

<p>IN THE MATTER OF A CONTROVERSY</p> <p>BETWEEN</p> <p>PACIFIC MARITIME ASSOCIATION</p> <p>AND</p> <p>INTERNATIONAL LONGSHORE AND WAREHOUSE UNION LOCAL 63</p> <p>Re: Alleged Violation of Section 1 of the PCCCD by SSAT at Berths 245 and 90 Long Beach</p>	<p>SCAA-0033-2009</p> <p>Opinion and Decision</p> <p>of</p> <p>David Miller Area Arbitrator</p> <p>July 22, 2009</p> <p>Long Beach, California</p>
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The hearing was held at 9:20 AM on July 22, 2009 at 300 Oceangate 12th Floor, Long Beach, California. Each party was afforded full opportunity for examination and presentation of relevant arguments, documents, and testimonies of witnesses. A Certified Shorthand Reporter was in attendance and recorded a transcript of the hearing.

APPEARANCES:

FOR THE EMPLOYERS:

Carl Halbert
Jacqueline Ferneau
Pacific Maritime Association

FOR THE UNION:

Adrian Diaz
Joe Gasperov
ILWU Local 63

ALSO PRESENT:

R. Maynez, Local 63
T. Kennedy, PMA
K. Harryman, SSA
L. England, SSA
A. Bates, SSA
S. Ferrigno, SSA
B. Mannino, SSA
A. Baddeley, SSA
C. Alsop, SSA
M. Nichols, SSA
M. Grant, SSA

ISSUE:

Whether SSAT at Terminals 245 and 90 Long Beach are in violation of Section 1 of the PCCCD by assigning the input of updating seal numbers and cargo dimensions into the computer system by NBUP.

DISCUSSION:*UNION:*

The Union asserts that this issue was decided in the Union's favor in SCAA-0011-2007.

Within the instant dispute, the Union's claim is that when a container is received a marine clerk enters the original seal number into the computer. At a later time for a variety of reasons the above seal is replaced on the container and a NBUP is allowed to enter the new seal number into the computer. As to the issue of the input of cargo dimensions the Union's claim is the same as above except that such is done at a later time after the cargo was received.

In support of the Union's position, numerous sections of Section 1 were offered into evidence.

EMPLOYER:

The Employer's position is that the work functions in dispute have been historically performed by NBUP.

It is the contention of the Employer that the job functions in dispute are recognized in the 1953 Port Supplement as general office work and not that of a marine clerk.

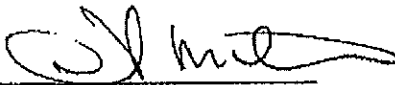
OPINION:

This issue is consistent in substance to that of SCAA-0011-2007 and there is no evidence submitted by the Employer to persuade this Arbitrator to attain a final decision contrary to SCAA-0011-2007.

The Master Agreement is again the controlling document and Section 1 is unambiguous in describing the job functions of this issue.

DECISION:

1. SSAT at Berths 245 and 90 Long Beach is found in violation of Section 1 of the PCCCD by allowing other than ILWU marine clerks the updating and recording of information.
2. SSAT at the above terminals shall assign the job functions in the instant dispute to marine clerk immediately.



David Miller
Area Arbitrator
Southern California

Dated: August 19, 2009