



ESSO FLEET NEWS

PUBLISHED BY THE MARINE DIVISION, HUMBLE OIL & REFINING COMPANY



Special Issue No. 2

July 29, 1965

THE PLAIN TRUTH

During the forthcoming NLRB election, Esso seamen will be bombarded with a barrage of Teamster propaganda. The North Jersey Local of the Hoffa union will pull all the stops in an effort to sweet talk their way into the Esso fleet.

If the latest circular issued by the Teamsters is typical, these "pie-in-the-sky" boys have shown a reckless disregard for the facts.

Just to set the record straight, let's examine the Teamster *claims* and *promises* and then look at the *facts*.

First, you are told that the Teamsters' Union does not call strikes. Only the membership can do so. This sounds fine. In a truly democratic union, one that is genuinely responsive to the needs and wishes of its members, no action of any consequence is taken without the consent and support of the rank and file. However, in any union, a secret ballot vote is only reliable and meaningful if the union's constitution and by-laws make it so.

What does the Teamster constitution say about secret ballot voting? How is such a vote taken? Most international union constitutions provide that issues are decided merely by majority vote of those present and voting. There could be a big difference between a 66-2/3% majority of the membership and a 66-2/3% majority of those present and voting. In the latter case, a small number of the total membership could bring about a strike. What does the Teamster Union constitution say about this? Does the Bayway Local of the Teamsters' Union have its own separate constitution and by-laws, or does it operate under the international constitution? Has

anyone in the fleet ever seen a copy of either? There are many important questions to ponder.

THE BAYWAY CONTRACT

Much has been said by the Teamsters about the Bayway contract. Many of the claims they have made are 180 degrees off course. For example, they tell of the minimum pensions and whopping severance payments negotiated for surplus employees. They refer to the minimum pension and minimum severance pay in such a way as to make you think they are a continuing part of the Teamster contract. They are *not*.

Here are the facts. It is true that minimum pensions were negotiated at Bayway. These pensions and severance payments applied on a *one-time* basis to a particular lay off of surplus employees when the strike ended.

There were about 1400 men on strike at Bayway. While operating the Bayway Refinery during the strike, the refinery management found that the plant was overmanned by over 400 men. To take care of this surplus, the Company offered to give early retirement with "make-up" of annuity discount. This is the same as Esso seamen and officers have received in the past when there was a surplus. Instead, the Teamsters insisted on a different arrangement. This resulted in higher pensions for the younger, shorter service men and lower pensions for the older, longer service employees.

SEVERANCE PAY

Next, let's look at the minimum severance pay. First of all, it should be pointed out that

there were practically no employees at Bayway with less than 12 years' service. Those laid off had an average service of 14 to 18 years. Figures of \$7,500 and \$7,750 and \$8,000, as published by the Teamsters, look very good. They are very good. However, they are *not even in* the Teamster contract at Bayway. The special severance pay negotiated at Bayway was a *one-time* side agreement the same as the pensions. Actually, the provision for severance pay in the contract that was signed with the Teamsters at Bayway is basically the same as we have in the ESA agreement.

Now, let us look at the severance pay for Esso seamen, as spelled out in the ESA agreement. First, all permanent employees, if laid off, get six months' notice or cash in lieu thereof. Six months' wages for an AB with 10 years' service comes to \$3,120. On top of that he would get 12½ weeks' pay, or an additional \$1,500, for a total severance pay of \$4,768. If he had 20 years' service and was laid off, under our contract he would be paid \$7,555. A 20 year Pumpman, if laid off, would receive a total of \$9,779. The six months' pay in lieu of notice is paid at the man's own option. If he elects to stay and work, he may do so. If he prefers the cash, he can take it.

Also, in our agreement, if a man in a permanent rating, say a Chief Cook, Pumpman, Able Seaman, etc., is faced with demotion because of surplus in his rating he can, at his own request, be laid off instead and be paid the six months' wages plus the severance pay as spelled out in the contract.

The workers at the Bayway Refinery have had 11 paid holidays for several years. The Teamsters did not negotiate any additional holidays. *Every one of the overtime provisions that the Teamsters are claiming credit for at Bayway have been in effect for many years.*

TEAMSTER SEAMEN?

The Hoffa union claims it represents seamen. We have checked all known ocean tanker, dry cargo and passenger fleets and can find no U. S. shipowner with a Teamster contract for blue water sailors.

There is a local of the Teamsters in St. Louis, Missouri, that represents Masters, Mates, Pilots

and Engineers in some Western River operations. These are river men and have nothing to do with ocean ships.

Actually, an organizing drive by the Teamsters in a fleet of ocean ships is hard to understand. The NMU and SIU, both seamen's unions, consider the offshore shipping industry as their exclusive territory. What are the ties between these unions?

In May, 1961, a mutual assistance pact was signed between the Teamsters, the National Maritime Union and the International Longshoremen's Association. These agreements were made despite the AFL/CIO prohibition against alliances of any of its affiliates with the Teamsters. The Teamsters have been expelled from the AFL/CIO and the Canadian Labor Congress. A week after the formation of this triple alliance the executive board of the ILA repudiated the agreement but Hoffa reaffirmed his pledged support of the NMU.

The Teamsters, in their latest appeal to the fleet, claim piously that they offer "you and your family advantages which cannot be matched by any other working man's organization."

It was *not* an outside truck drivers' union that over the years brought the conditions for Esso seamen to a level second to none in the industry.

It was *not* James R. Hoffa who introduced the first rotating relief plan. The Teamster boss had no hand in bargaining seniority pay, fleet reserve, transportation, 80 on and 40 off, overtime, sick pay, group insurance, survivor benefits, hospitalization insurance, air conditioning, television or any of the many improvements that have been negotiated for Esso seamen.

NEW ESA - NEGOTIATED BENEFITS

The latest amendment to the contract with the Esso Seamen's Association contains many important gains that Esso seamen wanted and deserved. These were not negotiated by the Teamsters but by your own shipmates. The highlights of Amendment No. 4 dated May 26, 1965 are as follows:

1. A three-year contract to August 31, 1968.
2. Guarantee to all permanent unlicensed men of six months' notice of lay off. This means that a regular employee subject to lay off can be sure of an additional six months' work after notice of lay off or, at his option, a cash payment of six months' wages, plus severance pay.
3. Regular unlicensed men subject to demotion due to being surplus have the option of taking lay off with six months' wages in lump sum cash payment plus severance pay.
4. **Sea Service Allowance.** A special additional retirement benefit of \$2.00 per month for each year of completed sea service prior to January 1, 1966 to be payable on normal retirement, payable for life and guaranteed. For example, an unlicensed man with 25 years' service as of January 1, 1966 picks up an extra \$50 per month for life, on top of his regular Humble pension, payable on normal retirement. If he retires before age 65 the \$50 is discounted the same as his regular Humble pension would be.
5. **Special Supplement.** For all unlicensed employees, effective June 1, 1965, a special annual payment at the following yearly rates:

June 1, 1965	Ordinary Seamen & Messmen	\$160
	All other ratings	200
June 1, 1966	Ordinary Seamen & Messmen	320
	All other ratings	400
June 1, 1967 (& yearly thereafter)	Ordinary Seamen & Messmen	480
	All other ratings	600

These payments, after normal deductions, will be deposited as a special contribution to the employee's account in the Thrift Plan. The purpose of these payments is to provide additional money with which an employee may buy paid-up additional annuities upon retirement.

For those who do not elect to make a special contribution to the Thrift Plan,

the money will be paid in cash every six months.

Special contributions to the Thrift Plan earn interest and are withdrawable the same as regular contributions and under the same rules.

6. **Overtime rates for Pumpmen.** Pumpmen to receive overtime at \$2.47 per hour for all work beyond eight hours.
7. **Severance Pay.** In the old agreement severance pay was based on one week's pay for each year of service up to five years and one and a half week's pay for each year of service over five years. The new agreement extends the severance pay formula to 2½ week's pay for each year of service over 15 years. In other words, a man with 20 years' service receives 35 week's pay, plus six months' notice, or cash in lieu thereof, at his option.
8. **Age 55 Retirement.** The Company agreed in writing that any employee aged 55 years with 20 or more years of Company service would be granted retirement on request. (As a matter of fact, no seagoing employee aged 55 with 15 years' service has ever been refused retirement on request.)

JOB SECURITY

There has been much said about job security. The Teamsters may try to alarm you with talk of future cutbacks in the fleet, automation, lay offs, crew reduction, etc. The fact is that despite a reduction of 384 jobs in the fleet since July 1961, *not a single regular, unlicensed employee has been laid off involuntarily.*

In the past six months about 30 temporary men have been made permanent. In the past few weeks an additional 30 temporary employees have been hired.

WHY THE TEAMSTER INTEREST?

Why have Esso Seamen become suddenly so very much sought after by the Teamsters' Union? Esso seamen have been free and independent since 1939. Why have the Teamsters waited so long to come and help you manage your affairs? The only answer to this question that we can find is the fact that shortly after the unsuccessful Bayway strike the Teamsters,

in a bulletin dated April 8, 1965, told the Bayway Refinery workers, "Every worker coming in contact with these seamen should do their part. We all know that these seamen are important to us in strengthening our position at the bargaining table *as was experienced during the strike*. These seamen need our help too. They face the same impact of automation."

If you examine the Teamster literature in search of genuine issues you will find nothing. Nothing except the same tired, old platitudes that have always been the hallmark of the professional hacks and pie-cards. Management does not claim that everything is perfect in the fleet. There will always be room for improvement. At the same time, we doubt that any fairminded unlicensed man thinks that his conditions in our fleet are such as to need the Hoffa organization

to come in and free him of his shackles. We believe that a genuine independent union, completely free of outside alliances and commitments and dedicated to the welfare of Esso seamen, and only Esso seamen, is the best kind of representation for the men in our fleet; a union whose spokesmen are Esso seamen and not strangers to the Esso fleet and its operations. Beware of outside entanglements. Any well-informed Arab will tell you that once a camel pokes his nose under the tent flap, the remainder of the creature is never very far behind.

Soon you will be casting your vote in the current NLRB election. Your vote is very important. It is secret. It counts. Be sure you have carefully considered all of the facts before you decide how you are going to cast your ballot.

