

In the Matter of a Controversy)
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 between)
)
 International Longshoremen's & Warehousemen's Union, Local #10)
)
 and)
)
 Pacific Maritime Association)
)
 Involving a work stoppage and the hiring of a Gang Boss on the S/S SEA PACK LEXINGTON Berth 5 Oakland Outer Harbor)

N.C. #59-82

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Opinion
and
Decision

of

Robert Rohatch
Relief Area Arbitrator
Tuesday, August 31, 1982
San Francisco, California

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An informal hearing was held in the offices of Berth 5 Outer Harbor after 12:00 A.M.

Present: For the Union: Bill Watkins, Business Agent, Local #10
For the Employers: Jim Tessier, Labor Relations Assistant, PMA
Pete Jones, Superintendent, CW & W
Also Present: Robert Reed, #7095, Steward, Local #10

ISSUES:

Whether or not there was an illegal work stoppage.
Hiring of a Gang Boss.

On the #1 Issue the question of whether there was an illegal work stoppage or not.

EMPLOYER'S POSITION

The Union is in violation of 18 good faith guarantee also in violation of Section 11 of the PCLCD. Employers stated that Arbitration Hans Schnitlers ruling cargo had to be hand stowed. Further 47-82 dealt with three different claims which had no bearing on this case. Asked Arbitrator to rule in favor of the Employer

UNION'S POSITION:

Unions contention that the Employers were notified at 9:00 P.M. there claim was for a gang boss and that the Union told the Employers that they were perfectly willing to work around the dispute until it was settled. Robert Reed testified that there was plenty of other work that the men could do until the question of hiring a gang boss was settled. The Union cited Sam Kagels Decision C-9-80 in which he ruled in favor of the Union for a Gang Boss. Union stated there was dogging and undogging work to be done while the dispute was settled. Also cited NC 47-82 where Arbitrator Jerry Sutliff ruled in favor of a gang boss. Asked Arbitrator to rule in favor of the Union.

RULING

There was not a work stoppage. In the Arbitrator's opinion there was work available for them to work around the dispute until it was settled.

Issue #2

Question of should a Gang Boss be hired.

UNION'S POSITION

Crescent Dock and Warehouse is in violation of No. 8 specialty rule. There are also in violation of 18.1 of the PCLCD. They stated that N.C. #47-82 in a similar situation Arbitrator Sutliff ruled in favor of Union. Also that men offered to work around situation until a ruling was made. This could have been settled 3 hours earlier as PMA Representative did not show up until midnight. On this operation container bridle would not be used. There were 3 yachts and a mast similar to Arbitration C-9-80. Also the Union cited Arbitration NC 47-82 in which various farm equipment flat racks, oil drilling equipment could not use container bridle asked the Arbitrator to rule in favor of the Union.

EMPLOYER'S POSITION

Our position that C-9-80 and 47-82 do not apply in this situation. Cited Schnitlers Award that there had to be break bulk cargo. Employers stated that they had five (5) walking bosses to supervise operation and did not need a gang boss. Dispted the fact that there was other work to do. Also cited N.C. 57-79 Arbitration and that Union was guilty of violating Section 18.1 and Section 11. Asked Arbitrator to rule in favor of the Employers.

DISCUSSION

The Arbitrator has to be guided by what's written in the Contract. Northern California Specialty Rule No. 8 is quite clear. Also that in N.C. #47-82 there was a similar situation of having to remove container bridle and using slings to handle cargo same as gang would have to use for 3 pieces of heavy lift. 2 yachts and a mast. Also that Arbitrator should have been called when there was a disagreement at 9:00 P.M. instead of arbitrating 3 hours later at past the hour of midnight.

DECISION

The Unions position is sustained that gang boss be hired and that men be paid for lost time.

/s/ Robert Rohatch, Relief Arbitrator

Dated: September 1, 1982