

**PACIFIC COAST
LONGSHORE
CONTRACT DOCUMENT
1966-1971**



ILWU-PMA

17.42 Either the Employers, the Union or 348
the man involved may take an appeal from the
decision of the Joint Port Labor Relations Com-
mittee. Such appeal shall be to the Joint Coast
Labor Relations Committee by letter addressed
to the Joint Coast Labor Relations Committee.
To be timely, such appeal must be delivered or
mailed within seven (7) days of the decision of
the Joint Port Labor Relations Committee.

17.421 If such an appeal is taken within 349
the time limits allowed, the Joint Coast Labor
Relations Committee shall either confirm or re-
verse or modify the decision of the Joint Port
Labor Relations Committee without any further
hearing, or order a further hearing and there-
upon issue its decision on the basis of the entire
record including that at both hearings.

17.43 An appeal from the decision of the 350
Joint Coast Labor Relations Committee can be
presented to the Coast Arbitrator (or by agree-
ment of the Joint Coast Labor Relations Com-
mittee to an Area Arbitrator) by the individual
involved, the Employers, or the Union. Appeal
shall be by a written request for an arbitrator's
hearing mailed or delivered to the Union and
the Employer representatives of the Joint Coast
Labor Relations Committee if by an individual,
or to the individual and the other party's repre-
sentative on the Joint Coast Labor Relations
Committee if by either the Union or the Em-
ployers. Such an appeal shall be timely only if
such request for an arbitrator's hearing is so

filed in writing with the Joint Coast Labor Re-
lations Committee no later than seven (7) days
after issuance of the decision of the Joint Coast
Labor Relations Committee from which an ap-
peal to an arbitrator is taken.

17.431 The arbitration procedure shall 351
be carried on in accordance with the procedures
generally applicable under this Agreement for
arbitration before the Coast Arbitrator.

17.5 Arbitrators and awards. 352

17.51 The parties have an arbitrator for 353
each of the said four port areas and a Coast
Arbitrator. If any arbitrator shall at any time
be unable or refuse or fail to act, the parties
shall select his successor or substitute. If a
vacancy occurs and the parties fail to agree on
the successor or substitute, he shall be ap-
pointed at the request of either party by Mr. E.
D. Conklin.

17.52 Powers of arbitrators shall be lim- 354
ited strictly to the application and interpreta-
tion of the Agreement as written. The arbitra-
tors shall have jurisdiction to decide any and all
disputes arising under the Agreement including
cases dealing with the resumption or continua-
tion of work.

17.53 Arbitrators' decisions must be based 355
upon the showing of facts and their application
under the specific provisions of the written
Agreement and be expressly confined to, and
extend only to, the particular issue in dispute.
The arbitrators shall have power to pass upon

any and all objections to their jurisdiction. If an arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

17.54 In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for any further service. 356

17.55 All decisions of the arbitrators, except as provided in 17.261 and 17.6, shall be final and binding upon all parties. Decisions shall be in writing signed by the arbitrator and delivered to the respective parties. 357

17.56 All expenses and salaries of the arbitrators shall be borne equally by the parties, except where specifically provided herein to the contrary. 358

17.6 Informal hearings and interim rulings. 359

17.61 When a grievance or dispute arises on the job and is not resolved through the steps of 17.21 and 17.22, and it is claimed that work is not being continued as required by Section 11, a request by either party shall refer the matter to the Area Arbitrator (or by agreement of the Joint Coast Labor Relations Committee to the Coast Arbitrator) for his consideration in an informal hearing; such referral may be prior to formal disagreement in any Joint Labor Relations Committee or upon failure to agree on the question in the Joint Area Labor Relations Committee. Such hearing may be ex parte if 360

either party fails or refuses to participate, provided that the arbitrator may temporarily delay an ex parte hearing to permit immediate bona fide efforts to settle an issue without a hearing.

17.62 The arbitrator shall act with his powers limited strictly to the application and interpretation of the Agreement as written. The parties shall have the right to present such views as they wish to the arbitrator, but it shall not be necessary to have a shorthand or stenotype reporter present to report the proceedings nor shall employment of counsel be necessary. The arbitrator, on this basis, shall promptly issue an oral interim ruling with respect to the grievance or dispute and thereafter confirm it in writing. An interim ruling shall be binding on the parties regarding the particular issue on the particular ship on the particular occasion but shall not be a precedent for other cases. Any interim ruling shall be binding unless reversed by a contrary decision after a formal hearing. 361

17.63 If either party is dissatisfied with the interim ruling, the question shall be immediately referred at the request of such party to the arbitrator for hearing and decision in accordance with the normal procedure under 17.5 of this Agreement; the arbitrator shall then proceed as if there had been a failure to agree on the question by the Joint Area Labor Relations Committee, provided that the arbitrator may temporarily delay a hearing to permit prompt 362