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ILWU Demands Right to Fire Arbitrators Who Rule Against Them

Unwavering Demand Threatens to Sink Contract Talks; “Slowdowns as a Way of Life”

SAN FRANCISCO (February 9, 2015) – The Pacific Maritime Association (PMA) today revealed details of a major Union demand in stalled West Coast contract negotiations: the ILWU’s demand to be able to fire any arbitrator who rules against the Union. This provision would give the ILWU veto-power over arbitrators’ rights to prevent Union slowdowns, and in so doing would threaten the consistent and reliable movement of cargo through West Coast ports.

PMA also released figures showing that the ILWU was found guilty of more than 200 slowdowns or work-stoppages during the 2008 – 2014 contract period. The same arbitrators who have ruled against the ILWU are the ones being targeted by this latest contract demand.

“The ILWU is essentially seeking the right to fire judges who rule against them,” said PMA spokesman Wade Gates. “The waterfront arbitration system is an essential check-and-balance against illegal labor actions. It would be reckless to allow a single party to change the rules as the Union desires.”

ILWU slowdowns have crippled major West Coast container ports since late October 2014, and employers have had little recourse because the Union refused to sign a contract extension that would preserve the arbitration system during negotiations. Typically, while a contract is in place, disputes between the parties are brought before one of four arbitrators who each oversee a geographic region. The contract’s no-strike clause is frequently relied upon in these cases.

Waterfront arbitrators rule quickly, meaning that disputes can be addressed promptly and port operations can resume without lengthy disruption. During the 2008 – 2014 contract, arbitrators presided over more than 250 labor disputes involving allegations of Union slowdowns or work stoppages, and employers won more than 85 percent of those cases.

“We’ve seen the impact of ILWU slowdowns in every recent contract negotiation,” Gates said. “The only reason those slowdowns don’t happen all the time is that arbitrators are able to order the ILWU back to work. If the ILWU has the right to continue slowdowns as a way of life without recourse, the impact on the waterfront could be catastrophic.”

Currently, once an arbitrator has been hired, he can be removed only by mutual consent of the parties. The ILWU is seeking to change this provision so that either party could remove an arbitrator at the end of any contract. PMA strenuously objects to this attempt to damage the system that has protected the waterfront for decades.

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The PMA submitted an “all-in” contract offer on February 4, 2015, after more than nine months of contract talks. The offer would raise ILWU wages by 14 percent over five-years, on top of current average full-time wages of \$147,000 per year. It would also maintain fully employed-paid health care, worth \$35,000 per year, and increase the ILWU pension to as much as \$88,880 per year. Further, it would increase pay guarantees to 40 hours per week, and provide for ILWU jurisdiction over the maintenance and repair of truck chassis.

A fact sheet on the PMA offer and a video of PMA President Jim McKenna sharing details of the offer are both available on the PMA website: www.pmanet.org.

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