

Q&A General

General

Q. If mechanization and modernization funds contemplated for foremen, what will the employer expect in return?

A. This matter not yet negotiated.

Q. At the present time, the Post Office Department sends in labor to sort mail due to the specialty aspects of this operation. Has this procedure been changed?

A. The ILWU, in the negotiations, agreed to let this practice continue.

Q. Is it necessary that palletized cargo be unitized for stowage purposes?

A. No. Palletized cargo can be stowed in the same manner as unitized cargo.

Q. What would be the difference between a shipper's unit and a steamship unit?

A. The shipper unit would be received as a single package and so described on the bill of lading. A unit made by a steamship or terminal company would have been received as a number of cases and the shipper would be entitled to a bill of lading for the number of cases delivered. The unit as made on the terminal could be acceptable to a consignee or he could demand a piece count at delivery. Traffic could undoubtedly be of assistance in working out mutually satisfactory arrangements.

Q. Assume the longshoremen are building a load for a drayman. What weight would be used?

A. The load could be built to any weight desired or required by a drayman.

Q. Shall we still have to pay "in lieu" time when stores are delivered when the ship is not loading or discharging cargo?

A. Status quo and port rules are in effect until a satisfactory Coastwise understanding is reached.

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General (continued)

Q. Can ship's crew be employed in Los Angeles cleaning holds in which there is no cargo for that port or in which loading or discharging has been completed?

A. Local rules have to be examined and changes sought where deemed necessary in connection with longshore work. Present rules will apply until Coastwise agreement can be reached.

Q. If any additional questions are received, they will be forwarded. Have you established any deadline after which questions will not be included in your Coast summary?

A. No deadlines have been set for questions. All questions are being answered, even though many are duplications, but not necessarily asked in the same wording. The interpretations and answers may bring on more questions, but should likewise result in a better- by all of the agreement as it was negotiated.

Q. Opening of hatches and rigging by crew in Los Angeles. Can we do it now?

A. No.

Q. Can we have a sailor in the hatch in Los Angeles checking and watching without having to hire a union watchman?

A. No.

Q. Would elimination of tie ropes, except where needed for safety of the operation be improper?

A. No.

Q. If tie ropes are put on loads prior to arrival of cargo on dock, could longshoremen demand the right to put on additional tie ropes?

A. Recognize this practice for what it is. It has developed into a gimmick, but if needed for safety, put them on, and if they are on when the load arrives, why add more?

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General (continued)

Q. Can bull drivers be required to set their own blocks when:

(a) Breaking down piles for teamsters?

(b) Bringing cargo from ship to dock for dock storage?

A. The bull driver is a skill man and cannot be ordered to do manual labor.

Q. The term barge is used. Do longshoremen have jurisdiction over all barges?

A. No. Barges can be either ocean going or used on inland waters. In the inland waters, some barge operations are not handled by longshoremen. Cargo is handled by men under other jurisdiction, and the longshore jurisdiction would be the same as with trucks. Where barges are now loaded or unloaded by longshoremen, there is no change. Where they are not handled by longshoremen, status quo.

Q. What happened to work formerly performed by Post Office inspectors, custom inspectors, public weighers, etc.?

A. By specific agreement, the status of these remains unchanged.

Q. Is it necessary only for men to be able to get out from under incoming or outgoing loads, and not necessarily to seek shelter under the coaming?

A. Safety demands the men be able to stand clear of loads being swung in or out of hatch, and it is not necessary they be able to get under the coaming.

Q. Will this very general and high interpretive agreement be reworded in order that definite specific operations are clearly delineated? The verbiage used is all important and employer rights must be clearly stipulated as far as possible.

A. The agreement will not be reworded. It will be incorporated into the Longshore Agreement. Interpretations will be made on a uniform coastwide basis. Any questions on any specific operation will be furnished after it has been analyzed, and the interpretation will apply uniformly to all.

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General (continued)

Q. Does new contract change status quo on industrial docks, i.e., place of rest now under ships tackle?

A. No.

Q. Is a lift truck driver utilized for less than four hours to break down high piles, a short duration skilled man?

A. Yes. If breaking down for a truck or if employed as an extra driver.

Q. Will there be any channels or clearing house to check with before making any changes in operation? If so, will this be mandatory?

A. It will be mandatory to check any and all changes in operations through PMA. All changes and interpretations under this agreement will be made by the Coast Steering Committee.

Q. On a ship arriving with TD opened because they were not closed in the preceding port, do we still have to pay for "in lieu" time?

A. An attempt is being made to arrive at a uniform handling of this problem on a Coastwise basis.

Q. In the wording of the agreement it seems there is nothing permitting the reopening of discussion as to the necessity to have buses for the workers for vessels operating in Oakland. Are we correct?

A. Yes. Traveling is under port rules.

Q. If ratified, will the new contract be effective 1/1/61? If not, when?

A. Ratification by both sides is expected about January 1, 1961, or shortly thereafter.

Q. Who will make the determination on number of men required for a given operation? Unilateral action could lead to trouble and PMA/ILWU action may freeze the standards again.

A. The Coast Steering Committee.

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General (continued)

Q. Does the term "employer" mean the individual employer or PMA?

A. It means both. PMA is made up of individual employers. On the job, it is the individual following PMA policy.

Q. Method of financing? Ton manhour - container ton or combination?

A. Determination will be made by PMA internally.

In interpreting questions, it must be borne in mind that changes were negotiated in sling load limits, place of rest which includes multiple handling, and gang sizes. These are the sections in the basic agreement which had to be changed in order to bring about efficiency in operations. Section C, General Provisions, Paragraph 51 of the Memorandum of Agreement, is not to be overlooked since this section provides for other changes or corrections that may be necessary.

Throughout the agreement, it should be noted that flexibility in use of men is emphasized. The efficiency to be gained in operations through the flexibilities negotiated is not to be construed to mean that others can do longshore work. If the work is necessary, it will be done with longshore labor within the limits of the basic agreement. Rules which interfere with "Provisions for Efficient Operations" will be examined on a Coastwise basis, and until uniform interpretations can be made, local rules will continue. Rules, therefore, which interfere with your operations, should be brought to the attention of the Steering Committee.

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