section 14. Maintenance and Cure: The Unions proposed a maintenance and cure rate of increase from \$16 per day to \$40 per day. The company said it would review

Section 16. Lodging and Subsistence: The Unions proposed that air conditioning be added to the list of

facilities that trigger a lodging payment when not available in port. The Unions then proposed the following language under paragraph (8)(d): When wet garbage is dumped just prior to or during washdowns during straight-time hours, two sailors shall be paid one hour each at the low cargo rate for handling such garbage. Extended discussion took place on this issue, with the company balking on both items.

Section 22. Explosives: The parties agreed that the explosives handling rate shall be equal to the rate to be determined in current negotiations between the ILWU and the Pacific Maritime Association.

The Unions also submitted a revised Appendix "B" - Transportation Fare schedules with the company tentatively agreeing to the revised rates.

The company then proposed new administrative procedures relative to the dispatch of jobs. The Unions agreed to review the proposal.

The bargaining session ended after a protracted discussion of the SIU-Pacific District Pension Plan. The Unions reiterated that a pension proposal would be forthcoming and that it would most likely include the requirement of a per manday contribution from the company. Sullivan was adamant in stating that the company was unwilling to make contributions. The Unions reminded him that it was a mandatory subject of bargaining under the National Labor Relations Act.

Matson indicated that it was scheduled to meet with APL on the pension issue the following day.

May 30

The SUP Negotiating Committee met to discuss offshore Work Rule proposals in preparation for meeting with the company.

June 5

After caucusing again, the SUP Negotiating Committee met with Matson to discuss SUP Work Rules. Items under consideration were Union proposals regarding Scope of Work, the 3:00 P.M. knockoff, language corrections to the agreement relative to the one-man watch system, the handling of ships stores, painting in confined spaces and waterblasting among other issues.

On all Union proposals the company was vague and non-committal. Sullivan stated, however, that Matson "is not interested in changes to the Work Rules that would add costs." With more than two weeks to go before the agreement expires, there will be ample opportunity for further meetings to discuss SUP issues.

June 6

The parties resumed General Rules bargaining with the company responding to the Union proposals.

Section 8. Record of Days Worked and Overtime Hours: The company requested the Unions propose a flat rate for subsistence.

Section 9. On Reefer Scaffolding: The company said it didn't want the proposed language in the agreement.

Section 11. On New Pillow: The company said it would accept the proposal if the proposal to increase linen money from \$5 to \$20 was withdrawn. Matson said it was researching the cost of installing satellite television.

Section 13. On Provision and Storing: The parties agreed it needed further study and discussion. On the slop chest, the company said it needed to review it further.

Section 14. The company rejected the proposal to increase maintenance and cure from \$16 to \$40 per day.

Section 16. The company was unresponsive on adding air conditioning in port as a normal requirement as well as the wet garbage proposal.

Section 22. The parties agreed to incorporate the new ILWU/PMA explosive rate.

Section 31. The company agreed with the Union proposal to delete the last part of the second sentence in (b) "...and the employee is unable to return to the vessel" as a requirement to collect Supplemental Benefits.

The discussion then returned to the issue of consolidating the Kvaerner agreement with the agreement covering the rest of the fleet. Sullivan again asserted that the company was unwilling to give up its rights under the Kvaerner agreement. He then went into a long whining rant about how his staff was so busy with government bids, the Ready Reserve Force vessel *Cape Jacob*

President's Report continued =

and the search for new ships, that Matson requested a two-month extension of the agreement from July 1 to August 30.

The Unions caucused and then counter-proposed that an extension would be agreed to with the conditions that all offshore (except *Moku Pahu*) agreements would expire on August 30, and that any economic settlement be retroactive to July 1. Sullivan rejected the proposal and the meeting adjourned. The next bargaining session is scheduled for June 12.

SIU-PACIFIC DISTRICT PENSION PLAN

The joint SUP, MFOW, SIU-Marine Cooks Negotiating Committee has identified the goal of improving the pension benefit for present and future pensioners as central to bargaining with Matson. As informed members are well aware, the SIU-Pacific District Pension Plan has an unusual problem: it is way over-funded. While many other pension plans are in serious trouble, the Pacific District Plan has assets of roughly \$130 million and accrued benefits of roughly \$93 million. That means that the funded status of the Plan is about 143% of obligations, based on the Au gust 1, 2007 actuarial valuation.

As in past valuations, the report indicates that the surplus assets that have grown steadily in past years remain secure today - despite volatile markets, considerable benefit improvements, and the complete absence of contributions from either Matson or APL since 1993. Favorable investment experience is due in large part to a very conservative mix of investments and assumptions. Most recently on July 1, 2007 the long service monthly benefit was increased from \$1,211 to \$1,246 for actives and a 2.65% increase for pensioners (due to favorable year-over-year investment experience under a review under Section 30(e) of the General Rules). Before that there was a \$120 increase for actives on July 1, 2006, a \$71 increase for actives on July 1, 2005, a \$50 increase for actives and a \$20 increase for pensioners on July 1, 2002. In 1999, there was a \$190 increase for actives and a \$50 increase for pensioners.

It is very important to note again that these improvements were made, and the funded status of the Plan has grown, despite the complete lack of Matson or APL contributions. Accordingly, the Union Trustees Anthony Poplawski of the MFOW, Nick Marrone of the SIU-Marine Cooks and your secretary for the SUP, have for at least three years attempted to make modest benefit improvements as Trustees (or as collective bargaining parties at the trust level) to no avail. Without ever suggesting a change in the conservative assumptions that are the engine of the surplus, the improvements were simply the right thing to do. The Plan exists to pay out benefits to participants and their beneficiaries—not to continuously pile up assets like a bank. The Employer Trustees, or more specifically, the Employer Trustee (Tom Percival) named by Matson Navigation Company, rejected these proposals unless the Union was willing to bargain on specific items such as the washdown provisions of the General Rules and other items. Ignoring the best interests of the participants in the hopes of making mid-term changes to shipboard conditions that were recently confirmed, acknowledged and agreed to is sleazy and inappropriate: it also masks the Employer's underlying goal of avoiding all future contributions.

On August 17, 2006, a new wrinkle was added to the pension issue. President Bush signed the inaccurately named and deeply flawed Pension Protection Act (PPA) in the last days of the Republican majority in Congress. The PPA requires action from plans that are in trouble to either be saved or terminated. It was not crafted to address issues specific to plans that are not in trouble, only that they take steps to prevent problems. Actuaries must determine whether a plan is "safe," "endangered," or "critical" and then take action to fix the problem. There are two important triggers for action under the PPA. The first is when the funded status of a plan falls below 80% of obligations and the second is when the credit balance goes negative in the next seven years. The credit balance is the accumulated historical funding of the plan above the minimum requirements. It is a calculation intended to give credit to employers who are making contributions over and above what the government requires. When contributions are eliminated, regardless of the funded status, the credit balance will naturally decline. Because of the law, the status of the SIU-Pacific District Pension Plan is perverse and circular: over-funding eliminated contributions making benefit improvements more difficult due to the negative effect on the credit balance which will ultimately require new contributions.

The SIU-PD Pension Plan is healthy with a funded status of more than 140%. Over the last two years, Matson has had numerous opportunities to make reasonable increases at the Trustee level without rancor and before the enactment of the PPA. The company refused, saying that it was a matter for bargaining. Now that the Unions are in bargaining, an increase to the pension benefit for both future and current retirees is an issue that must be resolved otherwise economic action against the company could result.

BANE & TULENKUN UPDATE

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

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

The SUP also filed a detailed, multi-paged "Bill of Costs" request with the Clerk of the Court for the expense the Union incurred for the deposition transcripts of Bane, SUP member Clifford Lopes and non-member Jerry Yahiku. There was no opposition from Bane to this request and on May 29, the Court granted the "Bill of Costs" in the amount of \$2,300. However, on June 2, Bane filed an opposition to the "Bill of Costs" that was issued. This matter is still pending.

As reported in January, the U.S. Equal Opportunity Commission on December 31, 2007, granted Bane and SUP member Ruta Tulenkun the right to sue the SUP for race and gender discrimination. On March 27, Bane and Tulenkun filed suit against the Union and Honolulu Branch Agent Mike Duvall in his official capacity and your secretary in his official capacity. The lawsuit—just like the one the Union just won— charges that the SUP discriminated against Bane and Tulenkun because they were Samoan women with a demand for monetary damages. On May 28, the Union filed a motion with the District Court to clarify the charges as the suit is so unintelligible that it is impossible to determine what the SUP, Branch Agent Duvall and your secretary are being sued for. The motion will be heard by the Court on July 1.

MARITIME LABOR'S GOALS

In preparation for a new administration in Washington, Ed Wytkind, President of the Transportation Trades Department (TTD), AFL-CIO —of which the SUP is an affiliate— has been tasked by the AFL-CIO to meet with representatives of the presumptive presidential candidates to discuss labor's transportation priorities.

For maritime labor, James Patti, President of the MM&P's Maritime Institute for Research and Industrial Development (MIRAID) asked all the maritime Unions for their priorities for submission to the TTD.

The SUP, MFOW, SIU-AGLIWD/NMU, IBU, MM&P), MEBA, AMO, ILWU and ILA working together put together a priority list that was submitted to President Wytkind on May 27. Those priorities include full funding for the Maritime Security Program, support for the Jones Act and cargo preference, support for Title XI Whip Construction Guarantees, and support for short-sea shipping.

Senator Obama has already indicated his strong support for these programs, but Senator McCain has been non-responsive.

FOURTH OF JULY

All SUP halls will be closed on Friday, July 4, for Independence Day.

BLOODY THURSDAY

The annual commemoration of Bloody Thursday will be held at ports up and down the West Coast this year on Saturday, July 5. Details of the observances will be published in the June *West Coast Sailors*.

SUP members on the beach are urged to attend these events which mark a red letter day during the 1934 coastwise maritime strike.

ACTION TAKEN

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

Gunnar Lundeberg

NEGOTIATIONS UPDATE June 9, 2008

As per the 2003 agreement between Matson the SUP and MFOW which requires the parties to exchange proposals by June 15, 2008, Matson sent the SUP and MFOW Memoranda of Understanding covering the CV 2600 vessels (Manukai, Manulani, Maunawili) and CV 2600 vessel (Maunalei) proposing wage increases of 2.5% in 2008, 2.5% in 2009, 2.5% in 2010, 2.5% in 2011 and 3% in 2012.

June 10, 2008

Your secretary in conjunction with MFOW President Anthony Poplawski, SUP Vice President Dave Connolly and Union attorney Peter Saltzman met to formulate a response to this insulting proposal. As previously mentioned the goal of both Unions is to end the wage etc. disparity between the Kvaerner-built vessels and the rest of the fleet and have a common expiration contract expiration date for all vessels (except the Moku Pahu). In addition to a counter-proposal on this issue, pension proposals were formulated.

June 12, 2008

After caucusing with the Joint Union Negotiating Committee (SUP,MFOW, SIU-Marine Cooks) to discuss and gain unanimous approval of the SUP/MFOW proposals, the Unions meet with the company at 1300 at SUP Headquarters.

The Unions proposed the following:

1) Rejected Matson's June 9th proposal and counterproposed the following:

Effective July 1, 2008, all wage and wage-related items and fringe benefit contribution rates for the CV 2600 vessel and CV 2500 vessel shall equal the corresponding wage and wage-related and fringe contribution rates for the offshore diesel vessel covered by the General Rules of the SIU-Pacific District-Matson Offshore Agreement. (For the SUP this would cover all vessels as there is no wage difference between steam and diesel vessels, whereas with the MFOW there is.)

Effective July 1, 2009, and on each anniversary date of the Offshore Agreement, the increase on all wage and wage-related items and fringe benefit contribution rates for the CV 2600 vessels and CV 2500 vessel shall equal the corresponding increase on all wage-related items and fringe benefit contribution rates for the offshore diesel vessels covered by Section 3 of the General Rules.

In addition, the Unions proposed interest arbitration as per the 2003 agreement if the issue could not be resolved in bargaining. It is the firm intent of the SUP and MFOW to beef this issue out in bargaining to avoid arbitration.

The company's response to the proposal was mixed. While they somewhat agreed on a "consolidated" agreement covering all vessels, they wanted to know what the cost would be fleet-wide. As of this date the Unions have not made an economic, fleet-wide, proposal. Matson acknowledged that the difference in wages plus one day supplemental (vacation) pay was \$190 per day for each of the four ships. The Unions stated this was a paltry amount that the company could afford to end the "two-pot" system. The company stated it would review the proposal. Sullivan then gave a long discourse on the decline of freight to Hawai'i etc. In essence he played the violin.

2) The Unions then proposed amending Section 30 (e)

SUP Branch Reports

Seattle

May 19, 2008

Shipped during the period: 1 Boatswain filled by an A member; 5 Able Seaman jobs shipped and filled by two A and three B members; Ordinary Seaman berth shipped and filled with a C member; and 11 stand-by jobs shipped to 4 A, 4 B and 3 C members.

Registered during the period: 13 A cards for a total of 25; 7 B cards for a total of 24; 52 C cards for a total of 10.

Ships checked

Matson ships *Kauai* and *Manoa* in twice and running smoothly.

The APL ship *President Truman* called in New York with little or no problems.

The Puget Sound Ports Council, Maritime Trades Department AFL-CIO held it's annual Maritime Person of the Year charity luncheon in support of the Seattle Catholic Seaman's Center this month. Rich Berkowitz was honored for his tireless work in support of "Jones Act" U.S.-flag ship issues and his advocating for freight mobility in urban areas and his work in the State's Workforce Development Committee. All of the Union Leaders in the Northwest thought it was about time Mr. Berkowitz, who likes to keep a low profile, was recognized for his contributions to the maritime industry.

I attended the King County Labor Council meetings; a Labor Port Coalition meeting concerning Governor Gregoire's upcoming election; a labor freight mobility meeting where strategies were discussed that we may employ in the continuing battle to retain Industrial land within the ports of Seattle, Tacoma and Everett; with the respective city and state legislators.

I participated in the Washington State Labor Council's Political Action Committee Convention. We will post "labors" recommendations on politicians who vote in support of working families and workers rights in the October *West Coast Sailors*. Remember, vote for your pocket book!

Vince O'Halloran Branch Agent

Wilmington

May 19, 2008

Shipped 3 bosuns, 7 ABs, 4 ABDs, and 63 standbys for a total of 77 jobs.

Registration: 36 Class A, 28 Class B, and 6 Class C.

Ships checked

Singapore, Maunawili, Korea, China, Maunalei, Pfeiffer, Thailand, Manukai, Manulani, Philippines, Matsonia, Mahimahi

Equal division of overtime. Had a problem with a bosun wanting to grab for himself and the dayworkers, only he was caught and stopped. The bozo quit when he could not steal any more.

Brothers, you know the type. He calls the mate and captain by their first names, knows how to tell them the things they want to hear in order to make them like him. And to make it look like he is a good Union man, he will start a beef with the steward over some infraction. But not with every steward just the ones that want to do a good job for the crew anyway. Brothers, the formula for equal division of overtime is spelled out in the contract so be watchful of time worked: there are thieves out there. Some are so clever as to cause you to like and respect them while they steal from you don't be a fool.

I was elected to the position of Secretary-Treasurer of the Maritime Trades Department, Southern California Port Council, AFL-CIO. Brothers, we are coming up short on funding for the solidarity cruise on the *Lane Victory* and will need every dollar you can donate. The cruise is an outreach to the public. We will take kids from the area around the port and teach them about the Unions and how to become a good Union man. In times to come we will need the support of the public when the time comes for a general strike or any strike. If we do not teach the youth, the opposition will.

Also attended harbor coalition meeting and work on the campaign for Mark Thomas a long time proponent for the working class taxpayers. It's our turn to fight so get involved. Yours in struggle,

Paul Calais Branch Agent

Honolulu

May 19, 2008

Shipped the following jobs during the month of April: 1 bosun return, 2 AB maints., 2 ABW, 1 ABW relief, 1 ABW return, 3 ABDs, 1 ABD relief, and 1 OS return. These were filled by: 6 A members, 5 B members, and 1 C member. Also shipped 50 standby jobs filled by: 4 A members, 20 B members, 24 C members and 2 D registrants, for a total of 62 jobs shipped.

Registered during the month of April: 5 A members, 6 B members, 6 C members. To date registered are: 12 A members, 12 B members, 9 C members, and 2 D registrants, for a total of 35 registered members.

Ships checked

Manukai, Matsonia, Manoa, Maunalei, Manulani, Mahimahi, Maunawili, Kauai, Mokihana. All with few or no beefs. R.J. Pfeiffer has voyage stores loading beef. (Will be a contract issue.) Been fleet wide complaint about China-bought vessel sanitary stores and their quality. Hope these items are properly imported and labeled for U.S. consumption. Remember the Jones Act motto: Buy American-Ship American.

Paint and Rigging gang running smooth with Monte Kalama as bosun. Joe Mantanona is delegate. Minor payroll problems.

On May 21, attended the Hawai'i Ports Maritime Council. A quiet quorum meeting with some talk on the upcoming Matson negotiations. Also noticed industry apathy as the next day was National maritime Day (May 22). No events planned for that week.

Mike Duvall, Branch Agent

San Francisco Business Agent

June 9, 2008

Visited and paid off the following ships:

Kauai— Jim Clay, delegate; William Wood, bosun: Dispute with standby working after 5:00 P.M. in Seattle, tying up barge should be settled in Seattle. Made twice.

Mahimahi— Manny Roxas, delegate; Mark Hurley, bosun: In from Seattle, no beefs or disputes.

Manoa— Volkert Lolies, delegate: No disputes, in from the Islands.

Mokihana— David Mercer, delegate: Car carrier. No disputes. Clarification for transportation on trip off. The sailors continue to have problems with the third mate doing sailors work. Now he's running the sweeper in the auto hatch. When will he learn?

APL China— Mike Dirksen, delegate; Rudy Musgrove, bosun: Voyage paid off; no disputes.

Colorado Voyager; Mississippi Voyager; Washington Voyager— All at Richmond Long Wharf. Dave Connolly made these ships.

Worked in the front office.

Bill Berger

SUP member joins pension rank

The following SUP members joined the rank of pensioner, bringing the total number of SUP members to 614:

James Estling, 71, Book No. 1894, joined SUP in 1998, 10 years seatime.

Support the SUP Political Fund

Matson negotiations update continued from page 11

covering mid-contract pension increases. The essence of this proposal is that based on the actuary's annual report the parties would negotiate increases based on the "combined actuarial gain" or surpluses in the pension plan for future and current retirees. The company stated it would review the proposal.

3) The Unions then proposed a substantial pension benefit increase for future and current retirees under Section 30 based on the huge surplus the plan enjoys. Matson gagged in reaction, stating that the amount was too high and that it would force the company, due to the provisions of the Pension Protection Act, to make contributions to the plan. The Unions responded that the plan was not a bank and that its purpose was to pay benefits to those that had earned them. After a lengthy and acrimonious discussion, the company said it would review the proposal.

The Unions and the company then reviewed General Rules proposals previously submitted and came to agreement on a few items. The company then requested a caucus and came back with the request (again) to extend the agreement to August 30, 2008. The reasons were the pending LMSR bid, the status of the Cape Jacob and the assertion that Matson's marine department was understaffed.

The Unions proposed that an extension would be agreed to if the company agreed to consolidate the Kvaerner agreement with the agreement covering the rest of the fleet (same wages, overtime rates, supplemental rates) and that any economic settlement would be retroactive to July 1, 2008. The company stated it would review the proposal.

The next bargaining session is scheduled for June 18.

Bloody Thursday

Coastwise events Saturday, July 5

San Francisco

ILWU Local 10, 400 North Point St. at 10:00 A.M.

Speakers, live band, dancing and food.

Seattle

ILWU Local 19 will host a barbecue at Vasa Park on Lake Sammamish (Bellevue), off of Highway 90, from 11:00 A.M. to 4:00 P.M.

Wilmington

There will be a picnic sponsored by the ILWU Local 13 at Peck Park in San Pedro from 11:00 A.M. to 5:00 P.M. There will be food, live bands, speakers and games for the kids.

Dispatcher's Report

Headquarters—June 2008

Been
Bosun 0
Carpenter 0
MM 6
AB 6
OS 1
Standby14
Total Deck Jobs Shipped $\overline{28}$
Total Deck B, C, D Shipped 2
Engine/Steward
QMED 0
Pumpman 0
Oiler 0
Wiper 0
Steward 0
Cook 1
Messman 0
Total E&S Jobs Shipped $\overline{1}$
Total E&S B, C, D Shipped 1
Total Jobs Shipped - All Depts 28
Total B, C, D Shipped-All Depts 3
Total Registered "A"61
Total Registered "B"57
Total Registered "C" 5
Total Registered "D" 4
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