

EXHIBIT 3

INTERNATIONAL
LONGSHORE &
WAREHOUSE UNION
AFL-CIO



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January 18, 2002

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Corrected Copy—Street Address Change

By Fax: 989-1425
(Original via U.S. Mail)

J.N.M.
JAN 28 2002

Re: Information Request for Contract Administration and Bargaining

Dear Joe,

In letters dated September 19, 2001, and November 13, 2001, you responded to my letter of August 17, 2001, that requested various information and documents needed for PCLCA contract administration and bargaining. While I appreciate your efforts, I must tell you that your response is completely inadequate. I, therefore, repeat the request that you provide all information and documents requested in my August 17 letter.

Before identifying the particular inadequacies of PMA's response to date, a general deficiency is that PMA has limited its response to information and documents in its possession only and not in the custody or control of PMA member companies. The August 17 letter requested and the law requires that PMA provide responsive information and documents not just on behalf of itself but on behalf of all of its member companies. PMA may not lawfully limit its responses to matters that it may directly know and not produce responsive information and documents held by PMA members.

Accordingly, I must insist that PMA immediately provide the ILWU with all information and documents in the possession, custody or control of all PMA member companies that are responsive to my August 17 letter.

As to PMA's inadequate responses to particular questions, listed below in bold are the specific questions which PMA has not properly answered, followed by a statement of what PMA needs to do to correct the problem.

8) **The names and company affiliation of all members on the PMA contract negotiations committee for the pending contract negotiations;**

PMA responded on September 19, 2001, that the composition of the Committee had not been "completed" at that time. If the composition is now complete, please provide the requested information.

9) All information and documents showing the projection of longshore and clerk work force needs and projected additions to the Class A, Class B, Identified Casual and Unidentified Casual lists in each port covered by the PCLCA from the present to July, 2005.

PMA provided information and one document in its possession, and stated that it "does not maintain any other such definitive projections" other than the quarterly manpower reviews. PMA must produce the requested information and documents regardless whether they are "definitive". Additionally, it is hard to believe that the member companies do not have other responsive information and documents as to projected workforce needs, and such must be produced

- 10) For each PMA member company, please provide the following:**
- a) The location of its corporate headquarters;**
 - b) The addresses, names & titles of its corporate officers and Board of Directors;**
 - c) The locations of all facilities the company owns, operates or controls where work described in the PCLCA is performed; and also facilities where ocean-going containers and longshore equipment are handled;**
 - d) The name, address and type of work performed by any subcontractors and other companies at any facility listed in answer to Item (c) above who perform any type of work described in Section 1 of the PCLCA;**
 - e) For each PCLCA-covered facility, state the average number of container and equipment moves per day and per week drayed or transported by truck to another PCLCA-covered facility in the same port during the term of the current PCLCA;**
 - f) The name and address of the company that performs any drayage work covered in item (e) above;**
 - g) The name and address of all companies that perform maintenance and repair work of longshore equipment, trucks, chassis or containers and the location where such work is performed;**

h) The name and address of all "alliances" and partnerships that directly concern steamship, longshore or intermodal operations on the West Coast of the USA, and for each such alliance or partnership, specify the name and address of the participating companies;

i) The description of any new technologies, systems, procedures, business arrangements or operations that the company plans, contemplates, or desires to implement anytime between the present and July, 2005, which would change or affect in any way the nature and scope of job duties, union jurisdiction or workforce needs presently covered by the PCLCA;

j) The description of how such new technologies, systems and procedures listed in item (i) above would, in actuality or probability, change or affect in any way the nature and scope of job duties, union jurisdiction and workforce needs presently covered by the PCLCA;

k) The projection of the company's longshore and clerk workforce and registration needs in each port covered by the PCLCA from the present to July, 2005.

PMA's response to item #10 and its subparts was that "PMA does not maintain such information." Clearly the PMA member companies do have the requested information and documents, which PMA must produce.

11) In light of the parties' various positions concerning the status of supplemental and port agreements and how they are connected to and affected by the PCLCA and the pending negotiations, please identify the name, term dates and signatories of every contract, including but not limited to supplemental and port agreements, that pertain to any work performed by any longshore workers, clerks and other workers represented by the ILWU or one of its locals;

12) A copy of all contracts identified in response to item (11) above;

PMA's response was that copies will be provided upon request. The ILWU already made this request in the August 17 letter and does not understand why a second request is required. In any case, we once again ask that copies of the contracts be produced.

13) In light of reports that PMA and member companies have discussed changes in the terms and conditions of employment and other issues related to the pending contract negotiations directly with officials and members of ILWU locals (which, if true, the ILWU strongly objects and demands that this cease), please provide the following information and documents for each and every such meeting or discussion:

- 1) The date;
- 2) The names of all individuals who were present and their company or union affiliation;
- 3) A detailed description of what was discussed;
- 4) A detailed description of any agreements or understandings reached;
- 5) Copies of all documents, letters and contracts that pertain to any such discussion or meeting;

PMA responded by essentially denying the facts contained in the question. Accordingly, the ILWU is presently investigating this matter to confirm PMA's response and to obtain particulars for additional information requests.

14) In light of the different accounts and continuing questions regarding the negotiation and adoption of the 26th Amendment to the ILWU-PMA Pension Plan and especially how it has impacted bargaining unit members, please provide the following information:

- 1) As to every meeting and discussion in which the terms or conditions for the 26th Amendment were negotiated by PMA and Union representatives, identify the date, the names of those present and their company or union affiliation;
- 2) A detailed description of any agreements and understandings reached concerning the 26th Amendment and concerning any other matter negotiated with the 26th Amendment;
- 3) A detailed description of the benefit, quid pro quo or any other item of value that participants and beneficiaries of the Plan received or are supposed to receive in exchange for or as part of the agreement as to adoption of the 26th Amendment;
- 4) A detailed description of any benefit, quid pro quo or other item of value that the ILWU, any of its locals or any ILWU officials or employees received or were supposed to have received in exchange for or as part of the agreement as to adoption of the 26th Amendment;
- 5) Copies of all documents, correspondence, letters and contracts pertaining to negotiations and agreements as to the 26th Amendment.

PMA's response to item #14 and its subparts is "PMA has no responsive information and documents other than those that were exchanged" in the negotiation and adoption of the 26th Amendment. This response is patently improper. Whatever may have been exchanged in the past, PMA must comply in full with this request even if it means producing some information or documents already in the possession of the ILWU. It should go without saying that an important purpose in making any request for information is to confirm information believed to be known and compare it to the response. Also, item #14 seeks information about discussions, meetings and events involving former ILWU officers and which are not fully known to the ILWU. It is known that you had discussions and meetings with Brian McWilliams, outside the presence of other ILWU officials, regarding the 26th Amendment. The rumor is that you and Brian cut some type of deal in which ILWU members or others would receive certain benefits in exchange for ILWU agreement to the 26th Amendment. We are entitled to know all details concerning such matters as requested in item #14.

15) All information and documents that reflect any reports, analysis or findings as to how work rules and other practices and provisions under the PCLCA affect productivity as to the movement of cargo and containers at facilities covered by the PCLCA.

16) All information and documents that reflect any reports, analysis or findings as to how work rules and practices in other U.S ports not covered by the PCLCA affect productivity as to the movement of cargo and containers at such facilities;

17) All information and documents that reflect any reports, analysis or findings as to how work rules and practices in ports outside the U.S. affect productivity as to the movement of cargo and containers at such facilities;

18) All information and documents that support or contradict the facts and claims reported on the front page of the Wall Street Journal on July 9, 2001;

PMA refused to provide any information and documents in response to items #15 through #18, and, instead, stated that it "will provide the Union with support for any claims or assertions it may make concerning the effect of its proposals on manpower or productivity issues." This response is blatantly improper and in bad faith. PMA has repeatedly told the Union and the news media that it believes ILWU work rules and practices severely harm productivity as compared to other ports outside the West Coast. PMA has made known its intent to raise this in bargaining and make proposals to change work rules and practices. PMA must, therefore, produce the information and documents requested in items #15 through #18. If, however, PMA now commits not to raising such issues in bargaining, then it need not produce the requested information and documents at this time.

19) All information and documents that reflect any reports, analysis, findings or

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comparisons concerning health and safety conditions, including incidents of accidents, injuries, death and damage to cargo and equipment, in ports covered by the PCLCA, in other U.S. ports not covered by the PCLCA and in ports outside the U.S.

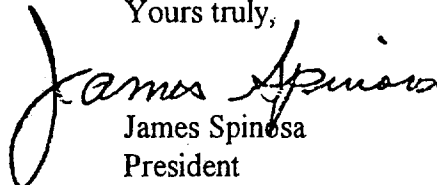
PMA response is that it does not have such information. Clearly PMA member companies do have responsive information and documents. Information as to health and safety in other ports is a critical component to understanding the wisdom and consequence of adopting work rules and practices from such ports as called for by PMA.

All of these matters directly relate to the administration of the PCLCA and the Union's representation of the Coastwise bargaining unit. They also affect the Union's bargaining positions and strategies for the pending PCLCA negotiations. For these and other reasons, the Union requests the following information and documents:

The ILWU considers PMA and the member companies in violation of the National Labor Relations Act for failure to provide timely and complete responses to the Union's information request of August 17, 2001. Without waiving or excusing such violation, the ILWU insists that the information and documents listed above be produced in full by no later than **February 1, 2002**. A complete and timely response is necessary in order for the Union to monitor compliance with the PCLCA, to ensure that fiduciary obligations of Plan trustees and advisors have not been breached, to formulate bargaining positions and strategies for the pending PCLCA negotiations and to determine the existence of any contractual and legal claims that the Union may want to pursue for the benefit of the PCLCA bargaining unit.

I must inform you that PMA's past and continuing inadequate response to the Union's information requests will most certainly result in the Union seeking all available legal remedies. Should you have any questions as to the request made here, please let me know in writing as soon as possible and well before February 1, 2002, so that we can have PMA's complete and timely response.

Yours truly,



James Spinoso
President

JS/lk
cwa39521

cc: ILWU Coast Committee