



## CMA CGM buys back L.A. port terminal it sold in 2017

French shipping giant CMA CGM has announced an agreement to buy back its 90 percent stake in the Fenix Marine Services (FMS) terminal in Los Angeles in a deal that values the terminal at \$2.3 billion, more than double the value from when CMA CGM last sold it in 2017. The 90 percent stake is currently owned by EQT Infrastructure III with CMA CGM holding the other 10 percent.

CMA CGM sold the stake to EQT in a 2017 sale that had an enterprise value of \$875 million after initially acquiring the terminal in 2016 as part of its \$2.4 billion takeover of Singapore's Neptune Orient Lines (NOL). The 2017 sale of the terminal, previously known as Global Gateway South, had been planned as part of CMA CGM's strategy to pay down debts from the NOL takeover, which marked the Marseille-based group's biggest-ever acquisition, in addition to a broader strategy to focus on its ocean shipping business.

FMS is the third-largest terminal in the Los Angeles/Long Beach port complex and one of the largest in North America with a capacity of around 2.5 million TEU. Upon closing, CMA CGM will become sole owner of the facility.

CMA CGM says the new acquisition, which will be funded from its own

resources, will bolster its position as a global port terminal operator. The group currently has investments in 49 port terminals in 27 countries through its two subsidiaries CMA Terminals and Terminal Link, a joint venture.

CMA CGM has seen its net profit soar nearly 3,000 percent in the first six months of this year to \$5.5 billion. The group is also one of the leading ocean carriers on trans-Pacific routes, operating 24 services.

The company says it also has significant investments planned for the terminal in the coming years, including an extension of the container yard to increase capacity in a staged approach; expansion of the terminal's rail capacity; construction of a new berth; and continuation of the terminal's digital transformation. By early 2022, the FMS terminal will also welcome the first CMA CGM liquefied natural gas-powered 15,000-TEU ships to be deployed on routes between Asia and the United States.

MFOW Shore Mechanics perform maintenance and repair, plugging and unplugging, and monitoring of refrigerated containers; maintenance and repair and mounting and dismounting of generator sets; and minor chassis repairs at the terminal.

## Ports of Los Angeles and Long Beach start fining shipping companies over container backlog

In an effort to ease an unprecedented backlog, the ports of Los Angeles and Long Beach can now fine shipping companies that slow down the unloading process. Starting November 1, arriving containers scheduled to be moved by trucks will be allowed to stay for nine days before fines start accumulating. Containers set to move by rail can stay at the ports for only three days.

After that, ocean carriers will be charged \$100 per container, increasing in \$100 increments per container per

day. The Board of Harbor Commissioners for both Long Beach and Los Angeles approved the Container Excess Dwell Fee on October 29.

"Containers that linger too long on the docks are delaying the berthing of vessels, leading to record numbers of ships waiting off the coast, and consumers and businesses across the U.S. left waiting for crucial shipments," the Long Beach commissioners said.

Before the backlog, containers were typically left at terminals for less than four days. But recently, approximately 40 percent of containers are left for nine or more days. Record demand for imported goods, labor shortages and other factors have contributed to the backlog of container ships, causing delays and threatening the U.S. economy and contributing to price increases. About 40 percent of all shipping containers entering the country come through the twin Los Angeles and Long Beach ports.

U.S. Secretary of Transportation Pete Buttigieg and California Governor Gavin Newsom announced last month that \$5 billion in loans will be available to help modernize the ports. And, the ports have been working with President Joe Biden's Supply Chain Disruption Task Force after the White House announced it would make the Ports of Los Angeles and Long Beach a 24-hour, seven-days-a-week operation in order to reduce shipping delays.



Recent retirees Robert Blake, #3604, and Paul Bentson, #3648, pictured aboard the SS *Matsonia* a couple of years ago.

## Matson commits to net zero emissions by 2050

U.S.-based ocean carrier Matson has announced a goal of achieving net zero greenhouse gas emissions from its fleet by 2050. The goal was announced alongside the release of a 2020 sustainability report that commits the company to reducing fleet greenhouse gas (GHG) emissions by 40 percent by 2030, as well as the goal of net zero emissions. The report notes that since 2016 Matson has already reduced its fleet GHG emissions by 23 percent.

A Matson spokesperson said that the company is "committed to doing our part in helping the world decarbonize and limit climate change" and that they "have a responsibility to significantly reduce our carbon footprint by lowering our greenhouse gas emissions and our aim is to achieve these medium- and long-term goals by improving fleet and operational efficiency."

As congestion hammers schedule re-

liability for international carriers, Matson's report shows the company has been able to keep a vessel schedule reliability of 98 percent in Hawaii service, 97 percent in Alaska service and 92 percent in Guam service. It also reported reducing shoreside lost time injuries by 10 percent from 2019.

Matson operates a fleet of owned and chartered containerships, combination container and roll-on/roll-off ships and custom-designed barges, providing service to domestic non-contiguous states and territories including Hawaii, Alaska, and Guam, and to other island economies in Micronesia. It also operates an expedited service from China to Long Beach, California; provides service to Okinawa, Japan and various islands in the South Pacific; and operates an international export service from Dutch Harbor to Asia.

## White House reveals port funding plans

The U.S. House of Representatives has finally passed an infrastructure bill that will provide \$550 billion in new financing for roads, railways and other hard infrastructure. Passenger rail operator Amtrak is the biggest single beneficiary, receiving more than 10 percent of the entire package (\$66 billion) to support its maintenance and expansion projects. State and local highway agencies will split \$110 billion in funding for roads, bridges and major infrastructure projects, including financing to improve freight corridors. Freight rail operators will benefit from another \$6 billion in support for grade crossing and track improvements.

These road and rail improvements will indirectly benefit America's busiest seaports, which are struggling to find room on the docks for a flood of imported container cargo. Trucking and rail operators have struggled to keep up with surging consumer demand, and their inability to remove import containers from U.S. seaports has been a leading factor in supply chain congestion this year.

Seaports will also receive direct assistance from the package. About \$4 billion will go to the U.S. Army Corps of Engineers' (USACE) operations and maintenance account for investments in critical inland and coastal port infrastructure, including dredging operations. The White House said that USACE would map out its project plans for using this funding within the next 60 days.

USACE is also getting a massive infusion of \$11.6 billion for its construction

account, used for capital improvements. \$2.5 billion of this amount is earmarked for inland waterways projects, and another \$2.5 billion will go towards inland flood risk management.

In addition to major USACE projects, U.S. ports will also benefit from a \$50 million-per-year emissions reduction and electrification program, along with an intermodal rail grant program. Ports will also be eligible to apply and compete against other sectors for climate change mitigation and resilience grants.

These programs will help in the medium to long term, but the Biden Administration is acutely aware of the need to address supply chain problems immediately — especially the bottlenecks at U.S. seaports. The White House said that DOT will soon begin a competition for \$475 million in port infrastructure funding - its first port-related disbursements related to the new infrastructure bill. The administration also noted that DOT will soon be announcing the winners of the FY2021 Port Infrastructure Development Grant program, which has a total budget of \$230 million.

The White House added that it would also give seaports more flexibility to use leftover funds from federal projects in order to address congestion. In one example, the Georgia Port Authority - the administrator for the Port of Savannah - will be allowed to use \$8 million to set up five container storage yards at inland sites, away from the port's overcrowded piers. This will free up more space on its docks and allow it to accept more cargo.

### Halls to close — holiday schedule

The MFOW hiring halls will be closed in observance of the following contract holidays:

**Thanksgiving Day – Thursday, November 25**

**Christmas Eve\* - Friday, December 24**

**Christmas Day (December 25) – Monday, December 27 (observed)**

**New Year's Eve\* - Friday, December 31**

**New Year's Day (January 1) – Monday, January 3, 2022 (observed)**

\*Christmas Eve and New Year's Eve are ILWU holidays on the West Coast and therefore recognized MFOW holidays aboard APLMS and Matson vessels in Pacific Coast ports. For members working under the MFOW Maintenance Agreements, these holidays shall be observed in accordance with local custom and practice.

Members are reminded that no shipping cards will be stamped at the regular business meetings immediately preceding and following the holidays.



# The Marine Fireman

Published Monthly By

The Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association

**ORGANIZED 1883**

*Affiliated with the Seafarers International Union of North America, AFL-CIO*

Yearly subscription rate: \$20 first class, \$25 overseas air

Postmaster: Send address changes to The Marine Fireman, 240 2nd Street, San Francisco, CA 94105

## Patriot Contract Services Wage Rates Watson-class Vessels – Effective October 1, 2021

### Full Operating Status

Rating	56-Hour	56-Hour	Overtime	Supplemental	Supplemental	Supplemental	Money
	Base Wage	Base Wage		Benefit Base	Benefit	Benefit	
	Monthly	Daily	Hourly	Monthly	Monthly	Daily	Daily
QMED-Electrician	\$8,431.20	\$281.04	\$36.56	\$5,847.00	\$2,923.50	\$97.45	\$30.00
QMED-Oiler	\$6,571.50	\$219.05	\$29.23	\$4,585.20	\$2,292.60	\$76.42	\$30.00
Wiper	\$4,986.00	\$166.20	\$21.70	\$3,510.60	\$1,755.30	\$58.51	\$30.00

The supplemental wage benefit shall be computed on the basis of fifteen (15) days supplemental wages for each thirty (30) days worked or pro rata thereof at each rating's respective daily supplemental benefit rate.

### Reduced Operating Status or Repair Availability Status

Rating	Base Wage	Base Wage	Overtime	Supplemental	Money
	Weekly	Daily		Benefit	Purchase
			Hourly	Daily	Daily
QMED-Electrician	\$1,566.74	\$223.82	\$36.56	\$11.19	\$30.00
QMED-Oiler	\$1,228.43	\$175.49	\$29.23	\$8.77	\$30.00
Wiper	\$940.73	\$134.39	\$21.70	\$6.72	\$30.00

During periods of Reduced Operating Status or Repair Availability Status, Unlicensed Personnel shall earn one and one-half (1-½) days of supplemental wages for each thirty (30) days on the payroll or pro rata thereof. Supplemental wages in ROS or RAV shall be administered directly by the Company.

### Marine Firemen's Union Directory

[www.mfoww.org](http://www.mfoww.org)

#### HEADQUARTERS

240 2nd Street  
San Francisco, CA 94105  
Tel: (415) 362-4592/4593/4594  
Fax: (415) 348-8864  
Dispatcher-Tel: (415) 362-7593  
Dispatcher-Fax: (415) 348-8896  
General Email: [headquarters@mfoww.org](mailto:headquarters@mfoww.org)

#### Anthony Poplawski

President/Secretary-Treasurer  
Email: [mfowp@yahoo.com](mailto:mfowp@yahoo.com)

#### Deyne Umphress

Vice President  
Email: [mfowvp@mfoww.org](mailto:mfowvp@mfoww.org)

#### Robert Baca

Business Agent  
Email: [robchili510@yahoo.com](mailto:robchili510@yahoo.com)

#### Manita Li, Controller

Email: [MLi@mfoww.org](mailto:MLi@mfoww.org)

#### Sandra Serrano, Secretary/Training

Email: [SSerrano@mfoww.org](mailto:SSerrano@mfoww.org)

#### MFOW TRUST FUNDS

240 2nd Street  
San Francisco, CA 94105  
Tel: (415) 986-1028 / 986-5720  
Fax: (415) 546-7340

Optical/Death Benefits/Accounts Payable

General Email: [welfare@mfoww.org](mailto:welfare@mfoww.org)

#### Esther Hernandez

Medical/Dental Coverage:  
Active Members  
Email: [EHernandez@mfoww.org](mailto:EHernandez@mfoww.org)

#### Amanda Salinas

Medical Claims:  
Dependents and Pensioners  
Email: [ASalinas@mfoww.org](mailto:ASalinas@mfoww.org)

#### Stacy Bobu

Money Purchase & Pension Benefits  
Tel: (415) 362-1653  
Fax: (415) 348-8864  
General Email: [pension@mfoww.org](mailto:pension@mfoww.org)  
Email: [SBobu@mfoww.org](mailto:SBobu@mfoww.org)

#### WILMINGTON BRANCH

533-B Marine Avenue  
Wilmington, CA 90744  
Tel: (310) 830-0470  
Fax: (310) 835-9367

#### H. "Sonny" Gage, Port Agent

Email: [HGage@mfoww.org](mailto:HGage@mfoww.org)

#### HONOLULU BRANCH

707 Alakea Street  
Honolulu, HI 96813  
Tel: (808) 538-6077  
Fax: (808) 531-3058

#### Mario Higa, Port Agent


Email: [MHiga@mfoww.org](mailto:MHiga@mfoww.org)

#### PORT SERVICED – SEATTLE

4005 - 20th Avenue West, Suite 115  
Seattle, WA 98199  
Tel: (206) 467-7944  
Fax: (206) 467-8119

#### Brendan Bohannon, Representative

Email: [seattle@sailors.org](mailto:seattle@sailors.org)



## Holiday Dinner

<p><b>TURKEY</b></p> <ul style="list-style-type: none"> <li>» Foster Farms</li> <li>» Butterball</li> <li>» Hoffmann's Turkey breast</li> <li>» Honest John Turkey</li> <li>» Boar's Head</li> <li>» Thumann's</li> <li>» Ham</li> <li>» Cook's Spiral Sliced Honey Ham</li> <li>» Tyson</li> </ul> <p><b>DINNER ROLLS</b></p> <ul style="list-style-type: none"> <li>» Parkerhouse</li> <li>» Arnold</li> <li>» Francisco</li> <li>» George Weston</li> <li>» Sara Lee</li> </ul> <p><b>VEGETABLES</b></p> <ul style="list-style-type: none"> <li>» Birds Eye</li> <li>» Hanover foods frozen vegetables</li> <li>» Del Monte Canned vegetables</li> <li>» Cranberries/Cranberry Sauce</li> <li>» Dole</li> <li>» Ocean Spray</li> </ul>	<p><b>STUFFING</b></p> <ul style="list-style-type: none"> <li>» Stroehmann</li> <li>» Kraft Stove Top Stuffing</li> </ul> <p><b>SIDE DISHES</b></p> <ul style="list-style-type: none"> <li>» Betty Crocker</li> <li>» Kraft mac &amp; Cheese</li> <li>» Dessert</li> <li>» Redi Whip and Cool Whip</li> <li>» Entenmann's</li> <li>» Marie Callender's</li> <li>» Sara Lee</li> </ul> <p><b>RETAIL BAKESHOPS</b></p> <ul style="list-style-type: none"> <li>» Giant</li> <li>» Albertsons</li> <li>» Brown &amp; Cole</li> <li>» Byerly's</li> <li>» Dave's Supermarket</li> <li>» Fred Meyer</li> <li>» Haggen's</li> <li>» Jerry's</li> <li>» Roth's family Markets</li> <li>» Rosauer's</li> <li>» Safeway Inc.</li> <li>» Schnuck's</li> <li>» Supervalu (Albertsons, Cubs)</li> <li>» Vons</li> </ul>	<p><b>WINE &amp; CHAMPAGNE</b></p> <ul style="list-style-type: none"> <li>» Almaden</li> <li>» Barrelli Creek</li> <li>» Bartles &amp; Jaymes</li> <li>» Black Box</li> <li>» Carlo Rossi</li> <li>» Charles Krug</li> <li>» Chateau Ste. Michelle</li> <li>» Columbia Crest</li> <li>» Corbett Canyon Vineyard</li> <li>» Dubonnet</li> <li>» Fairbanks</li> <li>» Franzia</li> <li>» Frei Brothers</li> <li>» Gallo Estate Wines</li> <li>» Lejon Vermouth</li> <li>» Livingston Cellars</li> <li>» Mission Bell</li> <li>» Peter Vella</li> <li>» Rancho Zabaco</li> <li>» Robert Mondavi</li> <li>» Scheid Vineyards</li> <li>» Sheffield Cellars</li> <li>» Snoqualmie Vineyards</li> <li>» Turning Leaf</li> <li>» Weibel</li> <li>» Cook's</li> </ul>
---	--	--



# Academy pauses sea year after sexual assault allegations

In a letter released November 2, the U.S. Department of Transportation (DOT) announced that it has decided to pause the next cycle of the U.S. Merchant Marine Academy's Sea Year program, citing an ongoing sexual assault and sexual harassment scandal. Sea Year provides the academy's students with the opportunity to ship out on commercial vessels, and this is the second time in five years that the program has been paused over allegations of sexual misconduct at sea.

The letter acknowledged the disruption that the decision will cause for all midshipmen, who need to get enough sea time in order to obtain their licenses and

graduate. However, DOT warned USMMA's students not to retaliate against those who report allegations of sexual assault and harassment, noting that fear of retaliation is "one of the reasons that midshipmen have hesitated to come forward to report incidents."

The decision to pause Sea Year follows two anonymous accounts of alleged sexual assault against USMMA midshipmen on U.S. merchant vessels, both involving female victims and heavy alcohol use. The first, published on September 27 by an individual dubbed Midshipman X, contains a graphic account of a rape perpetrated by a chief engineer on board a Maersk

Line Limited vessel.

The second account was published November 2, and it includes two allegations of sexual assault against one cadet on one voyage, perpetrated by two different engineers.

The suspension of Sea Year also follows just days after a group of Demo-

cratic senators and congressmen sent a letter to Secretary of Transportation Pete Buttigieg to call for a halt to the program. The representatives demanded that USMMA replace its superintendent and "develop a public written action plan" to ensure cadet safety before Sea Year resumes.

# Canada's cruise ship ban ends

Canada has become the latest country to end its restrictions on cruise ships. The expiration of the ban as of November 1 comes 19 months after the country barred large cruise ships from entering its ports, but at the same time, the federal government continues to advise citizens against travel aboard cruise ships.

The official end of the ban follows through on a decision first announced by Omar Alghabra, Canada's Minister of Transport, in July 2021. The move, however, is largely ceremonial, as Canada's cruise season has already mostly concluded for the year. The last of the cruise ships operating to Alaska completed their cruises in mid-October after a season that had been shorted by Canada's decision to continue to block cruise ships for most of 2021. Cruises to Canada's Atlantic Maritime Provinces in 2021 were canceled due to the restrictions.

Canada first announced that it would close its ports to cruise ships in mid-March 2020 at the beginning of the pandemic. The ban was later extended through the 2020 cruise season and then in February 2021 for a further year. In addition to impacting the large cruise ships, the ban along with other travel restrictions also disrupted ferry service including operations on the Pacific Coast.

The federal government continues to advise citizens to avoid travel on cruise ships until further notice. The warning first issued, early in the pandemic, cautions that travelers might find themselves in quarantine situations where Canada would have little diplomatic authority to assist them.

Minister Alghabra said that the deci-

sion to shorten the cruise ban so that it would end on November 1, was to aid the cruise lines in planning their 2022 cruise operations. The federal government wanted to send a signal to the cruise lines that Canada would be open for tourists next year. Local government officials in British Columbia report that already over 600 cruise ship visits have been scheduled for 2022 in Vancouver and Victoria. They expect over one million passengers will visit each of the ports next year.

Some, however, questioned if the end of the ban was a political attempt to defuse efforts in the U.S. Congress calling for a permanent exemption for Alaska cruises from the cabotage rules. The Passenger Vessel Services Act, which dates to 1886, requires foreign ships carrying American passengers to visit a foreign port on cruises scheduled to begin and end in the United States. Led by the Alaskan delegation that was successful in gaining the 2021 exemption, new legislation has been proposed to extend the exemption making it possible for the major cruise ships to operate directly from the U.S. ports to Alaska.

With the end of the ban in Canada, Australia, New Zealand, and China remain the largest cruise markets that are still restricting cruise travel. The Australian travel community has been calling on its government to relax the cruise restrictions, but the country's 2021-2022 cruise season has largely been canceled. Similarly, China continues to restrict international travelers but has permitted some of its domestic cruise ships to resume service.

# New USTRANSCOM Commander is laser-focused on buying secondhand ships to boost surge sealift

In her first major speech since taking over as commander of the U.S. Transportation Command (USTRANSCOM) last month, Air Force Gen. Jacqueline D. Van Ovost committed the command to being "laser-focused" on a "buy used" strategy for boosting capacity of the Ready Reserve Force (RRF) fleet. The RRF vessels are a subset of the Maritime Administration's (MARAD) National Defense Reserve Fleet (NDRF) that provide surge sealift capability and rapid deployment of U.S. military forces worldwide. The program consists of 41 vessels, including 35 roll-on/roll-off ships that are owned, crewed, and maintained by MARAD, but come under control of Military Sealift Command once activated.

During her keynote address at the National Defense Transportation Association annual fall meeting, Gen. Van Ovost said capacity across air and sea was key to maintaining strategic dominance across the globe. She emphasized

her commitment to a responsible buy used strategy with the U.S. Navy in order to address the looming retirement of 34 vessels within the RRF fleet.

This comes after activation ordered by USTRANSCOM in September 2019 that stress tested the RRF fleet's ability to go from reduced operating status to fully crewed and full operating status within five days. Of the vessels participating, only 60 percent were considered ready and 40 percent were able to get underway in the allotted time.

"Resilient and Reliable...Agile and Adaptable must be more than a bumper sticker," Van Ovost said. "The future all-domain contested environment requires our logistics enterprise to be resilient and reliable. Our warfighting framework must be agile and adaptable to deter potential adversaries, and if necessary, win decisively. There is no second place when it comes to our national defense."



APL Marine Services, Ltd. (APLMS) and Seafarer's International Union, Pacific District (SIU-PD)  
COVID Vaccination Requirement, Letter of Understanding (LOU)

October 27, 2021

WHEREAS, the Seafarer's International Union, Pacific District (SIU-PD) comprised of the Sailors' Union of the Pacific (SUP), Marine Firemen's Union (MFOU), and Seafarers International Union - Atlantic, Gulf, Lakes, and Inland Waters (SIU), hold joint and individual collective bargaining agreements with APL (Company, APLMS or AML), known collectively as "the Parties," and;

WHEREAS, the Parties acknowledge the desirability of the long-term relationship and an attending contract which provides security to the Company and to Union represented employees and the Covid-19 pandemic has caused significant disruption in shipping operations across the world, and has resulted in several deaths, injuries, and lost time; and the company has informed SIU-PD of its intent to require Covid-19 vaccination as a condition of employment aboard its vessels; and the parties have bargained over the issue to reach an agreement that would best protect the rights of workers while ensuring the safety of workers and the operations.

**NOW, THEREFORE, the parties wish to memorialize the understanding in accordance with the following terms and conditions.**

a. Effective December 8, 2021, COVID-19 vaccination will be considered part of a mariner's fitness for duty. Effective December 8, 2021 only fully vaccinated crewmembers and standby personnel may be dispatched to a Company vessel. Vaccination will be required for port agents / union officials boarding Company vessels for union business. Also, any company employee boarding the vessel must be vaccinated or have an exemption approved by the Company.

b. An individual is considered fully vaccinated (1) two weeks after the second dose of the Pfizer or Moderna vaccine, or (2) two weeks after the first dose of the Johnson and Johnson vaccine.

Manufacturer	1 <sup>st</sup> dose no later than	2 <sup>nd</sup> dose no later than	Date fully vaccinated
Johnson & Johnson	November 24	n/a	December 8
Pfizer	November 3	November 24	December 8
Moderna	October 27	November 24	December 8

c. In order to verify vaccination status, a copy of the crewmember's CDC COVID-19 vaccination card, or other official vaccination record, must be provided to the Company's crewing department via email ([AMLLaborRelations@APLMaritime.com](mailto:AMLLaborRelations@APLMaritime.com)) at the time of dispatch. The Company will review and verify vaccination status before the crewmember will be accepted.

d. Crewmembers who are aboard a Company vessel prior to December 8, 2021 will be allowed to complete their rotary or relief assignments regardless of vaccination status. At the crewmember's request, the Company will make arrangements for non-vaccinated crewmembers to receive a vaccination while assigned to the vessel.

e. Requests for medical exemptions must be provided to the Company's crewing department via email ([AMLLaborRelations@APLMaritime.com](mailto:AMLLaborRelations@APLMaritime.com)) and must be accompanied with a physician's documentation stating the reason for medical exemption. The Company may obtain a second opinion to any medical exemption requests. The Company may require COVID-19 testing and/or face coverings for individuals who have a valid exemption.


f. Religious exemption requests must be provided to the Company's crewing department via email ([AMLLaborRelations@APLMaritime.com](mailto:AMLLaborRelations@APLMaritime.com)) and will be considered by the Company on a case-by-case basis.


g. If other crew members receive special compensation or vaccination incentive pay or bonuses then crewmembers working under the APL COVID LOU on Company ships covered by the Union's Agreement, will be paid not less than that paid to other crewmembers.


h. The Union, at its discretion and when feasible, may call jobs early enough for unvaccinated individuals to take a job and to get vaccinated before boarding.


i. The vaccine is required by the company for the safety of crew and efficient continued operation of its vessels. The above-listed incentives and accommodations will be made by the Company in mutual agreement with the Union pursuant to the vaccine requirement.

j. This LOU will continue in full force and effect for ninety (90) days after it is executed by both parties. Thereafter, this LOU will be renewed automatically from month to month unless, 15 days prior to expiration date of this LOU, or the expiration date of any renewal term thereafter, either party hereto shall give written notice to the other party of its desire to terminate or renegotiate all or part of this Agreement.

  
Matthew Tucker  
APL Marine Services, Ltd  
Date: 27 OCT 21

  
Anthony Poplawski  
Marine Firemen's Union  
Date: 27OCT2021

  
Nick Marrone  
Seafarers International Union  
Date: October 27, 2021

  
Dave Connolly  
Sailors' Union of the Pacific  
Date: October 27, 2021

COVID Vaccination Requirement, Letter of Understanding (LOU)  
October 27, 2021



APL Maritime, Ltd. - 6110 Executive Blvd - Suite 410 - Rockville MD - 20852 - Tel: 301 468 7573





By Anthony Poplawski

October was a busy and fleeting month dealing with contracts, trust fund matters, property management issues, pandemic issues and general maritime industry issues. With so many moving parts and open-ended situations, it is difficult to recall what actually happened. Below is what I recovered from my monthly notes.

#### LMSR FLEET

On September 30, 2021, Patriot Contract Services (PCS) was awarded a \$37,649,881 modification for the fixed-price portion of the previously awarded contract to fund the operation and maintenance of the eight government-owned, contractor operated *Watson*-class large, medium-speed roll-on/roll-off (LMSR) ships. The ships included in the contract are *Watson*, *Sisler*, *Dahl*, *Red Cloud*, *Charlton*, *Watkins*, *Pomeroy* and *Soderman*.

The modification awards a bridge that includes a six-month period of performance. The ships will continue to support Military Sealift Command (MSC) worldwide prepositioning requirements. Work will be performed at sea worldwide beginning October 1, 2021, and is expected to be completed by March 31, 2022.

Effective October 1, 2021, there was a two percent (2%) increase in total labor cost for all unlicensed engine ratings working aboard the eight PCS-operated *Watson*-class LMSR vessels.

#### MPF VESSELS

Back in November 2020, the Union was notified by PCS that they intended to bid on MSC solicitation N32205-21-R-4117 for the operation and maintenance of six Maritime Prepositioning Force vessels: *USNS Bobo*, *USNS Button*, *USNS Lopez*, *USNS Lummus*, *USNS Stockham* and *USNS Williams*. The solicitation was published November 2, 2020, with a bid due date of December 2, 2020. The bid due date was then adjusted to December 22, 2020. I began working with the company back then to formulate a successful bid. For reasons unknown, the solicitation was subsequently put on hold.

On September 28, 2021, the Union was notified by PCS that the solicitation was back on and that bids were due on October 4. The Pacific District Unions scrambled to get proposed wage and benefit numbers, based on the wage determination of the Service Contract Act, out to the company by October 2.

It is anticipated that three of the vessels will be prepositioned in the Indian Ocean and the other three will be prepositioned in the Western Pacific, all in support of the U.S. Marine Corps. The normal operating tempo for each vessel in full operating status is estimated to be 92 percent in port and eight percent underway.

I have no idea as to the timeline or status of this bid, but will keep the membership informed as information becomes available.

#### HAINA PATRIOT

In March 2021, the Union was notified by PCS that they were seeking to purchase a shallow draft tanker to enter the Far East tanker charter market. On April 30, the Union received a draft Memorandum of Understanding (MOU) and wage and benefit package, based on the *SLNC Pax* MOU and wage and benefit schedule, for a vessel to be named *Haina Patriot*. I began working with the company and the other Pacific District Unions to finalize an agreement subject to membership approval.

The Union was initially led to believe that the ship would re-flag and require a crew at Guam in May 2021. However, for reasons unknown, this plan was scrapped and put on hold. In late September, the Pacific District Unions were notified by the company that the ship would re-flag and be crewed up at Guam in October. The Pacific District Unions scrambled to get final documents in place and submitted to the company. Final MFWO documents were submitted on October 20 and a crew was dispatched in late October.

The breakout of this ship is a commercial venture with the possibility of obtaining future government contracts. The MOU mirrors a government contract MOU, and the wage and benefit package is the same as the August 3, 2020 *SLNC Pax* wage and benefit package. Recommend approval of the *Haina Patriot* MOU and wage and benefit appendix.

#### RRF FLEET

In mid-October, the Union was informed by both PCS and Matson that the U.S. Maritime Administration (MARAD) wanted to receive ship manager labor contracts covering Option Period 2 (years 7 and 8) of the existing Ready Reserve Force (RRF) fleet by the end of October. Option Period 2 covers the timeframe January 27, 2022, through January 26, 2024. Once again, the Pacific District Unions, working under the original tripartite agreement covering all RRF vessels, scrambled to get MOUs and wage and benefit packages to the companies.

For the Pacific District, the ships in-

volved are the *Cape Henry*, *Cape Horn* and *Cape Hudson* (Matson) and the *Adm. Callaghan*, *Cape Orlando*, *Cape Taylor*, *Cape Texas*, *Cape Trinity*, *Cape Victory* and *Cape Vincent* (PCS).

The Unions agreed to submit total labor cost increases of 3.5 percent and 4.5 percent in 2022 and 2023, respectively. I have no idea as to status of the Option Period submission, but will keep the membership informed as information becomes available.

#### MANDATORY VACCINATIONS

**Matson** — As previously reported, effective October 1, 2021, mandatory COVID vaccinations became required for MFWO personnel dispatched to Matson offshore, standby and shoreside billets. There were two exemption requests from members dispatched to standby jobs at Headquarters. The company rejected the requests on grounds of health and safety of the crew, undue hardship and no possible reasonable accommodations, such as telework or reassignment.

**APLMS** — Beginning in August 2021, the Pacific District Unions had been in discussions with APL Marine Services (APLMS) over the issue of mandatory vaccine requirements. On September 9, President Biden announced his Path Out of the Pandemic: COVID-19 Action Plan.

As part of that plan, the President signed Executive Order 14042 (EO 14042). The executive order requires federal contractors to mandate their employees be fully vaccinated by December 8, 2021, unless they are exempted from the policy due to a qualified medical reason or sincerely held religious belief. On October 15, APLMS notified the Unions that the mandate clearly applies to APLMS as a government contractor. On October 27, the parties finalized a Letter of Understanding (LOU) regarding mandatory vaccinations.

Recommend membership ratification of the LOU.

**PCS** - On October 11, the Union was notified by Patriot Contract Services (PCS) President Lance Bardo that the company had received guidance from the Office of Management and Budget (OMB) regarding Federal government contractors and sub-contractors. Key elements of the guidance (which also apply to APLMS vessels) state:

- Covered contractor employees must be fully vaccinated no later than December 8, 2021, except in limited circumstances where an employee is legally entitled to an accommodation. This applies to all PCS employees ashore and at sea, as well as all lower tier sub-contractors working on ships or in offices. If the new *Watson*-class LMSR contract is awarded before December 8, the rule says full vaccination is required on the first day of a new contract. Prior COVID-19 infection does not exempt employees from the vaccination requirement.
- PCS may be required to provide an accommodation to covered contractor employees who communicate that they are not vaccinated against COVID-19 because of a disability (which would include medical conditions) or because of a sincerely held religious belief, practice, or observance. PCS is developing specific procedures for administering accommodations consistent with industry practice, California and Equal Employment Opportunity Commission (EEOC) regulations, Centers for Disease Control (CDC) guidelines and established human resources practices.
- PCS must require employees to show or provide one of the following documents: a copy of the record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card, a copy of medical records documenting the vaccination, a copy of immunization records from a public health or State immunization information system, or a copy of any other official documentation verifying vaccination with information on the vaccine name, dates of administration, and the name of health care professional or clinic site administering vaccine. A digital copy of such records, including, for example, a digital photograph, scanned image, or PDF of such a record may be acceptable.

On October 21, PCS issued an update to the Union stating that after several pieces of correspondence with contracting officers and attendance at the National Defense Transportation Association meeting, many questions remained unanswered; but the December 8 mandate for required vaccinations will most likely not change, and that due to the requirements of EO 14042, the company will not ship unvaccinated mariners going forward.

Unvaccinated crew members already aboard PCS vessels are being offered the opportunity to be vaccinated where vaccinations are available. PCS is seeking clarification as to whether crew members aboard vessels who will not be due for relief, and who will not be fully vaccinated prior to December 8, will be able to complete their assignment or will have to be signed off on December 8.

**Exemptions** — On October 25, the EEOC issued new answers to frequently asked questions about how employers should handle employee requests for religious exemptions from their COVID-19 vaccine mandates. The agency addresses rules that apply to this type of request under Title VII of the Civil Rights Act (Title VII), which is a federal law that prohibits employment discrimination based on religion.

The agency clarifies that Title VII requires employees to inform their employer that they are requesting an exception to a COVID-19 vaccination requirement because that requirement conflicts with their sincerely held religious beliefs, practices or observances. Title VII does not protect social, political, or economic views or personal preferences. Therefore, requests made for those reasons including requests based on nonreligious concerns about the possible effects of the vaccine do not qualify as religious beliefs under the law.

Employers should thoroughly consider all possible reasonable accommodations, including telework and reassignment. ***If an employer can demonstrate that no reasonable accommodation can be made without "undue hardship" on its operations, then Title VII does not require the employer to provide the accommodation.*** The position of all offshore employers is that exemptions will cause undue hardship on their respective operations. Some of the points raised by the offshore employers include:

- Living and working on commercial ships for extended periods pose extraordinary risks for mariners. Mariners live and work in congregate settings, 24 hours per day, sharing quarters and work areas. On most vessels there is a single ventilation system.
- Ships often are days away from any medical care more sophisticated than first aid. There is generally a room on board designated as the ship's hospital, but the room will only contain basic medical supplies. There are most likely no ventilators on board, or anyone qualified to in-tube a patient if there were ventilators on board. There is no possibility of medical airlift when a ship is mid-ocean.

Continued on page 8



MFWO member David Thompson, #3878, sent this picture of the newest addition to the family: David Harlow Allan Thompson, born November 5, 2021, to David and Allison Thompson.

## MEMORANDUM OF UNDERSTANDING

### *Haina Patriot LLC-SIU-PD*

This Memorandum of Understanding (hereinafter this "MOU") is made as of October 1, 2021, between Haina Patriot LLC (hereafter the "Company"), and the Seafarers' International Union – Pacific District ("SIU-PD" or the "Union"), which Union is composed of the Sailors' Union of the Pacific ("SUP"), Marine Firemen's Union ("MFW") and the Seafarers' International Union – Atlantic, Gulf, Lakes and Inland Waters ("SIU-AGLIW") regarding the terms and conditions of employment for the operation and maintenance of a commercial tanker HAINA PATRIOT, (the "Vessel").

WHEREAS, the parties desire to have an agreement in place on the terms and conditions governing the employment of members of the Union on the Vessel;

NOW, THEREFORE, the parties hereto agree as follows:

#### **Section 1. Agreement**

This MOU shall continue in full force and effect from October 1, 2021 through September 30, 2026, and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to terminate the MOU, of which shall be given at least sixty (60) days, but not sooner than ninety (90) days, prior to the expiration or anniversary date. Unless otherwise expressly indicated, the effective date of this MOU shall be October 1, 2021.

In the event that this Vessel is contracted to the U.S. Government the applicable terms and conditions, such as an RFP, will be specially incorporated herein.

This MOU applies to all Deck, Engine and Steward department unlicensed personnel hereinafter employed aboard the Vessel. Such crewmembers, unless otherwise indicated, shall be referred to herein as "Unlicensed Personnel."

The Company recognizes the Union as the sole representative of the Unlicensed Personnel for the purpose of collective bargaining.

If there is a conflict or inconsistency between this MOU and any portions of a pre-existing collective bargaining agreement, memorandum of understanding or arbitration award that has been made applicable to this work, this MOU shall govern.

#### **Section 2. Employment**

##### (a) Right of Selection

The company shall have the right of selection for all applicants for unlicensed positions.

##### (b) Qualifications

All Unlicensed Personnel shall be trained, qualified, vetted, and medically, dentally and psychologically fit consistent with the Vessel's service and projected areas of operation in accordance with U.S. Coast Guard regulations as administered by the Seafarer's Medical Center. All Unlicensed Personnel shall be U.S. citizens holding valid passports for the full length of the assignment. All Unlicensed Personnel shall possess U.S. Coast Guard seaman documents and STCW endorsements and all other papers required to occupy their position. The Unlicensed Personnel must be literate in English. All Unlicensed Personnel shall have valid Transportation Worker ID Cards for the full length of the assignment.

##### (c) Tour of Duty

Unlicensed personnel accepting employment on the Vessel shall work for a minimum of four (4) months on but no more than six months (6) without a relief, subject to the operational requirements or unless they are reassigned, or their services are terminated at an earlier date by the Company. If the Vessel is assigned to domestic service unlicensed personnel shall work for a minimum of three (3) months on but no more than four (4) months without a relief subject to operational requirements. Except in case of family emergency such as the death of an immediate family member (mother, father, brother, sister, daughter, son, in-laws of foregoing, grandparents/children), the Company shall not be required to pay travel expenses for a crewmember who voluntarily quits the Vessel prior to the expiration of the dispatch period.

No crew member shall depart the Vessel without being properly relieved, unless specifically authorized to do so by the Master before the arrival of such relief.

##### (d) Hours of Work and Overtime

The ABs shall be watch standers in port and at sea. When necessary, overtime work may be required. The QMED/Pumpman shall be a day worker, working under the authority of the 1st A/Engineer for normal maintenance and under the Chief Officer for cargo operations. The Oilers shall be watchstanders or dayworkers, depending on the operational requirements of the Vessel. Steward department personnel shall be dayworkers and work eight (8) hours in a spread of twelve (12) hours beginning at 0600 and ending at 1800.

Overtime shall be paid at the rates stated in the Appendices for all hours worked in excess of eight (8) hours on any day, and for day workers, all hours worked on Saturdays, Sundays, and Holidays. The parties acknowledge that the vessel's schedule will be such that it may work day and/or night.

Overtime work shall be in accordance with the requirements for the Vessel as determined by the Master, and there is no guaranteed amount of overtime. Overtime shall be paid in ½ hour increments after the first full hour.

When the Vessel is in port the Company may put Unlicensed Personnel on a watch rotation, such that the watch will be compensated at the normal daily rate and any other hours will be paid at the overtime rate.

##### (e) Employment Status and Discharge

All Unlicensed Personnel shall be considered probationary employees for the first sixty (60) days of their initial employment on Vessel. During this probationary period, employment may be terminated by the Company. If employment is terminated during the probationary period, there shall be no recourse through the grievance procedure. All Unlicensed Personnel shall be subject to corrective action as may be required under the principles of just cause and progressive discipline.

A crewmember who is discharged for cause shall be given, at the time of payoff, a written statement advising of the discharge, and a detailed explanation of the reason for the discharge.

##### (f) Crew Rotation

The parties agree to work together to minimize turnover among the Vessel's Unlicensed Crewmembers. The company and the Union agree to work together to identify and dispatch mariners who are qualified to be assigned to this Vessel, and they shall seek to augment that qualified list as appropriate to ensure timely filling of all positions. The Company shall have the right to stagger the times at which Unlicensed Personnel are relieved, and the Company shall have the right to require that an Unlicensed Crewmember

stay on the Vessel longer than his assignment or depart the Vessel at the end of his assignment to meet continuity goals.

All Unlicensed Personnel shall be permitted to return to work after period of vacation, sick leave, or other authorized leaves, mutually agreed to by the Union and the Company, including time spent in training.

\*Entry rated personnel after having attained enough sea time to upgrade for a rating in their particular department shall not be able to maintain a permanent entry position.

The Company shall have the right to promote qualified personnel aboard ship. Transfer of personnel from one department to another shall only be permitted if agreed to by the crewmember involved, and such transfer is necessary for the efficient operation of the Vessel.

##### (g) Crew Size

The Company anticipates crewing the Vessel with the number and ratings of personnel shown on the attached Appendices. However, the Company shall have the right at any time to modify the Vessel's manning, either to add positions or reduce positions as it deems necessary to meet the requirements of the Vessel's mission efficiently; provided that the manning shall never be reduced below the level required by the Vessel's Certificate of Inspection.

##### (h) Failure to Provide Unlicensed Personnel

If the Union is unable to provide acceptable and qualified Unlicensed Personnel within a reasonable time, or in any event in time to avoid a potential delay in the operation of the Vessel or a penalty to the Company, the Company may obtain the required ratings from whatever source is available, including another union. In that situation, the benefit contribution associated with the work done by such replacement personnel shall be paid to the union that provided the replacement personnel rather than to the union that was unable to supply the required personnel.

##### (i) Shipping Articles

The Parties agree that the provisions of the MOU shall be, and be deemed to be, incorporated in and part of the Shipping Articles covering voyages of the Vessel covered by the MOU when applicable, and further agree that appropriate notation thereof be made on the Shipping Articles. No Shipping Articles shall be for a duration in excess of twelve (12) months without prior written consent of the Union.

#### **Section 3. Exclusions**

Without limiting the provisions of Section 1 of this MOU, the following provisions of the Agreement (however entitled) shall explicitly be deemed waived and have no application to this MOU:

- a) Sales and Transfers
- b) Severance
- c) Delayed Sailings
- d) Restriction to Ship\*
- e) Penalty work

\*Note: If shore leave is permitted by foreign or local governments, or other competent and authorized regulatory agency, any such restrictions after arrival extending beyond a 24-hour period beginning at 0800 and ending at 0759 the following day shall receive four (4) hours of overtime as compensation.

#### **Section 4. Union Membership**

##### (a) Joining the Union

All Unlicensed personnel who are not members of the Union at the commencement of their employment must become and remain a member in good standing or agency fee payer on the thirty-first (31<sup>st</sup>) day of employment as a condition of continued employment, unless the individual has been hired as a result of the Union failing to provide qualified crewmembers and the individual is a member of another union.

All Unlicensed Personnel who are presently or become members of the Union or up to date agency fee payers shall be required to remain members or agency fee payers during the term of this MOU as a condition of continued employment, provided, however, that the company has no obligation to take action under this Section until first notified by the Union that any of its unlicensed crew has lost his membership or is not up to date in payment of the payment of agency fee and that such crewmember has been afforded an opportunity to regain his membership.

Notwithstanding the requirements of this Subsection (a), the Company shall not be required to discharge any employee prior to the completion of the term of his shipboard employment.

If the company at the Union's request terminates or takes action against an unlicensed crewmember as a result of his failure to remain in good standing with the Union or up to date agency fee payer, the Union will hold harmless, defend and indemnify the Company for any losses, expenses, claims, suits, actions and/or legal fees which the company may incur in connection with terminating and/or taking such other action against the employee.

##### (b) Dues Deduction

The Company will deduct basic dues or applicable agency or service fees from the employees' paycheck, but will not deduct initiation fees, special assessments, fines, or any other Union deductions, except for dues or applicable agency or service fees as aforementioned. The Union will defend and hold the company harmless against any claims made and against any suit instituted against the Company on account of payroll deductions of Union dues or applicable service fees. Union members or agency fee payers shall pay their dues or applicable service fees through a payroll deduction or directly to the Union. Union Members shall fill out the proper authorization card stating their preference. If applicable, tender of the Union's periodic dues and initiation fees or applicable service fee uniformly required as a condition of acquiring or retaining such membership shall, for the purpose of the MOU, be considered membership in the Union.

##### (c) Passes for Union Representatives

The company agrees to issue passes to Union representatives for the purpose of contacting its members aboard the Vessel and shall arrange, if possible, for clearance at all military installations where the Vessel may be located. Union representatives agree to timely provide the company with personal data required for obtaining Government issued badges at Government facilities.

Representatives of the Union shall be allowed on board at any time during normal working hours when the Vessel is in port. Representatives shall not interfere with crewmembers at work unless said crewmembers are properly relieved. (Such relief shall receive no extra compensation.)



Continued from page 5

### **Section 5. Compensation**

#### **(a) Monetary Matters**

There shall be an agreed upon Total Labor Cost (herein "TLC") increase as specified in Appendix 1, 2 and 3. TLC is defined to include all rates of pay, base wages, overtime, and all other forms of compensation paid and all benefit contributions. TLC excludes feeding, transportation, overlap costs and taxes.

Additional manning, compensation and work rules shall be as specified in Appendix 1 (applicable to the SUP only), Appendix 2 (applicable to the MFOW only), and Appendix 3 (applicable to the SIU-AGLIW only). The Company shall have no obligation to pay any wages, fringe benefits contributions, benefit plan contributions or other compensation that are not expressly stated in this MOU or on Appendices 1, 2, or 3.

Wages and benefits shall commence on the day the Unlicensed Personnel actually "turns to" aboard the Vessel; provided, however, that Unlicensed Personnel, when traveling from one Company ship directly to another Company ship, shall be paid the daily base wage and full benefit plan contributions.

Unlicensed personnel shall be entitled to War Risk Second Seaman's coverage and any bonuses provide to MSC civilian mariners.

#### **(b) Money Draws and Allotments**

Monies tendered for draws in foreign ports shall be made in United States currency, failing which traveler's checks shall be issued at the Company's expense, except where currency laws established in foreign countries prohibit such issuance.

When United States currency is aboard, advances shall be put out the day before arrival in port.

Procedures shall be established on the Vessel on foreign or intercoastal articles whereby allotments or remittance may be made at the behest of the crewmember, not less than once every thirty (30) days if so requested by the crewmember.

#### **(c) Holidays**

The contracted holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Recognized holidays shall be observed on the day proclaimed by the Federal Government, otherwise on the day that they occur or on the subsequent Monday if occurrence is on a Saturday or Sunday.

### **Section 6. Physical Condition**

The Union shall supply medically fit personnel in accordance Coast Guard regulation.

Unlicensed Personnel joining the Vessel shall comply with all medical requirements of the Agreement and the Union's Shipping Rules and must present or show evidence of the following prior to travel or boarding the Vessel (or, if traveling overseas, the aircraft):

- Documentation of current physical examination with a statement certifying fitness for duty in accordance with requirements of Coast Guard regulation.
- Immunization record (if required);
- Sufficient prescribed medications for the duration of the crewmember's assignment to the vessel and prescription glasses; and
- The medical history form provided by the Company.

Personnel not in possession of the above items will not be permitted to travel to or board the Vessel or aircraft. The company and the Union shall assist Unlicensed Personnel in the acquisition, reproduction, and maintenance of these records.

Maintenance and cure shall be paid at the rate of \$ \$16 per day.

### **Section 7. Training, Drills & Exercises**

Unlicensed Personnel shall at their expense obtain and maintain all STCW training and other training required by federal or state regulations. Unlicensed Personnel shall become familiar with and participate in the company Quality Management Programs (ISO/ISM/SQMS). Unlicensed Personnel shall participate in all drills required, and in all training reasonably necessary for the effective implementation and maintenance of the Company's safety and quality management systems and for security of the Vessel.

### **Section 8. Crew Requirements and Duties**

#### **(a) Duties**

Members of all departments shall perform the necessary duties for the continuance of the operations of the Vessel, to ensure continuity of maintenance and repair and that the equipment is well preserved and in a high state of readiness at all times. Work schedules for each Unlicensed Personnel shall be consistent with the Vessel's service and the terms and condition of the MOU. Duties aboard the Vessel may differ significantly from standard mariner operations.

Members of the Deck department may be assigned to do any maintenance work outside of the engine room space if qualified to perform the specific work assigned to them.

When it is necessary to shift a man to fill a vacancy, the man so shifted shall perform the duties of the rating which he is assigned.

Nothing contained in the MOU is intended to limit the authority of the Master and/or ship's officers to ensure the obedience of the Unlicensed Personnel to any lawful order.

#### **(b) Uniforms and Appearance**

The appearance, dress and behavior of the crew shall be a credit to the Company. If Unlicensed Personnel are required to wear uniforms, the cost shall be for the Company's account.

#### **(c) Personal Emergencies**

Personal emergencies arising while the Vessel is operationally employed will not be considered justification for aborting the mission or otherwise calling on any port solely to accommodate the emergency. The appropriate course of action for handling medical emergencies at sea will be decided on a case-by case basis by the Master in consultation with the Owner and medical services ashore.

#### **(d) Prohibited Substances**

The Company will maintain a drug/alcohol free environment aboard the Vessel. The introduction, possession or use of alcoholic beverages by any person onboard these ships is prohibited. Similarly, the introduction, possession or use of narcotics, controlled substances, marijuana, or substances containing narcotics, or paraphernalia which are used to administer, dispense or carry narcotics, except for authorized medical purposes, is prohibited onboard these ships. Each crewmember shall comply with all Government regulations as well as Company policy and rules relating to alcohol or substance abuse.

#### **(d) Smoking Policy**

There shall be no smoking in or on the Vessel except in areas specifically designated as smoking areas by the Master.

#### **(e) Riding Crews**

The company shall have the option of employing Unlicensed personnel as members of a "riding crew" consisting of such ratings as it deems necessary to conduct a viable maintenance and repair program aboard the Vessel.

#### **(f) Weapons**

Unlicensed Personnel are not allowed to bring firearms on board the Vessel, and knives with blades over six inches in length are not allowed.

#### **(g) Ship Smartness**

All living spaces, staterooms, passageways, and stairwells shall be maintained in a clean and sanitary condition.

### **Section 9. Travel**

All air travel shall be economy class. There will be no reimbursement of any expenses without proper and complete receipts.

Return transportation, when payable, shall be to the location from which the crewmember received transportation to join the vessel unless the crewmember requests and the Company approves an alternate location. The Company shall not be required to pay the travel expenses of a crewmember who departs the Vessel without a discharge or fails to join the Vessel.

When sent from one vessel to another or from one port to another in the course of employment, the crewmember shall be paid regular wages and provided transportation and lodging, if required. Except for the forgoing, there shall be no payment of wages or benefits for travel days.

### **Section 10. Launch Service and Shore Leave**

Launch service will be provided as required and only when safe conditions warrant.

While the Vessel is in port, selected Unlicensed Deck Personnel may be required to serve as a 'gangway watch'. While serving as gangway watchmen unlicensed personnel shall receive the same compensation as if performing any customary watchstanding duty.

### **Section 11. Benefits Plans**

It is agreed that the Company will remain a party to the benefit plans of the Union.

There shall not be any duplication of contributions for days when there is an overlap between an Unlicensed Personnel relieving another Unlicensed Personnel.

### **Section 12. No Work Stoppages or Lockouts**

The Union agrees that there shall be no work stoppage of any type including but not limited to: strikes, sympathy strikes, boycotts, slowdowns, sickouts, picketing, protests against unfair labor practices or contact violations, social or political protests or any other protest even though the underlying dispute does not concern the parties herein, or any other interruption or interference with work aboard the Vessel for any cause or reason whatsoever even though not expressly include herein, the company agrees that there shall be no lockouts due to any dispute with Union.

The company will notify the Union, and the Union shall notify the company of any such occurrence mentioned above by any form of communication whatsoever.

Upon notification of an attempt to induce a violation or of an actual violation of the provisions of this Section by any one or more of the Unlicensed personnel, the Union shall publicly disavow such action and instruct the unlicensed Personnel engaged in such activity to forthwith end such attempt of actual violation and return to work immediately, failing which the Company shall discharge forthwith the Unlicensed Personnel engaged in inducing or participating in any such violation and replacing same. Any member of the Unlicensed personnel so discharged shall have no recourse against the Company.

Whenever it is claimed that the Company or the Union has violated this section, either party may notify an impartial arbitrator in writing, by mail or by hand-delivery. A copy of such notice shall be sent or delivered simultaneously to the party who is alleged to have violated this section. This claim shall be submitted to arbitration no later than twenty-four (24) hours after receipt by the impartial arbitrator, and his award shall be issued no later than twelve (12) hours after conclusion of the hearing. If the impartial arbitrator cannot, for any reason conduct the hearing within the aforementioned twenty-four (24) hour period, the parties shall designate another person to act as arbitrator.

### **Section 13. Grievance Committee**

The Union and the Company shall endeavor to resolve any disputes relating to the interpretation or performance of the MOU without resort to arbitration.

Any labor dispute that cannot be resolved through the normal grievance procedure shall be subject to final and binding arbitration.

For the adjustment of any grievances arising in connection with performance of this MOU which cannot be satisfactorily resolved onboard the Vessel there shall be established a Grievance Committee, which shall meet at a mutually agreed location. The Grievance Committee shall meet within five (5) days of being notified of an unresolved grievance, Saturdays, Sundays and holidays excluded. In the event the Grievance Committee cannot agree, the dispute shall be submitted to final and binding arbitration before an arbitrator mutually selected by the Union and the Company.

In the event the Union and the Company cannot agree on the selection of an Impartial Arbitrator, then the Parties will select an Arbitrator pursuant to the procedures for the American Arbitration Association.

Expenses of an arbitrator shall be split. Each party shall pay its own attorney's fees.

All shipboard grievances must be filed by the unlicensed crewmember or his designated representative at the time of pay-off, or if incapacitated, within fifteen (15) days of pay-off (Saturdays, Sundays and Holidays excluded).

### **Section 14. No Discrimination**

The company agrees not to discriminate against any member of the Union for legitimate union activities, and such Company further agrees that no person shall be discriminated against because of race, creed color, sex, age national or geographic origin, or status as a Vietnam veteran, when the same is required by Federal regulation. The company agrees that it shall not unlawfully discriminate against employees on the basis of a physical or mental disability. The Union agrees that employees dispatched from the hiring halls will be qualified to perform shipboard duties in accordance with the MOU.

### **Section 15. Separability**

The provisions hereof are subject to Federal and State law and if any part hereof is in conflict therewith, such part shall be deemed inapplicable and to the extent thereof, shall be deemed severed from this MOU the remainder of which shall remain in full

Continued on page 7

Continued from page 6  
force and effect.

**Section 16. Duration**

The parties agree that, to the maximum extent permitted by law, no obligations on the part of the Company created by this MOU shall carry forward or in any way extend beyond the termination of this MOU, with the sole exception of benefits earned prior to the termination of this MOU.

Except as specially provided for herein, the work rules and employment conditions shall conform with the customary and traditional jurisdiction working environment.

Date: October 1, 2021

- /s/ Boriana Farrar, Haina Patriot, LLC
- /s/ Dave Connolly, Sailors' Union of the Pacific
- /s/ Anthony Poplawski, Marine Firemen's Union
- /s/ Nick Marrone, SIU-AGLIW

**APPENDIX 2**

to the

**HAINA PATRIOT LLC – SIU PACIFIC DISTRICT**

**Memorandum of Understanding on the  
Operation and Maintenance of the Commercial Tanker *Haina Patriot*  
(Applicable to the Marine Firemen's Union)**

**1. MANNING**

- a. Unlicensed engine department manning shall be determined by the vessel Certificate of Inspection and operational needs.
- b. The following unlicensed engine department ratings may be dispatched to the vessel:
  1. QMED – Electrician/Oiler
  2. QMED – Pumpman/Oiler
  3. QMED – Oiler/Utility

**2. WAGES AND BENEFITS – FULL OPERATING STATUS (FOS)**

- a. FOS wage and wage-related items (effective start of contract, 2021):

Rating	Base Wage Monthly	Base Wage Daily	Suppl. Wage Monthly	Suppl. Wage Daily	Overtime Rate Hourly
QMED – Electrician/Oiler	\$5,568.39	\$185.61	\$2,598.58	\$86.62	\$27.08
QMED – Pumpman/Oiler	\$5,078.04	\$169.27	\$2,369.75	\$78.99	\$24.90
QMED – Oiler/Utility	\$4,651.67	\$155.06	\$2,170.78	\$72.36	\$22.84

- b. All ratings shall receive fourteen (14) days of supplemental benefit wages for each thirty (30) days worked, or pro rata.
- c. Overtime shall be paid for all hours worked in excess of eight (8) hours on any day, and for all hours worked on Saturdays, Sundays, and Holidays.
- d. The FOS SIU-PD manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension Plan Daily	SIU-PD Suppl. Wage Admin Daily	SIU-PD Medical Center Daily
QMED – Electrician/Oiler	\$20.00	\$2.12	\$3.00
QMED – Pumpman/Oiler	\$20.00	\$2.12	\$3.00
QMED – Oiler/Utility	\$20.00	\$2.12	\$3.00

- e. The FOS MFOW manday contributions for each rating shall be as follows:

Rating	Welfare Fund Daily	Money Purchase Daily	Suppl. Pension Daily	Training Plan Daily	JEC Daily
QMED – Electrician/Oiler	\$70.57	\$30.00	\$4.50	\$1.21	\$5.00
QMED – Pumpman/Oiler	\$70.57	\$30.00	\$4.50	\$8.34	\$5.00
QMED – Oiler/Utility	\$70.57	\$30.00	\$4.50	\$14.56	\$5.00

**3. WAGES AND BENEFITS – REDUCED OPERATING STATUS (ROS)**

- a. ROS wage and wage-related items (effective start of contract, 2021):

Rating	Base Wage Weekly	Base Wage Daily	Overtime Rate Hourly
QMED – Electrician/Oiler	\$1,714.15	\$244.88	\$27.08
QMED – Pumpman/Oiler	\$1,575.50	\$225.07	\$24.90
QMED – Oiler/Utility	\$1,443.21	\$206.17	\$22.84

- b. All ratings shall receive one and one-half (1.5) days of supplemental wages for each thirty (30) days employed in ROS, or pro rata, and shall be paid directly by the Company.
- c. Overtime shall be paid for all hours worked in excess of eight (8) hours on any day, and for all hours worked on Saturdays, Sundays, and Holidays.
- d. The ROS SIU-PD manday contributions for each rating shall be as follows:

Rating	SIU-PD Pension Plan Daily	SIU-PD Suppl. Wage Admin Daily	SIU-PD Medical Center Daily
QMED – Electrician/Oiler	\$20.00	0.00	\$3.00
QMED – Pumpman/Oiler	\$20.00	0.00	\$3.00
QMED – Oiler/Utility	\$20.00	0.00	\$3.00

- e. The ROS MFOW manday contributions for each rating shall be as follows:

Rating	Welfare Fund Daily	Money Purchase Daily	Suppl. Pension Daily	Training Plan Daily	JEC Daily
QMED – Electrician/Oiler	\$66.07	\$30.00	\$4.50	\$1.02	\$5.00
QMED – Pumpman/Oiler	\$66.07	\$30.00	\$4.50	\$9.25	\$5.00
QMED – Oiler/Utility	\$66.07	\$30.00	\$4.50	\$15.53	\$5.00

**4. WAGE INCREASES**

The following increases shall apply to the *Haina Patriot*:

- a. There shall be a one percent (1%) increase in Total Labor Cost on the first anniversary date of the agreement.
- b. There shall be a two percent (2%) increase in Total Labor Cost on the second anniversary date of the agreement.
- c. There shall be a three percent (3%) increase in Total Labor Cost on the third anniversary date of the agreement.
- d. There shall be a three percent (3%) increase in Total Labor Cost on the fourth anniversary date of the agreement.

**5. RIGHT TO REALLOCATE**

- a. The Union shall reserve the right to reallocate the above Total Labor Cost increases to wage and wage-related items and/or fringe benefit plans.

**6. WORK RULES FOR THE QMED – ELECTRICIAN/OILER**

- a. The QMED – Electrician/Oiler is responsible for maintaining and repairing the ship's electrical system, machinery and equipment. This includes but is not limited to the ship's service generators, emergency generators, main and auxiliary switchboards, emergency switchboards, lighting and power distribution panels, power and control transformers, motor controllers, dial telephone and sound powered phone systems, IMC and associated loudspeaker and hailing systems, internal and external lighting circuits, general alarm systems and batteries, ground detection systems, metering and monitoring circuits and the various electric motors found onboard.

- b. The QMED - Electrician/Oiler shall not be assigned general cleaning, polishing and painting duties (Wiper's work) without the payment of overtime.

**7. WORK RULES FOR THE QMED – PUMPMAN/OILER**

- a. The QMED – Pumpman/Oiler shall perform all work necessary for the safe and proper operation of the liquid cargo transfer system. This includes but is not limited to liquid cargo transfer pumps, liquid cargo stripping pumps, liquid cargo coalescers and separators, strainers, filters, associated piping, valves, fittings and deck machinery directly related to the transfer of liquid cargo. He shall be responsible for performing routine required maintenance and repairs, such as correcting leaks, packing valves, greasing fittings, glands, bearings and reach rods.

- b. The QMED - Pumpman/Oiler shall not be assigned general cleaning, polishing and painting duties (Wiper's work) without the payment of overtime.

**8. WORK RULES FOR THE QMED – OILER/UTILITY**

- a. The QMED – Oiler/Utility shall assist in the operation, maintenance and repair of all engine room machinery. He shall perform repairs and maintenance on the potable water, and sanitary and drainage systems throughout the ship.

- b. The QMED – Oiler/Utility shall conduct general housekeeping (cleaning, polishing and painting) throughout the engineering spaces.

- c. The QMED – Oiler/Utility shall be assigned the regular sanitary duties to clean unlicensed engine room quarters as part of his station.

**9. MANNED ENGINE ROOM**

- a. When required to stand watches (manned engine room) the watch rotation shall meet the standard of four hours on and eight hours off.

- b. Watchstanders shall make rounds on engines and auxiliaries, and monitor temperatures, pressures and other parameters to ensure machinery is operated within safe, standard industry practice.

- c. Watchstanders shall not be assigned cleaning, station work or other duties while on watch. However, they shall be required to perform the work necessary to leave safe working conditions for their relief.

**10. DECK DUTIES**

- a. All unlicensed engine department ratings shall possess the U.S. Coast Guard national rating endorsement of Ordinary Seaman.

- b. If required, any of the unlicensed engine department ratings may be turned-to on deck to assist with vessel mooring and unmooring operations (tie-up and let-go only). They shall not be assigned port preparation duties, rigging or stowing of pilot ladder, or gangway operations.

Like us on  
facebook

[https://www.facebook.com/  
Marine-Firemens-Union-121622254577986/](https://www.facebook.com/Marine-Firemens-Union-121622254577986/)



## MORE PRESIDENT'S REPORT

Continued from page 4

- Even if the ship makes it to a port quickly, there is no guarantee that the ship would be granted entry or that an infected employee would be allowed to leave the ship for treatment.

Maritime employers have incurred substantial costs to safeguard mariners and create healthy citadels on board vessels. Some of the costs include mariner salaries and accommodations to quarantine mariners before they arrive on board, PCR COVID tests, personal protective gear and vessel decontamination costs. There is also the loss of revenue when a ship is idle due to quarantine.

The bottom line is that ship managers will not ship unvaccinated mariners to billets and there is no likelihood of accommodations being granted.

### MTD

On October 13, along with Vice President Deyne Umphress, I attended the San Francisco Bay Area and Vicinity Maritime Trades Port Council luncheon aboard the *SS Jeremiah O'Brien* at Pier 45 in San Francisco. Vaccinations and masks were required to remain in compliance with the San Francisco Public Health Department rules. This was the first San Francisco Maritime Port Council meeting in 20 months.

### FOREIGN TRAVEL

On October 25, I participated in a labor-management-government meeting sponsored by MARAD. MARAD reported that the Biden Administration is rolling out a new travel system that will open borders up for millions of vaccinated international visitors. The November 8 system launch will end the U.S. travel ban that has been in place for dozens of countries since the start of the pandemic. But it will also make re-entry more challenging for unvaccinated U.S. citizens and permanent residents and establish stringent testing requirements for the rare unvaccinated foreign nationals allowed entry.

Fully vaccinated Americans, including mariners repatriating via air travel, will still have a three-day window for COVID-19 testing with negative results (PCR or antigen test), but if they are not able to show proof of vaccination, they, too, will be subject to the one-day testing requirement (PCR or antigen test). Airlines will collect personal information from all U.S.-bound travelers for contact tracing. Airlines are required to keep the information on hand for 30 days so health officials can follow up with travelers who may have been exposed to COVID-19.

Masking will be required, but there will be no quarantine mandate. After arrival in the U.S., another COVID-19 test will be required within three to five days.

PCS is seeking clarification as to whether the rules apply for travel from Saipan and Guam, but will proceed as though it does until notified otherwise.

### EAP

As previously reported, in September the trustees of the MFOW Welfare Fund discussed replacement possibilities for the Employee Assistance Program (EAP) as the current provider of this service is going out of business. The trustees sent a request-for-proposal to four companies to take over EAP duties for the fund.

Two of the companies reported that they did not have a network and/or the ability

to manage the substance abuse rehabilitation benefit. A third company did not have an EAP program and could only administer the rehabilitation program with their established network in California only.

The fourth company — Uprise Health — provided a proposal that was reviewed by legal counsel. On October 26, the plan trustees agreed to accept the proposal with EAP services beginning on December 1, 2021, and substance abuse services beginning on January 1, 2022.

### SAFE WORKPLACES

In early October, I participated in a teleconference hosted by MARAD on the matter of sexual assault/sexual harassment (SASH) aboard U.S.-flag vessels. The meeting was prompted by an anonymous blog post by a U.S. Merchant Marine Academy cadet alleging a sexual assault during a previous training cruise.

On October 26, seven maritime unions, including the MFOW, issued a joint statement condemning harassment and assault and reinforcing the necessity for safe and respectful workplaces. The ARA, AMO, MEBA, MFOW, MM&P, SIU and SUP, AMO, MM&P said that harassment, bullying or discriminatory behavior cannot be tolerated in the workplace and must be stopped. The Unions stated, "Mariners must not be compelled to endure an unsafe workplace for the sake of their paychecks, careers, or reputations...turning a blind eye is not acceptable. All seafarers must be committed to active opposition to any type of harassment, bullying or discriminatory behavior. It is our collective duty to protect and respect our shipmates. As maritime professionals and decent human beings, we must look out for one another."

### HQ PROPERTY

On October 26, the Union was issued a Notice to Repair Sidewalk from the City and County of San Francisco. Under the San Francisco Public Works Code, it is the responsibility of property owners to maintain the sidewalk fronting their property, even though the sidewalk is actually owned by the city. I have sent out bids to contractors to get this work completed in the proper time frame in order to avoid fines and/or liens against the property.

### PENSION PLANS

**SIU-PD Pension Plan** — On October 27, the Union was informed that the plan actuary of the SIU-PD Pension Plan sent the plan annual certification to the Internal Revenue Service. The plan is in neither endangered nor critical status (it is in the green zone) for the 2021-2022 plan year.

**MFOW Supplementary Pension Plan** — On October 29, the Union was informed that the plan actuary of the MFOW Supplementary Pension Plan sent the annual certification to the Internal Revenue Service. The plan is in endangered status (the yellow zone) for the 2021-2022 plan year.

However, as previously reported, the plan trustees have implemented a funding improvement program. The plan does not have a seven-year projected funding deficiency and is therefore not in seriously endangered status (the red zone).

### APL SAIPAN

On October 21, the Union was notified by APLMS labor relations that the *MV APL Saipan* was taken out of the Maritime Security Program (MSP) and would be reflagged and replaced by another MSP vessel. On November 3, the *Saipan* was taken out of U.S. registry at Busan, South Korea. The crew departed the vessel awaiting COVID-19 protocols for travel back to the United States. The status and timing of the replacement vessel is unknown.

## Standing Orders: Keep a Sharp lookout for Sexual Assault

# SEXUAL ASSAULT ON A VESSEL IS A FEDERAL CRIME

The TEXT, WEB & TIP Line is an ANONYMOUS option to report a crime!

See something **WRONG?**  
Do something **RIGHT!**



**CGIS**  
TIPS



The Coast Guard Investigative Service cares about you and your crew. Protect your crew and yourself! Contact CGIS if a crime occurs on your ship.



## VICE PRESIDENT'S REPORT

It's been a fairly slow month here at HQ with the pace picking up towards the end. Currently crewing the *Admiral Callaghan* for a short breakout and trying to get the open jobs wiped off the board.

I accept full responsibility for jinxing us and bragging about our job board being clean. I'm sure we were all very proud of the accomplishment given the operating parameters, but we can't rest on our laurels, ladies and gents. The work must continue to be done, and there's plenty of work to be had. Even if PCS rejects you, we'll figure something else out, so come on down!

The next time you read the HQ monthly reports, we'll be a week away from the vaccination deadline. I can't advise anyone one way or the other, but I do encourage all members to consider getting a vaccination for the sake of financial security and preserving (or improving) their quality of life. The exemption requests haven't gone anywhere so far, and I don't foresee that changing due to the nature of our industry. Being a mariner doesn't allow for alternative work accommodations as other lines of work might. It's a little late to start a double dose vaccination series to meet the December 8th deadline, but late is better than never.

As stated in the President's report, I finally made it to one of the Maritime Trades Department Port Council luncheons aboard the *Jeremiah O'Brien*.

Tony had the honor of introducing me as the new MFOV VP that took over a few days after the last in-person meeting over a year and a half ago. That might have been a shock to those who were wondering whose kid I was. The food looked great but elected for some coffee in lieu. It was nice to finally see what this is about and to meet our fellow labor union leadership.

I feel like a shout-out is mandatory to those serving on the *Haina*. From the stories I've heard and the pictures I've seen, it seems like the crew is having a rough time. I won't go into details, but I'm hoping the situation turns for better soon. If not, it will be the membership rejecting PCS instead of the other way around in the near future. That aside, I'm hoping this venture pays dividends and becomes a lucrative endeavor for PCS.

That's all I've got or at least all I can think of for now. If the PCS mentions strike a nerve when read, good. Having our qualified mariners rejected on arbitrary grounds is a sore spot for myself and the membership as well. Truth hurts, sorry not sorry.

Thanksgiving is around the corner; and I hope you all get to enjoy that in some capacity, free from political debate. Stay safe, work safe, and stop picking at that; you'll only make it worse.

Fraternally,  
**Deyne Umphress**

## BUSINESS AGENT'S REPORT

Here is the vessel rundown for October 2021:

### MATSON NAVIGATION COMPANY

On the Pacific Northwest triangle run: *MV R.J. Pfeiffer* — delegate REJ David Ebanks, #3824, no beefs. *MV Manoa* — delegate ERJ Moses Bell, #3771, no beefs.

On the Pacific Southwest triangle run: *MV Matsonia* — delegate ERJ Randy Flores, #3962, no beefs. *MV Lurline* — delegate REJ Otto Garcia, #3784, no beefs. *MV Mokihana* — delegate REJ Edward Tokarz, #3770, no beefs. The ship was in Oakland for a week to take care of maintenance and repairs. *MV Mahimahi* — delegate REJ Baldev Singh, #3782, no beefs.

*MV Kamokuiki* shipped an Oiler for time up; the ship is still on a Far East shuttle run. Shoreside Mechanic En-

rique Maiden, #3808, no beefs.

### APL MARINE SERVICES

On the EX1 run: *MV President Kennedy* — delegate REJ Bozhidar Krastev, #3936, no beefs; shipped an REJ for time up. *MV President Wilson* — delegate DJU Fredrick Cagler, #3906, no beefs. *MV President Eisenhower* — delegate ERJ Matthew Powell, #3948; the ship is back in service after main engine and electrical repairs. *MV President Cleveland* — delegate REJ Edgardo Guzman, #3905, no beefs.

On the GSX run: *CMA CGM Herodote* shipped an ERJ and one Wiper for time up.

### PATRIOT CONTRACT SERVICES

*USNS Watkins* one Electrician awaiting flyout. *USNS Charlton* one Oiler awaiting flyout. *Cape Orlando* shipped a one-year Electrician.

Fraternally, **Bobby Baca**



October 26, 2021

### Union Sisters & Brothers:

As you know, our industry recently made unwanted headlines due to allegations of sexual assault and alcohol consumption aboard an American-flag vessel. We take the incident with utmost seriousness, but, regardless of how that particular case plays out, the undersigned unions — who represent the majority of deep-sea U.S. mariners — are taking this opportunity to reinforce our collective commitment to helping ensure that all seafarers have a safe workplace free of fear, harassment, bullying and any kind of assault. We are in the process of thoroughly but quickly re-examining and, where warranted, updating policies and practices that will facilitate education, protection and mutual respect within the ranks of our memberships and throughout the industry.

Turning a blind eye is not acceptable. All seafarers must be committed to active opposition to any type of harassment, bullying or discriminatory behavior. It is our collective duty to protect and respect our shipmates. As maritime professionals and decent human beings, we must look out for one another.

When a mariner experiences or observes harassment, bullying or discriminatory behavior, the alarm must go off. Such conduct must immediately be stopped and/or reported. The hierarchy aboard ship, the power relationship inherent in that structure and the closed shipboard environment can become coercive. Mariners must not be compelled to endure an unsafe workplace for the sake of their paychecks, careers, or reputations.

Each of our organizations is committed to ensuring the safety and fair treatment of every member. Realizing we are dealing with a social problem that can be magnified aboard ship, every member must share the commitment to speak out and act when they observe shipboard bullying, harassment, discrimination, or assault.

We know that our members are professionals, and that the overwhelming majority of U.S. Merchant Mariners are decent folks who work hard to make a living in a unique industry. We are often in leadership positions aboard ship. Our personal example and insistence on the safety and respectful treatment of our shipmates is the essence of leadership. Whatever the rating, experience, or qualifications, a good shipmate protects their co-workers and does not tolerate any forms of abuse.

Sincerely,

*Kelly B. Anderson*  
Kelly Anderson  
President, ARA  
Email: [Anderson@araunion.org](mailto:Anderson@araunion.org)

*Dave Connolly*  
Dave Connolly  
President, SUP  
Email: [dave@sailors.org](mailto:dave@sailors.org)

*Paul Doell*  
Paul Doell  
President, AMO  
Email: [pdoell@amo-union.org](mailto:pdoell@amo-union.org)  
Email: [christian.spain@gmail.com](mailto:christian.spain@gmail.com)

*Don Marcus*  
Don Marcus  
President, MM&P  
Email: [dmarcus@bridgedeck.org](mailto:dmarcus@bridgedeck.org)

*Anthony Poplawski*  
Anthony Poplawski  
President, MFOV  
Email: [mfov\\_president@yahoo.com](mailto:mfov_president@yahoo.com)

*Mike Sacco*  
Mike Sacco  
President, SIU  
Email: [bpotter@seafarers.org](mailto:bpotter@seafarers.org)  
Email: [atellez@seafarers.org](mailto:atellez@seafarers.org)

*Adam Vokac*  
Adam Vokac  
President, MEBA  
Email: [avokac@mebaunion.org](mailto:avokac@mebaunion.org)



## Magazines for the Maritime World

Maritime Publishing is offering **FREE** digital-only subscriptions to *Professional Mariner* magazine. Access quality content and industry news articles anywhere on the go.

*Professional Mariner*: Journal of the Maritime Industry—Examples of features include vessel and marine technology developments, maritime accidents, and waterways and trade information.



To sign up, scan the QR code or visit [www.simplecirc.com/subscribe/professional-mariner](http://www.simplecirc.com/subscribe/professional-mariner) and enter the promo code: **PMMFOW**



3980 Sherman Street, Suite 100, San Diego CA 92110  
(619) 313-4321 • [www.maritimepublishing.com](http://www.maritimepublishing.com)  
[hello@maritimepublishing.com](mailto:hello@maritimepublishing.com)



## Active MFOV members

Retain your Welfare Fund eligibility.  
**MAIL or TURN IN** all your Unfit for Duty slips to:  
**MFOV Welfare Fund**  
240 Second Street, San Francisco, CA 94105



## MARINE FIREMEN'S UNION TRAINING PROGRAM — 2021-2022

Interested members who meet the Training Program eligibility requirements and prerequisites outlined for each course may obtain an application online at [mfoww.org](http://mfoww.org) or at Headquarters and branch offices. All applications must be accompanied by a copy of the member's Merchant Mariner Credential, including current endorsements and RFPEW certification.

(a) Eligible participants are MFOW members who:

- (1) Have maintained A, B or C seniority classification.
- (2) Are current with their dues.
- (3) Are eligible for medical coverage through covered employment.
- (4) Have a current Q-card (annual physical) issued by the Seafarers' Medical Center and are fit for duty.

(b) Non-seniority applicants:

(1) Non-seniority applicants may be selected for required government vessels training as required to fulfill manning obligations under the various MFOW government vessel contracts.

(2) Selectees under this provision must meet all other requirements for seagoing employment and shall have demonstrated satisfactory work habits through casual employment.

### Training Resources Ltd. Maritime Institute (TRLMI)

Courses are conducted at Training Resources Maritime Institute in San Diego, California, contingent on enrollment levels. Tuition, lodging and transportation are pre-arranged by the MFU Training Plan.

#### Military Sealift Command (MSC) Government Vessels Course

This five-day course is required for employment aboard various MSC contract-operated ships and includes the following segments: Shipboard Damage Control; Environmental Protection; Chemical, Biological and Radiological Defense; Helo Firefighting; Anti-Terrorism (one-year validation); Survival, Evasion, Resistance and Escape (three-year periodicity).

December 13-17 January 17-21, 2022 February 21-25, 2022

#### Military Sealift Command (MSC) Readiness Refresher

This two-day course renews the following government vessel segments: Helo Firefighting; Environmental Protection; Damage Control; and Chemical, Biological and Radiological Defense. The full versions of these segments must have been completed within 5 years of taking the Readiness Refresher course.

January 6-7, 2022

February 10-11, 2022

#### High Voltage Safety

This five-day course is open to members who have electrical equipment background and training. Each student should:

- Have the requisite skills (knowledge and techniques) to distinguish exposed energized electrical conductors and circuit parts from other parts of electrical equipment, capability to determine nominal system voltages;
- Have the ability and be capable of providing first aid, including resuscitation, CPR and AED (where provided);
- Be capable of determining the proper use of personnel protective equipment to protect against shock and arc flash.

**Prerequisites:** Electrician-Refrigerating Engineer/Junior Engineer/RFPEW and Able Seafarer-Engine endorsements.

January 10-14, 2022

February 21-25, 2022

#### Endorsement Upgrading Courses

##### QMED Fireman/Watertender and Oiler

A member who successfully completes the 160-hour Qualified Member of the Engine Department (QMED) Fireman/Watertender/Oiler course will satisfy the requirements needed for the national endorsements as QMED Fireman/Watertender and QMED Oiler, provided all other requirements, including sea service, are also met. **Prerequisites:** 180 days or more of MFOW-contracted sea time as Wiper; PLUS Coast Guard approval letter for endorsement upgrading, which certifies minimum of 180 days' sea time as Wiper.

January 10-February 4, 2022

February 28-March 25, 2022

##### STCW Rating Forming Part of an Engineering Watch

A member who successfully completes the 40-hour Rating Forming Part of an Engineering Watch (RFPEW) course will satisfy the requirements needed for the STCW endorsement as RFPEW. **Prerequisites:** See QMED Fireman/Oiler/Watertender course. It is recommended that eligible candidates schedule the QMED Fireman/Oiler/Watertender and RFPEW courses back-to-back for a five-week combined training session.

February 7-11, 2022

March 28-April 1, 2022

##### QMED Electrician/Refrigerating Engineer

A member who successfully completes the 240-hour QMED Electrician/Refrigerating Engineer course will satisfy the requirements needed for the national endorsement as QMED Electrician/Refrigerating Engineer, provided all other requirements, including sea service, are also met. **Prerequisites:** Endorsements as QMED Fireman/Watertender, QMED Oiler, and RFPEW; PLUS 180 days' of MFOW-contracted sea time while qualified as RFPEW.

January 3-February 11, 2022

February 28-April 8, 2022

##### STCW Able Seafarer-Engine

A member who successfully completes the 40-hour Able Seafarer-Engine (AS-E) course will satisfy the requirements needed for the STCW endorsement as AS-E. **Prerequisites:** Endorsements as QMED Electrician/Refrigerating Engineer, QMED Fireman/Watertender, QMED Oiler and RFPEW; PLUS 180 days' or more of MFOW-contracted sea time while qualified as RFPEW.

February 14-18, 2022

April 11-15, 2022

##### QMED Junior Engineer

The MFOW Training Plan does not sponsor the QMED Junior Engineer course. A member who has successfully completed the modules for QMED Electrician/Refrigerating Engineer, QMED Fireman/Watertender, and QMED Oiler can be issued the national endorsement as QMED Junior Engineer without testing provided he or she has met all other sea service and training requirements.

##### QMED Pumpman/Machinist

A member who successfully completes the 240-hour QMED Pumpman/Machinist course will satisfy the requirements needed for the national endorsement as QMED Pumpman/Machinist. **Prerequisites:** 360 days or more of MFOW-contracted sea time while holding the endorsements as QMED Electrician/Refrigerating Engineer, QMED Junior Engineer, QMED Fireman-Watertender, QMED Oiler, RFPEW and AS-E.

February 7-March 18, 2022

March 21-April 29, 2022

#### STCW BASIC TRAINING\*

**\*NOTE: ALL BASIC TRAINING CERTIFICATES HOLD A ONE-YEAR VALIDATION WHEN USED FOR MARINER DOCUMENT (MMD) RENEWAL.**

##### Basic Training Revalidation (two days)

The BT Revalidation course is designed for personnel who have previously completed a 40-hour Basic Training course and have at least one year of approved Sea Service within the last five years.

TRLMI, San Diego, CA (one day): December 3; December 17; 2022: January 14, January 21, January 28

Cal Maritime Academy, Vallejo, CA: pending

Compass Courses, Edmonds, WA: December 14-15; 2022: January 18-19; February 15-16

MITAGS-PMI, Seattle, WA: December 6-7; 2022: January 13-14; February 11-12

##### Basic Training Refresher (three days)

The BT Refresher course (24 hours) is designed for personnel who have previously completed a 40-hour Basic Training course and have NOT completed one year of approved Sea Service within the last five years.

TRLMI, San Diego, CA: 2022: January 19-21; February 23-25

Cal Maritime Academy, Vallejo, CA: pending

Compass Courses, Edmonds, WA: December 14-16; 2022: January 18-20; February 15-17

MITAGS-PMI, Seattle, WA: December 13-15; 2022: January 13-17; February 22-24

## TRLMI expands to Orange County

Orange Coast College (OCC) Waterfront Campus and the Training Resources Maritime Institute of San Diego (TRLMI) announced a new collaboration last month to offer TRLMI classes at the new center in Newport Beach starting in January 2022. The collaboration was brought together by Director of the Maritime Center Sarah Hirsch and CEO of TRLMI Dave Abrams to fill the new facility and increase the curriculum available for the maritime community.

OCC celebrated the opening of its brand-new Professional Mariner Training Center in September. The new facility offers classroom and laboratory space, a radar training room, conference room, student lounge, and a full mission bridge simulator with 45 ship models that allow students to practice operating a wide variety of vessels.

TRLMI is the largest privately-held provider of maritime training in the Western United States. The center has over 80 approved U.S. Coast Guard and U.S. Navy courses for cer-

tifications in deck, engineering, weapons, and safety requirements. The program will bring instructors and curriculum to the new training center for those who may not make the trip down to San Diego for a week-long course.

The courses offered through the partnership are a part of the build-out process for the continuing education program offered through the center. Courses will include Leadership and Managerial Skills, Leadership and Teamworking Skills, Advanced Fire Fighting, Bridge Resource Management, Able Seaman, Vessel Personnel with Designated Security Duties (VP-DSD), Vessel Security Officer (VSO), Rating Forming Part of a Navigational Watch (RFPNW) assessments only, and Electronic Chart Display Information System (ECDIS).

Classes are set to start in January, and the facility is in the process of building brochures and adding class options to their website for enrollment set for November.



# Annual Funding Notice

## For

# SIU Pacific District Pension Plan

### Introduction

This notice, which federal law requires all pension plans to furnish on an annual basis, includes important information about the funding status of your multiemployer pension plan (the "Plan"). It also includes general information about the benefit payments guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. All traditional pension plans (called "defined benefit pension plans") must provide this notice every year regardless of their funding status. This notice does not mean that the Plan is terminating. It is provided for informational purposes and you are not required to respond in any way. This notice is required by federal law. This notice is for the plan year beginning August 1, 2020 and ending July 31, 2021 (the "2020 Plan Year").

### How Well Funded Is Your Plan

The law requires the administrator of the Plan to tell you how well the Plan is funded, using a measure called the "funded percentage." The Plan divides its assets by its liabilities on the Valuation Date for the plan year to get this percentage. In general, the higher the percentage, the better funded the plan. The Plan's funded percentage for the 2019 Plan Year and each of the two preceding plan years is shown in the chart below. The chart also states the value of the Plan's assets and liabilities for the same period.

	Funded Percentage		
	2020 Plan Year	2019 Plan Year	2018 Plan Year
Valuation Date	August 1, 2020	August 1, 2019	August 1, 2018
Funded Percentage	Over 100%	Over 100%	Over 100%
Value of Assets	\$106,834,294	\$106,530,327	\$105,673,021
Value of Liabilities	\$102,467,876	\$99,134,084	\$97,021,217

### Year-End Fair Market Value of Assets

The asset values in the chart above are measured as of the Valuation Date. They also are "actuarial values." Actuarial values differ from market values in that they do not fluctuate daily based on changes in the stock or other markets. Actuarial values smooth out those fluctuations and can allow for more predictable levels of future contributions. Despite the fluctuations, market values tend to show a clearer picture of a plan's funded status at a given point in time. The asset values in the chart below are market values and are measured on the last day of each plan year. The chart also includes the year-end market value of the Plan's assets for each of the two preceding plan years. The value of the Plan assets shown as of July 31, 2021 is an estimate based on the most accurate unaudited financial information available at the time this notice was prepared. The final audited information on the Plan's assets will be reported on the Plan's 2020 annual report filed with the Department of Labor in May 2022.

	July 31, 2021	July 31, 2020	July 31, 2019
Fair Market Value of Assets	\$120,177,318	\$101,823,920	\$104,172,254

### Endangered, Critical, or Critical and Declining Status

Under federal pension law, a plan generally is in "endangered" status if its funded percentage is less than 80 percent. A plan is in "critical" status if the funded percentage is less than 65 percent (other factors may also apply). A plan is in "critical and declining" status if it is in critical status and is projected to become insolvent (run out of money to pay benefits) within 15 years (or within 20 years if a special rule applies). If a pension plan enters endangered status, the trustees of the plan are required to adopt a funding improvement plan. Similarly, if a pension plan enters critical status or critical and declining status, the trustees of the plan are required to adopt a rehabilitation plan. Funding improvement and rehabilitation plans establish steps and benchmarks for pension plans to improve their funding status over a specified period of time. The plan sponsor of a plan in critical and declining status may apply for approval to amend the plan to reduce current and future payment obligations to participants and beneficiaries.

**The Plan was not in endangered, critical, or critical and declining status in the 2020 Plan Year.**

### Participant Information

The total number of participants and beneficiaries covered by the Plan on the valuation date was 2,090. Of this number, 822 were current employees, 913 were retired and receiving benefits, and 355 were retired or no longer working for the employer and have a right to future benefits.

### Funding & Investment Policies

Every pension plan must have a procedure to establish a funding policy for plan objectives. A funding policy relates to how much money is needed to pay promised benefits. Plan benefits are funded by employer contributions and investment returns on those contributions. Commencing January 1, 2016, the shipping companies have agreed to make contributions to the Plan and may agree through collective bargaining in the future to make additional contributions as necessary to satisfy the minimum funding standards of the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code ("Code"). The Plan's funding policy is to continue to fund Plan benefits in this manner in accordance with the minimum funding standards of ERISA and the Code.

Pension plans also have investment policies. These generally are written guidelines or general instructions for making investment management decisions. The investment policy of the Plan is to maintain a portfolio of investments which is conservative in nature. The Trustees, working with experienced investment consultants, monitor and make appropriate changes to the Plan's investments, seeking to achieve positive investment results over the long term.

Under the Plan's investment policy, the Plan's assets were allocated among the following categories of investments, as of the end of the 2020 Plan Year. These allocations are percentages of total assets:

Asset Allocations	Percentage
1. Cash (Interest bearing and non-interest bearing)	2.1%
2. U.S. Government securities	0.0%
3. Corporate debt instruments	0.0%
4. Corporate stocks (other than employer securities):	24.7%
5. Real estate (other than employer real property):	7.3%
6. Value of interest in registered investment companies (e.g., mutual funds)	61.0%
7. Other	4.9%

### Right to Request a Copy of the Annual Report

Pension plans must file annual reports with the US Department of Labor. The report is called the "Form 5500." These reports contain financial and other information. You may obtain an electronic copy of your Plan's annual report by going to [www.efast.dol.gov](http://www.efast.dol.gov) and using the search tool. Annual reports also are available from the US Department of Labor, Employee Benefits Security Administration's Public Disclosure Room at 200 Constitution Avenue, NW, Room N- 1513, Washington, DC 20210, or by calling 202-693-8673. Or you may obtain a copy of the Plan's annual report by making a written request to the plan administrator, Ms. Michelle Chang, at 730 Harrison Street, Suite 400, San Francisco, CA 94107. Annual reports for the 2018 Plan Year and earlier plan years are available now. The annual report for the 2019 Plan Year will be available when it is filed with the Employee Benefits Security Administration in May 2021. Annual reports do not contain personal information, such as the amount of your accrued benefit. You may contact the plan administrator at 415-764-4993 or the address above if you want information about your accrued benefits.

### Summary of Rules Governing Insolvent Plans

Federal law has a number of special rules that apply to financially troubled multiemployer plans that become insolvent, either as ongoing plans or plans terminated by mass withdrawal. The plan administrator is required by law to include a summary of these rules in the annual funding notice. A plan is insolvent for a plan year if its available financial resources are not sufficient to pay benefits when due for that plan year. An insolvent plan must reduce benefit payments to the highest level that can be paid from the plan's available resources. If such resources are not enough to pay benefits at the level specified by law (see Benefit Payments Guaranteed by the PBGC, below), the plan must apply to the PBGC for financial assistance. The PBGC will loan the plan the amount necessary to pay benefits at the guaranteed level. Reduced benefits may be restored if the plan's financial condition improves.

A plan that becomes insolvent must provide prompt notice of its status to participants and beneficiaries, contributing employers, labor unions representing participants, and PBGC. In addition, participants and beneficiaries also must receive information regarding whether, and how, their benefits will be reduced or affected, including loss of a lump sum option.

This Plan is **not** insolvent and is over 100% funded.

Benefit Payments Guaranteed by the PBGC

The maximum benefit that the PBGC guarantees is set by law. Only benefits that you have earned a right to receive and that cannot be forfeited (called vested benefits) are guaranteed. There are separate insurance programs with different benefit guarantees and other provisions for single-employer plans and multiemployer plans. Your Plan is covered by PBGC's multiemployer program. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

*Example 1:* If a participant with 10 years of credited service has an accrued monthly benefit of \$600, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service (\$600/10), which equals \$60. The guaranteed amount for a \$60 monthly accrual rate is equal to the sum of \$11 plus \$24.75 (.75 x \$33), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 (\$35.75 x 10).

*Example 2:* If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or \$200/10). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 (.75 x \$9), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 (\$17.75 x 10).

The PBGC guarantees pension benefits payable at normal retirement age and some early retirement benefits. In addition, the PBGC guarantees qualified preretirement survivor benefits (which are preretirement death benefits payable to the surviving spouse of a participant who dies before starting to receive benefit payments). In calculating a person's monthly payment, the PBGC will disregard any benefit increases that were made under a plan within 60 months before the earlier of the plan's termination or insolvency (or benefits that were in effect for less than 60 months at the time of termination or insolvency). Similarly, the PBGC does not guarantee benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay.

For additional information about the PBGC and the pension insurance program guarantees, go to the Multiemployer Page on PBGC's website at [www.pb.gc.gov/prac/multiemployer](http://www.pb.gc.gov/prac/multiemployer). Please contact your employer or fund administrator for specific information about your pension plan or pension benefit. PBGC does not have that information. See "Where to Get More Information about Your Plan," below.

### Where to Get More Information

For more information about this notice, you may contact Ms. Michelle Chang, Administrator, SIU Pacific District Pension Plan, at 730 Harrison Street, Suite 400, San Francisco, CA 94107, 415-764-4993. For identification purposes, the official plan number is 001, the plan sponsor is the Board of Trustees of the SIU Pacific District Pension Plan, and the employer identification number or "EIN" is 94-6061923.

**FINISHED  
WITH  
ENGINES**



**Jesse R. Martinez, JM-5237.**

Born January 29, 1989, Harbor City, California. Joined MFOW May 27, 2015, at the port of Wilmington. Died September 2021.

**George W. Mace, P-761/2134.**

Born July 19, 1929, San Francisco, CA. Joined MFOW October 15, 1945. Pensioned October 1, 1968. Died October 19, 2021.



# WILMINGTON NOTES

Wilmington Branch members and applicants were dispatched to 73 jobs in October. We shipped four Matson and six PCS shipboard billets, one rotary Shore Mechanic and 15 relief Shore Mechanics. 10 applicants worked standby jobs and one shipped out. We have 21 A-, 15 B- and 12 C-seniority members registered for shipping.

Ship arrivals have been hampered by weather in the Far East and cargo problems here on the coast. Slow cargo movement here has been all over the national and local news and you don't want to want ask me why this is. I have an observation and opinion, that is all it is, but it is related to greed and profit.

The *President Eisenhower* is en route on her first trip after her layup in Los Angeles and I hope that it goes well; I have not heard anything negative so far though.

The gang at Terminal Island are still on a 24/7 schedule with three shifts. Foreman Ken Justice, #3678, is still out on medical. Relief Foreman Mike Robles, #3855, is still running the gang. The count is currently at 25 men. The terminal management will be changing again and covered by the SF report.

The *SS Lane Victory* is moored at the end of Miner St. in San Pedro. It's still being worked on and needs your time and effort if you are available. Report to the gangway watch and they will show you the way. Turn-to is Saturdays at 0900. As always volunteers are very much appreciated. Don't forget to bring your flashlight.

That's all from here for now. Take care and work safely.

Aloha,  
**Sonny Gage**  
Port Agent

# HONOLULU NOTES

The Honolulu Hall dispatched a total of 74 jobs for the month of October. Five steady jobs were dispatched out Honolulu. One new Pumpman job came to us from the *Haina*. There were 33 Standby Elect/Reefer jobs and 34 Standby Wiper jobs called.

Presently the Honolulu registration list has 15 "A" seniority members, 3 "B" seniority members and 7 "C" seniority members.

With almost everyone that wants a job gone, this month should have been slow around here; but then there were a couple of events and several meetings to attend. Early in the month, there was a Hawaii State AFL-CIO Labor Community Service Program: "Beat the Flu and COVID-19 Vaccination Event," where free flu and covid shots were given. I scored a booster shot for myself.

Then later in the month, I attended the Honolulu Sailors' Home board of trustee meeting, the Honolulu Maritime Port Council meeting, and a biannual Hawaii State AFL-CIO executive board "election of vice presidents" meeting. Next month the Hawaii State AFL-CIO

will hold their biannual convention.

The last event I attended on behalf of the Marine Firemen's Union, along with brother Don Ngo, was a "Union Day of Action" put on by United Here Local 5 Union. Hundreds of hospitality workers marched through Waikiki, demanding that their employers resume full operations. Unite Here Local 5 hotel workers joined thousands of employees, who rallied across the nation and Canada on Thursday, October 28. Union members said the demonstration is part of an effort called "Striketober," in which workers are calling out employers for taking advantage of staff during the pandemic. The union said hotels have been at full capacity for months, but fewer than 70% of the workforce has been brought back.

One last thing to mention, brother Don Ngo spearheaded the making of some really cool stickers the other month. Well, he hasn't stopped there. His new project is making some really cool T-shirts. I think he is working on this project night and day, so expect to see a union T-shirt shortly.

**Mario Higa**, Port Agent

# HONOR ROLL

## Voluntary donation to

**General Treasury — October 2021:**  
Bonny Coloma, P-2763..... \$200.00  
Michael Carr, P-2718..... \$300.00  
Eric White, #3925 .....\$100.00

## HOWZ SHIPPING?

### October 2021

#### San Francisco

Electrician..... 2  
Electrician/Reefer/Jr. Engineer..... 2  
Reefer/Electrician/Jr. Engineer..... 1  
Junior Engineer (Day) ..... 2  
Oiler ..... 1  
Wiper ..... 1  
Shore Mechanic..... 1  
Standby Electrician/Reefer ..... 25  
Standby Wiper ..... 11  
**TOTAL ..... 46**

#### Wilmington

Electrician..... 2  
Electrician/Reefer/Jr. Engineer..... 1  
Reefer/Electrician/Jr. Engineer..... 2  
Oiler ..... 5  
Shore Mechanic..... 16  
Standby Electrician/Reefer ..... 15  
Standby Wiper ..... 31  
**TOTAL ..... 72**

#### Seattle

Electrician/Reefer/Jr. Engineer..... 1  
Junior Engineer (Day) ..... 1  
Oiler ..... 1  
Wiper ..... 1  
Standby Electrician/Reefer ..... 8  
Standby Wiper ..... 6  
**TOTAL ..... 18**

#### Honolulu

Electrician/Reefer/Jr. Engineer..... 1  
Reefer/Electrician/Jr. Engineer..... 2  
Junior Engineer (Day) ..... 1  
Pumpman ..... 1  
Shore Mechanic..... 2  
Standby Electrician/Reefer ..... 33  
Standby Wiper ..... 34  
**TOTAL ..... 74**

## Regular membership meeting dates 2021

December 1 S.F. Headquarters  
7 Honolulu  
8 Wilmington

## Regular membership meeting dates 2022

January 5 S.F. Headquarters  
11 Honolulu  
12 Wilmington  
February 2 S.F. Headquarters  
8 Honolulu  
9 Wilmington  
March 2 S.F. Headquarters  
8 Honolulu  
9 Wilmington  
April 6 S.F. Headquarters  
12 Honolulu  
13 Wilmington  
May 4 S.F. Headquarters  
10 Honolulu  
11 Wilmington  
June 1 S.F. Headquarters  
7 Honolulu  
8 Wilmington  
July 6 S.F. Headquarters  
12 Honolulu  
13 Wilmington  
August 3 S.F. Headquarters  
9 Honolulu  
10 Wilmington  
September 7 S.F. Headquarters  
13 Honolulu  
14 Wilmington  
October 5 S.F. Headquarters  
11 Honolulu  
12 Wilmington  
November 2 S.F. Headquarters  
8 Honolulu  
9 Wilmington  
December 7 S.F. Headquarters  
13 Honolulu  
14 Wilmington

# SEATTLE NOTES

During the month of October, Seattle shipped one Electrician, one Oiler, one Junior Engineer, one Wiper; eight Standby Reefers and six Standby Wipers. Seattle currently has 10 A-, five B- and one C-seniority member registered for shipping.

Seattle continues to struggle to find qualified members to fill seagoing and standby jobs. The unvaccinated are still surprised to find they will not be accepted for employment. We have a monthly Union publication second to none, with all the industry updates and most current maritime affairs supplied to the membership at no cost. It is available online as well. As you read this, I ask that you make a note to reach out to members you know on the beach and re-

mind them to read it. Countless times folks have showed up and claimed to have no knowledge of developing vaccination requirements or document renewal changes. Our resources are spent to publish and print our papers to maintain the vibrancy and readiness of the membership, so take advantage of it.

In the past month, there was an unwelcome intrusion from federal legislators that found its way into local endorsements for candidates in the Port of Seattle Commissioners race. These endorsements were made without consulting maritime interests and can only be seen as self-serving and a slap in the face of maritime labor.

Fraternally,  
**Brendan Bohannon**, Representative

## Benefits paid during October

**Death Benefits**  
Raymond Salmonson, P-2630 \$1,500.00  
**Burial Benefits**  
None  
**Excess Medical** \$4,841.33  
**Glasses and Examinations** \$637.00

## POLITICAL ACTION FUND

**Voluntary donations for October 2021:**  
Robert Baca, #3776..... \$200.00  
Albert Pastor, #3926 .....\$50.00  
Bozhidar Krastev, #3936..... \$300.00  
Eliseo Ramiscal, #3932..... \$200.00  
Edgardo Guzman, #3905 .....\$50.00

## MARINE FIREMAN SUBSCRIPTIONS, AND VOLUNTARY PAF DONATIONS

Please use the following form.

NAME (Print) \_\_\_\_\_ PENSION or BOOK NO. \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check box:  U.S. & POSSESSIONS  OVERSEAS

Yearly Subscriptions:  First Class \$20.00  Air (AO) Mail \$25.00

Voluntary Political Action Fund Donation  \$ \_\_\_\_\_

Please make checks payable to:

MARINE FIREMEN'S UNION  
240 2nd Street, San Francisco, CA 94105

## Attention: MFOW Members

Are your MFOW Welfare Fund records up to date? The following information should be on file:

- 1) Current contact and beneficiary information
- 2) Insurance Enrollment Card
- 3) Medical Coverage selection

Contact: MFOW Welfare Fund, 240 2nd St., San Francisco, CA 94105  
(415) 986-1028/(415) 986-5720