

**SUMMARY OF PCCCD TECH FRAMEWORK & SECTION 1 ARBITRATIONS, COASTWISE -- EDITOR: ROBERT A. MAYNEZ, LOCAL 63**

January 2003 to Present

Area Award	Employer/ Term	Issue	Union & Employer Position	Area Award Decision	CLRC Outcome	Coast Arbitration Decision
<i><b>SOUTHERN CALIFORNIA</b></i>						
<b>2003</b>						
SCAA-10-2003, issued 3/31/03	SSA and MTC (Port Hueneme)	Inspecting for explosives – Mazda autos discharged from a vessel bound for Navy property	Union: it's Clerks' work to inspect cargo for irregularities.  Employer: it's not Clerks' work	The employers are not guilty. Past practice = Clerks record exceptions, tally, sort, and record notations.  Employers won.		
SCAA-23-2003, issued 6/11/2003	SSA, Beth 245 (Long Beach)	Entering hazardous cargo information into the computer	Union: all clerical functions related to receiving cargo = Clerks' work. It's done in other ports and APL in LA/LB.  Employers: 1. It's General Office work = OCU work. 30-year practice. 2. Union has slept on its rights.	The employers are not guilty.  Employers won.		
SCAA-40-2003, issued 9/30/03 (& SCAA-49-2003 (implementation)	TraPac	Tech Procedural Issue		Employers will turn over various documents  Union won.		
SCAA-41-2003, issued 10/2/2003	SSAT, LB-90	Tech Procedural Issue – employers' implementation of MODATs in tophandlers.	Union: employers violated the Tech Framework by not using it when implementing this new technology. Employers: it's a new method of operation - belongs at the Coast, not here. It's not arbitrable.	The employers are guilty of not using the Tech Framework when introducing the Tech. Employers will cease using the MODATs in the tophandlers and will follow the Tech Framework <b>Union won</b>		

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<b>2004</b>						
SCAA-8-2004, issued 5/10/04	SSA, Pier A (Long Beach)	<b>Mainsail -- Yard Planning --</b> Non-Clerks inputting container numbers and yard locations into a computer	<b>Union:</b> it's clerks' work. <b>Employers:</b> it's vessel planning work that belongs in Salt Lake City. And if anything, it's General Office work per the LA/LB Port Supplement	<b>Employers are guilty.</b> It's not vessel planning work; it's yard planning work which is Clerks' work; Marine Clerks shall be assigned all yard planning duties required by SSA for empty containers presently being done by SSA management including planning and determining what specific empty piles or empties from wheels will be loaded to the vessel. <b>Union won.</b>	3/4/04 disag.	<b>C-10-04, UPHELD SCAA-8-2004.</b> Data inputting for yard planning (location for empties) is Marine Clerks work. Determination of which specific empties will be loaded to the vessels is employers' prerogative. Executing the flow of the cargo (empties), including yard location, is clerks' work.
SCAA-13-2004, dated 6/21/2004	TraPac	<b>WhereNet -- Non-Marine Clerks inputting/registering</b> WhereNet electronic tags and assigning tag numbers to equipment into a computer.	<b>Union:</b> this is Marine Clerks' work that has been created by new technology. <b>Employer:</b> Clerks have never done this work, the Union is trying to expand Section 1.	<b>Employers are guilty.</b> TraPac shall assign the inputting of WhereNet tags and equipment to Marine Clerks. This work shall be considered an addition to Section 1 at the TraPac terminal. <b>Union won.</b>	4/7/04: disag.	
SCAA-17-2004, issued 8/13/04	LBCT	<b>OCR -- Non-Marine Clerks (security guards) verifying container and chassis numbers</b> at the out gate	<b>Union:</b> it's Marine Clerks' work to verify container and chassis numbers. <b>Employers:</b> it's security guard work as in the past.	<b>The employers are guilty --</b> it's a violation of Section 1 when LBCT activates the monitor in the guard booth to verify/check container and chassis numbers. <b>Union won.</b>	4/7/04: disag.	

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SCAA-18-2004, issued 8/13/04	LBCT	Non-Marine Clerks (OCU) <b>updating and maintaining databases for containers and chassis</b> – when container enters the terminal and it is determined that it does not exist in database, OCU researches and enters container and/or chassis info into database.	<b>Union:</b> it's Marine Clerk work. <b>Employers:</b> the Marine Clerks have never performed this work and they have slept on their rights.	<b>The employers are guilty.</b> The updating and maintaining of databases for containers and chassis is traditional marine clerks' work. <b>Union won.</b>	4/7/04: disag.	<u><b>C-3-05, 4/25/05: SCAA-18-2004</b></u> remanded to local parties to meet and discuss issue of whether or not parties reached agreement in 1989 that the work in question would be performed by OCU rather than Marine Clerks.
SCAA-19-2004, issued 8/13/04	LBCT	Non-Marine Clerks (OCU) <b>updating and maintaining truck information databases for truck companies, including trucker code and driver code.</b>	<b>Union:</b> it's Marine Clerk work.  <b>Employers:</b> this is Section 1 and not Tech Framework; this is General Office work to be performed by OCU.	<b>The employers are guilty.</b> The updating and maintaining of databases for truck companies as it relates to receiving and delivering cargo shall be assigned to Marine Clerks.  <b>Union won.</b>	4/7/04: disag.	<u><b>C-3-05, 4/25/05: SCAA-19-2004</b></u> remanded to local parties to meet and discuss issue of whether or not parties reached agreement in 1989 that the work in question would be performed by OCU rather than Marine Clerks.
SCAA-20-2004, issued 8/13/04	LBCT	<b>OCR and Card Readers – Truck drivers inserting drivers' ID cards into readers.</b>	<b>Union:</b> it's Marine Clerk work – we'll stick the card into the reader. <b>Employer:</b> that is unnecessary duplication under the Tech Framework.	<b>The employers are not guilty. Employers won.</b>	4/7/04: disag.	

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SCAA-28-2004, issued 10/8/04	TraPac	[Section 17 Process]  Steady Chief Supervisor functions. Chief Supervisor retires and employers assign the functions to management	Union: it's marine clerks' work.  Employers: Section 1.253 gives us discretion on hiring chief supervisors; also, new technologies have replaced the functions of the chief supervisor.	The employers are guilty. They cannot assign marine clerk functions to management.  Union won.		C-6-06, dated 4/24/06: <u>SCAA-28-2004</u> is VACATED and remanded to Area Arbitrator due to (1) appearance of bias and (2) rationale ambiguity. Chief Super. will be employed pending further hearings. <u>See SCAA-42-2006.</u>
SCAA-38-2004, issued 1/31/05	Maersk (APM)	[Section 17 Process] – Non-Marine Clerks re-printing EIRs	Union: it's marine clerks' work  Employers: it's not marine clerks' work	The employers are not guilty. They can reprint an EIR, but marine clerks input and make changes to the original EIR.  Employers won.		
2005						
SCAA-4-2005,	TraPac	<u>Issue 2</u> : Flowing Cargo – truck driver inserting buck slip into electronic reader, communicating with transtainer operators.	Union: <u>Issue 2</u> – truck drivers are doing clerks' work by communicating instructions to longshore operators. <u>Issue 4</u> – transtainer operators are performing clerks' work by verifying container numbers.	<u>Issue 2</u> : TraPac is guilty of violating Section 1 by allowing truckers to convey & direct the flow of cargo to longshoremen using electronic reader. <u>Issue 4</u> : TraPac is not guilty when transtainer operators verify numbers on a screen and contact a TCC clerk when a problem is discovered. Split decision		
		<u>Issue 4</u> : transtainer operator verifying container numbers on screen & container numbers highlighted in red to be delivered.	Employers: <u>Issue 2</u> – no violation. Yard pedestal replaced a clerk. <u>Issue 4</u> – no violation. This is similar to a clerk handing slip to UTR driver & reporting back to clerk with any problems.			

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SCAA-8-2005, issued 3/25/05	TraPac	Non-implementation of <u>SCAA-4-2005</u> ; truck driver still inserts buck slip and TCC clerk pushes a button to communicate to transtainer operator	<b>Union:</b> the employers have not implemented. <b>Employers:</b> we have implemented	Union motion granted: "A marine clerk, in the TCC, will have direct communication with each trucker picking up a container at the transtainer. A clerk will control each trucker as he/she approaches the pedestal and will determine what container is to be delivered and what spot it is located in. A clerk will then open the gate arm and direct that trucker to the appropriate location and trans. A clerk will then communicate directly with the trans operator as to what container needs to be delivered in what location. <b>Union won.</b>		
SCAA-13-2005, issued 6/13/05	MTC/ WBCT (Yang Ming), Seaside (Evergreen), and TTI (Hanjin)	Non-Marine Clerks (Now Solutions) inputting the serial numbers for each device into a database and <b>marrying the device to container handling equipment.</b>	<b>Union:</b> it's Marine Clerks' work. <b>Employers:</b> it's not traditional marine clerk work and rekeying is not allowed by MOU.	<b>The employers are guilty of violating Section 1</b> by allowing Now Solutions to input data into a computer that pertains to container handling equipment. The info shall be deleted and marine clerks will re-enter the original information provided by mechanics. <b>Union won.</b>	3/10/05: disag.	
SCAA-23-2005, issued 9/15/05	TraPac	<b>Tech procedural issue --</b> Implementation of OCR cameras at the yard pedestals – No Tech letter issued	<b>Union:</b> this is a procedural dispute; the employers are required to issue a new technology tech letter;  <b>Employers:</b> we disagree. We are in compliance with SCAA-8-2005	<b>The employers are not guilty.</b> This is a continuation of SCAA-4-2005 and SCAA-8-2005 and the operation has not changed.  <b>Employers won.</b>		

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SCAA-29-2005, issued 11/29/05	SSAT	Rail and Yard Planning (see award for specific duties)	<b>Union:</b> it's Marine Clerks' work;  <b>Employers:</b> it's not Marine Clerks' work	<b>The employers are guilty.</b> The following functions shall be assigned to marine clerks:  <b>Yard Planning:</b> Create & delete all yard blocks; Assign block properties; Edit block properties; Position a block on terminal layout; Input gate criteria sets; Create and change criteria sets. Prepare, confirm, distribute, and reconcile all documents listed in U exhibit 10.  <b>Rail Planning:</b> Set-up rail tracks; set-up rail car classes and make changes; define rail schedule; define rail service properties. <b>Union won.</b>		
SCAA-34-2005, issued 12/19/05	SSA, Berth C-60	Tech Procedural Issue -- Union not complying with information request	<b>Union:</b> employers are asking for an interpretation of the Framework and trying to frustrate.  <b>Employers:</b> the Union must follow the Framework and comply.	<b>The Union is guilty</b> of not providing answers to eleven (11) information requests.  <b>Employers won.</b>		
SCAA-35-2005, issued 12/23/05	Yusen Terminals	Non-marine clerks (WhereNet) registering WhereNet tags and assigning CHE to the tags + Union procedural claims	<b>Union:</b> WhereNet is performing Marine Clerks' work.and YTI is not complying with Tech procedures.  <b>Employers:</b> we disagree.	On Section 1 violation, the issue is remanded to the JPLRC. <b>Employers are not guilty.</b>  On procedural complaints, the <b>employers are guilty.</b> They shall provide demos, documents, and knowledgeable reps. <b>Split decision.</b>		

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SCAA-37-2005, issued 1/10/06	MTC/WBCT	<b>Rail Coordinator functions</b>	<p><b>Union:</b> employers have assigned rail coordinator work to lesser-paid clerks and management and eliminated coordinator position.</p> <p><b>Employers:</b> we have the discretion to make operational changes that do not subject them to unnecessary men.</p>	<p>The job title "Rail Coordinator" does not exist in PCCCD or Tech Framework. Rail planners do exist, however. <b>The employers are not guilty.</b></p> <p><b>Employers won.</b></p>		
SCAA-38-2005, issued 2/6/06; see also <u>SCAA-9-2006</u> (non- implementation hearing)	Pasha Stevedoring – National City, San Diego	[Section 17 process] Pasha Stevedoring was allowing Hodge Logistics and Pasha Group to <b>receive &amp; deliver autos &amp; other cargo without using Marine Clerks</b>	<p><b>Union:</b> employers are allowing a PMA non-member company to perform Section 1 work.</p> <p><b>Employers:</b> this belongs in the Technology Framework. Additionally, Pasha Group is not under the PCCCD.</p>	<p><b>Pasha Stevedoring is guilty of violating Section 1.</b> PST shall immediately employ marine clerks to perform the functions currently being performed by non-Marine Clerks.</p> <p><b>Union won.</b></p>		
<b>2006</b>						
SCAA-12-2006, issued 4/3/06	CUT and YTI	Tech Procedural Issue – <b>RFID tags.</b>	<p><b>Union:</b> employer must meet at B1 when implementing RFID tags</p> <p><b>Employer:</b> RFID tags are for security, not clerks work – don't need to meet w/ Union.</p>	<p>Employers seeking to implement RFID tags must meet with the Union pursuant to Tech Framework Section B1.</p> <p><b>Union won.</b></p>		

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SCAA-20-2006, issued 7/20/06 <u>Section 17 vs The Framework</u> case.	SSA/Matson Auto Berth 60	VinSight --Non-clerk entering driver's paper work and assigning tracking numbers – also Tech procedural issue – Section 17 v. Framework	Union: it's traditional marine clerk work Employer: it's OCU work & Union must stay in the Framework, not exit and use Section 17	SSA/Matson is guilty of violating Section 1 and must assign the work to marine clerks. Union won.	Disagreement	<u>C-20-06</u> – this case should have been heard under the Framework, not Section 17. "The underlying case is remanded to the Area Arbitrator for consideration in light of this decision. His prior ruling will remain in effect as an interim ruling."
SCAA-22-2006, issued 7/28/06	SSAT/Mat-son Auto Berth 60	Inspecting and recording exceptions on Nissan autos bound for Hawaii	Union: it's marine clerk work Employer: employer agreement with Nissan allows non clerks (SGS) to perform this.	SSA/Matson is guilty of violating Section 1 -- It's Marine Clerk work. Union won.		
SCAA-29-2006	TraPac	<i>Yard Planning --The work and functions of assigning a "YP" code to yard work; Terminal Holds; Planning the particular place in the yard that containers will be discharged from a vessel; and planning the particular place in the yard empties will be loaded to the vessel.</i>	Union: it's marine clerk work – employers have violated Section 1 by assigning to non-clerk vessel planners in Austin, Texas; Employer: it's mangement work	TraPac is guilty of violating Section 1 - it's Marine Clerk Work.	Disag.	<u>C-3-07</u> : The following is marine clerks work: 1. Inputting of container id for special handling (YP codes); 2. Inputting of container holds and releases: 3-4 . Planning the particular place in the yard containers wil be dischared from a vessel and planning the particular place in the yard, emptiers will be loaded to the vessel. Union won.



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SCAA-34-2006, issued 9/29/06	LBCT	eModal/RFID – updating and maintaining databases for truck information (truck driver's license and name)	<p><b>Union:</b> LBCT is allowing Emodal to maintain databases in violation of Section 1.</p> <p><b>Employer:</b> it's free flow and not Union work</p>	<p><b>LBCT is guilty of violating Sec. 1.</b> It's marine clerk work. Note: precedent was <u>SCAA-19-2004</u>, affirmed in <u>C-3-05</u>.</p> <p><b>Union won.</b></p>	Disagreement	<p><u><b>C-11-2007</b></u> – Kagel, Gasperov, and Edwards to view Emodal facility (date later set for 11/14/07); Coast briefs submitted 1/25/08;</p> <p><b>C-1-2008</b>, dated 2/5/08 vacated <b>SCAA-34-06</b> <b>Employers won.</b></p>
SCAA-38-2006, issued	LBCT	Whether or not LBCT has fully implemented <u>SCAA-34-2006</u>	<p><b>Union:</b> LBCT has only given marine clerks an "approve screen" for one-touch approval, yet eModal continues to maintain the trucker information database</p> <p><b>Employer:</b> we've complied as best we can; (Note: Otto admits that a PMA member owns eModal)</p>	<p><b>LBCT is guilty of not fully implementing <u>SCAA-34-2006</u></b></p> <p><b>Union won.</b></p>		<b>C-1-2008</b> , dated 2/5/08-- vacated <b>SCAA-34-06</b> (and <b>SCAA-38-06</b> , by operation)
SCAA-40-2006, issued 11/22/06	TraPac	Whether or not TraPac has fully implemented <u>SCAA-29-2006</u>	<p><b>Union:</b> the employer has not complied.</p> <p><b>Employer:</b> we have given rekeying. Also, Union wants to interact with our customers</p>	<p><b>TraPac is guilty of not complying</b> – JPLRC shall meet to discuss implementation immediately.</p> <p><b>Union won.</b></p>		
SCAA-42-2006	TraPac	Employer elimination of Chief Supervisor	<p><b>Union:</b> employers cannot eliminate chief supervisor and shift duties to management</p> <p><b>Employer:</b> new technologies eliminated need for chief supervisor.</p>	<p><b>TraPac's motion to eliminate Chief Supervisor is denied.</b> The employers failed to prove that new technologies were involved and replaced marine clerks' work in this case.</p> <p><b>Union won.</b></p>		<u><b>C-13-07</b></u> : Employer appeal is denied. <b>Union won.</b> See also <u><b>SCAA-28-2004</b></u> & <u><b>C-6-06</b></u> .

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SCAA-45-2006, issued 1/23/07	APMT (rail)	Verifying stowage of containers loaded onto a train by ILWU workers	<b>Union:</b> it's Marine Clerks' work  <b>Employers:</b> we are merely performing a safety audit after train is loaded	<b>APMT is guilty</b> of violating Section 1 of the PCCCD and the Framework.  <b>Union won.</b>		
SCAA-46-2006, issued 2/18/07	SSA/PCT Berth 245	Directing UTR drivers as to what chassis and/or bomb cart that will be utilized on discharge operation.	<b>Union:</b> it's marine clerks' work to direct UTR operators as to chassis and/or bombcarts. <b>Employers:</b> it's Foremen's work per Section 1.1 of Foremen's agreement and past practice.	<b>SSA is guilty</b> of violating Section 1. The direction of what chassis and/or bomb-carts that is to be utilized by UTR drivers when discharging cargo at PCT Berth 245 Long Beach shall be assigned to marine clerks.		
<b>2007</b>						
SCAA-2-2007	LBCT	Whether or not LBCT has implemented <u>SCAA-34-2006</u> and <u>SCAA-38-2006</u>		LBCT is in full compliance <b>Employers won.</b>		
SCAA-11-2007	SSAT, Terminal C 60	<b>Inputting of seal number updates and cargo dimensions</b> (break bulk) into the computer system	<b>Union:</b> it's marine clerk work.  <b>Employer:</b> it's historically OCU work. The Union knew about this for more than 25 years.	<u>C-20-06</u> shall apply and be the guiding principle. There is no evidence that the Union could have reasonably known about the issue in dispute before the grievance was filed. <b>SSAT is guilty of violating Section 1</b> by assigning non-clerks the updating and recording of information in this matter.		
SCAA-12-2007, issued 5/1/07 "Sleeping on rights" case	APMT	<b>EDI/OCR</b> – Whether APMT is in violation of Section 1 by assigning the job function of <b>inputting information on rail containers that do not EDI (OCR)</b> when entering the terminal.	<b>Union:</b> it's marine clerks work to verify the containers and note containers that do not correspond to the EDI list. <b>Employer:</b> this is historically performed by marine clerks and regardless, it's OCU's work. The Union <b>slept on its rights</b> and lost its right to grieve jurisdiction here.	<u>C-20-06</u> shall be used as the guiding principle in this case – it is objectively reasonable to be convinced that the Union <b>should have known</b> about the job function in question. The Union was totally aware or should have been of a non-clerk doing its work. <b>APMT is not guilty of violating Section 1 of the PCCCD.</b> <b>Employers won.</b>		<b>C-9-07: SCAA-12-2007</b> is vacated. The work shall be assigned to "bargaining unit personnel." <b>Union won.</b>

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SCAA-22-2007, issued 10/5/07	MTC/WBCT	OCR on hammer head cranes --Whether MTC is allowing non-clerks (foremen) to perform marine clerks work (flowing cargo).	Union: of OCR recognizes an error, it shall go to the marine clerk for correction; Employer: the foremen can correct mistakes before the containers reach the OCR reader	It's marine clerk work. MTC is guilty of intentionally and in bad faith violating the PCCCD. There shall be no intrusion by non-clerks before the container reaches the OCR as it pertains to marine clerk work. Union won.		
2008						
SCAA-18-2008, issued 11/13/08	TraPac	Inputting trucker information for Wherenet/RFID tags for identification of truckers/port security	Union: it's marine clerk work to input trucker information for port security purposes Employers: truckers maintain their own information; it's not marine clerk work	The inputting of RFID tag information in this matter is not marine clerks work. Employers won.	11-20-08 Union non-confirmation letter, disagreement reached, <u>CLRC 1-2009, item 3(b)</u>	
SCAA-20-2008, issued 12/3/08	PAG/STS-Evergreen	Flowing the Cargo under the Hook	Union: the four functions of flowing cargo are traditional marine clerks functions under Section 1. Employers: it's Foremen's work	Marine Clerks work: 1) Directing the type of chassis and/or bombcarts that are to be utilized by UTR drivers when discharging cargo from the vessel, including a specific steamship line. 3) Directing UTR drivers which tophandler and yard spot to go to for discharge and load out. 4) The sequencing and segregation of cargo as it approaches or leaves the hook, including segregating by port of discharge and cargo type. 5) Directing the flow of cargo by telling UTR drivers to change direction under the hook to accommodate port of discharge or cargo type (for example, refrigerated cargo). Union won. □	12-8-08 Employer Non-confirm letter, Decision Issue 2, <u>CLRC 1-2009, item 3(a)</u> ; 2-19-09 Employer Non-confirm letter; <u>CLRC No. 04-09, item 2(b)</u> ; agreed, referred to Coast Arbitrator (see also <u>SCAA-24-2008</u> below)	<u>C-10-09</u> Issue 1: Foreman can direct UTR to get out of line if wrong bombcart or chassis (for safety); Issue 3: Marine Clerks provide info where UTR is to go for discharge & load out after initial assignment; Issue 4: Sequencing is Marine Clerks work; Foreman can direct the stowing of a conatiner; notify the Supercargo of any deviation from stow plan or move UTR out of line and advise Supercargo if container cannot be stowed; Item 5: Foremen can direct a change of direction under hook for proper stowage. Communication between Foreman and Supercargo does not violate Contract. <u>SCAA-20-2008</u> ; <u>SCAA-24-2008</u> , <u>SCAA-3-2009</u> are modified. Union won.

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<i>SOUTHERN CALIFORNIA</i>						
SCAA-24-2008, issued 12/22/08	PAG/STS- Evergreen	Union claim of employer non-implementation of SCAA-020-2008	Union: employers haven't implemented. Employers: we have implemented to the best of our ability.	<p><b>Item No. 1:</b> Directing the type of chassis and/or bombcarts that are to be utilized by UTR drivers when discharging cargo from the vessel, including a specific steamship line. <b>The clerk shall direct such described work whether such work function be electronically or otherwise. There shall be no participation by any NBUP (Foremen) within this job function.</b></p> <p><b>Item No. 3:</b> Directing UTR drivers which tophandler and yard spot to go to for discharge and load out. <b>The clerk shall perform such work electronically or otherwise. There shall be no participation by any NBUP (foremen) within this job function.</b></p> <p><b>Item No. 4:</b> The sequencing and segregation of cargo as it approaches or leaves the hook, including segregating by port of discharge and cargo type. The clerk shall perform such work electronically or otherwise. There shall be no participation by any NBUP (foremen) within this job function. <b>Item No. 5:</b> Directing the flow of cargo by telling UTR drivers to change direction under the hook to accommodate port of discharge or cargo type (for example, refrigerated cargo). The clerk shall direct, check/verify and sequence such cargo. At the Employer's discretion the NBUP (foremen) shall be allowed to only position such cargo under the hook if needed to allow for proper loading. <b>Union won.</b></p>	2-19-09 Employer Non-confirm letter; CLRC No. 04-09, item 2(b); agreed, referred to Coast Arbitrator (See also <u>SCAA-3-2009</u> below)	<b>C-10-09</b> Issue 1: Foreman can direct UTR to get out of line if wrong bombcart or chassis (for safety); <b>Issue 3:</b> Marine Clerks provide info where UTR is to go for discharge & load out after initial assignment; <b>Issue 4:</b> Sequencing is Marine Clerks work; Foreman can direct the stowing of a container; notify the Supercargo of any deviation from stow plan or move UTR out of line and advise Supercargo if container cannot be stowed; <b>Item 5:</b> Foremen can direct a change of direction under hook for proper stowage. Communication between Foreman and Supercargo does not violate Contract. <u>SCAA-20-2008</u> ; <u>SCAA-24-2008</u> , <u>SCAA-3-2009</u> are modified. <b>Union won.</b>

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January 2003 to Present

Area Award	Employer/ Term	Issue	Union & Employer Position	Area Award Decision	CLRC Outcome	Coast Arbitration Decision
SOUTHERN CALIFORNIA						
2009						
SCAA-3-2009, issued 2/12/09	PAG/STS-Evergreen	Non-implementation of SCAA-20-2008 and SCAA-24-2008	Union: the employers are still allowing non-clerks to direct the type of chassis or bombcarts that are to be utilized by UTR drivers when discharging cargo from the vessel (item 1) and allowing non-clerks to perform sequencing and segregation of cargo as it approaches or leaves the hook. Also the employers are guilty of Section 18.1 subterfuge and bad faith. Employers: we have implemented to the best of our ability. The foremen check the cargo and report problems to the supercargo.	The employer is guilty of failing to implement SCAA-20-2008 and SCAA-24-2008 by utilizing foremen to perform marine clerks work as alleged by the Union. As of February 10, 2009, they are now in compliance and shall abide by that work practice observed by the arbitrator; A ruling on Section 18.1 is held in abeyance at this time. Union won.	2-19-09 Employer Non-confirm letter; CLRC No. 04-09, item 2(b); agreed, referred to Coast Arbitrator	C-10-09 Issue 1: Foreman can direct UTR to get out of line if wrong bombcart or chassis (for safety); Issue 3: Marine Clerks provide info where UTR is to go for discharge & load out after initial assignment; Issue 4: Sequencing is Marine Clerks work; Foreman can direct the stowing of a conatiner; notify the Supercargo of any deviation from stow plan or move UTR out of line and advise Supercargo if container cannot be stowed; Item 5: Foremen can direct a change of direction under hook for proper stowage. Communication between Foreman and Supercargo does not violate Contract. SCAA-20-2008; SCAA-24-2008, SCAA-3-2009 are modified. Union won.

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January 2003 to Present

Area Award	Employer/ Term	Issue	Union & Employer Position	Area Award Decision	CLRC Outcome	Coast Arbitration Decision
SOUTHERN CALIFORNIA						
SCAA-5-2009, issued 2/20/09	SSA	Non-clerks inputting trucker information into database created by SSA/e-Modal for RFID purposes & non-clerks (longshore trans drivers) confirming containers through MODAT	Union: the Employers outsourced the trucker information database to a company called eModal created and controlled by SSA; additionally, longshore operators are verifying and confirming containers through use of technology; Employers:we don't own eModal and regardless, we are allowed to "free flow;" in regard to the longshore trans operators verifying and confirming; they are merely using technology that is allowed under the Framework.	The employers are not guilty as to both issues. The employers did not initiate nor do they operate the eModal database and transtainer operators are merely using a "new" method using technology as compared to an "old" method without technology. The clerk still gives the specific order using technology and the order is received by the trans operator through the MODAT. Employers won.	3-2-09 Union Non-Confirm letter; CLRC 04-09, item 2c. Disagreement reached.	C-14-2009 - Issue 1 as to RFID, etc. is remanded to the President of the ILWU and PMA, then to the CLRC, Coast Arbitrator retaining jurisdiction; As for Issue 2, the Area Arbitrator's decision is confirmed. Per C-7-09 and 1996 MOU letter, Equipment operators can match locations and container marks. <u>However, when any discrepancy arises in the combination of location and container number is to be corrected by a Marine Clerk.</u>

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January 2003 to Present

Area Award	Employer/ Term	Issue	Union & Employer Position	Area Award Decision	CLRC Outcome	Coast Arbitration Decision
<b><i>SOUTHERN CALIFORNIA</i></b>						
SCAA-6-2009, issued 2/20/09 --- Local 29, San Diego	PMA - San Diego	CWOG as it pertains to night clerks	<b>Union:</b> Marine Clerks have the freedom to check in as a day clerk or night clerk anytime they so choose and there is not shift restrictive language regarding CWOG. <b>Employers:</b> there is an insufficient amount of shifts available to provide adequate shifts to clerks checked in on the night clerk board; it's costing the employers a lot of money.	The preponderance of the evidence submitted by the Employer confirms their claim that the night clerks within Local 29 are using gimmicks to avoid their work responsibility and receive monetary compensation by not working. Too many jobs are going to non-marine clerks on the day shift. <b>Effective February 21, 2009, the night clerk board in Local 29 shall be suspended indefinitely. Employers won.</b>		
SCAA-11-2009, issued 3/25/09	PMA	Shall the Employer be obligated to make CWOG payments on the Friday following the previous week where CWOG occurred	<b>Union:</b> the Employers are obligated to pay CWOG the week after the obligation accrued; CWOG is equivalent to pay; <b>Employers:</b> we need time to perform an audit on CWOG each week; we can't be tied to weekly CWOG pay.	The issue of what payroll week valid CWOG payments shall be made is beyond the authority of this Area Arbitrator. <b>Employers won.</b>		
SCAA-33-2009	SSAT 245 & 90	Whether SSAT at 245 & 90 are in violation of PCCCD Section 1 by assigning the input of updating seal numbers and cargo dimensions into the computer system by non-Marine Clerks.	<b>Union:</b> It's Marine Clerk work to update seal numbers after the marine clerks' original input and to enter cargo dimensions later in the cargo handling process; <u>SCAA-0011-2007</u> supports this; <b>Employers:</b> this is historical office work recognized by 1953 Port Supplement, not marine clerks' work.	1. SSAT is guilty of violating PCCCD Section 1 by allowing other than Marine Clerks to update and record this information. 2. SSAT shall assign these functions to marine clerks immediately. <b>Union won.</b>		

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January 2003 to Present

Area Award	Employer/ Term	Issue	Union & Employer Position	Area Award Decision	CLRC Outcome	Coast Arbitration Decision
<i>SOUTHERN CALIFORNIA</i>						
SCAA-037-2009, issued 9/22/09	ITS	Whether ITS is in violation of Section 1 of the PCCCD by assigning the input of updating generator set information and updating container damage information	<b>Union:</b> it's our work; <b>Employers:</b> this is general office work covered by the 1953 Port Supplement and is not Marine Clerks' work.	1. ITS is guilty of violating Section 1 of the PCCCD by allowing NBUP to perform Marine Clerk work. 2. ITS shall immediately assign the job functions in the instant dispute to marine clerks. <b>Union won.</b>		
SCAA-0049-2009, issued 12/2/09	SSA, San Diego	Whether SSA is in violation of the Tech Framework and Section 1 of the PCCCD by allowing NBUP to input the status of containers on dock and under the control of SSA?	<b>Union:</b> NBUP are making changes in the computer system by showing that a "full" container is now an "empty" container while such container is on the terminal and under the employers' control. This case involves a cold storage warehouse that is within the confines of the 10th Street Terminal ("I" dock) that is under the control of SSA. <b>Employers:</b> this warehouse is under the control of Harborside, a non-PMA member and the computer sytem used by Harborside is independent of SSA's Mainsail system.	SSA has no proprietary interest in "I" dock; "I" dock is essentially a facility beyond the perimeter of the Terminal and under the control of a non-PMA member; the Union's claim is denied; <b>Employers won.</b>		



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<i>SOUTHERN CALIFORNIA</i>						
<b>2010</b>						
SCAA-0001-2010, issued 1/21/2010	PAG-WBCT, Port of Los Angeles	<b>Issue 1:</b> Has the Union expanded the original Tech Framework issue? <b>Issue 2:</b> Whether PAG is in violation of Section 1 and Tech Framework as it pertains to Superintendents performing Clerks' work - i.e., flowing cargo and checking by monitoring and interjecting? (paraphrased)	<b>Union-Issue 1:</b> the issue is all inclusive. <b>Employers-Issue 1:</b> the Union has expanded the issue. <b>Union-Issue 2:</b> Within the TCC, superintendents are performing monitoring/checking the flow of cargo using identical computers screens as the Marine Clerks and adjacent to the Marine Clerks. Superintendents are checking and correcting flow of cargo issues which is Marine Clerks work; <b>Employers-Issue 2:</b> the Employers have a Contractual right to monitor for the purpose of supervision.	<b>Issue 1:</b> the Employers' claim is denied. The issue has not been expanded. <b>Issue 2-</b> Opinion: the Arbitrator observed superintendents within a few feet of clerks in the TCC monitoring and checking each ship and cargo move; PAG has created a subterfuge by allowing superintdents to mimic the work functions of PCCCD Section 1, i.e., checking/monitoring; the Employer is disingenuous in allowing superintendents to become the "extra clerk" or "extra set of eyes" to monitor/check the flow of cargo. <b>Decision:</b> 1. PAG/WBCT is guilty of violating Section 1 and Tech Framework. PAG shall turn off all superintendents computer screens in the identified areas immediately and they shall remain off. 3. Any questions or clarification needed - contact the Area Arbitrator. <b>Union won.</b>		
SCAA-0002-2010, issued 1/25/2010	PAG-WBCT, Port of Los Angeles	Non-implementation of SCAA-0001-2010	The <b>Union's position</b> is that the Arbitrator ruled in SCAA-0001-2010 that all identified superintendents' computer monitors be turned off without exception; the <b>Employers' position</b> is that the monitors can stay on as long as the marine clerks' program is not accessible.	<b>Opinion:</b> the Arbitrator's decision in SCAA-0001-2010 was based on the facts and circumstances presented at that time, the Employers are now trying to introduce new evidence; there was no evidence submitted prior to persuade the Arbitrator that any other usage other than what was discussed on the record of the computers at issue was considered. <b>Decision:</b> 1. PAG is found guilty of not implementing SCAA-0001-2010 in violation of Section 17.57 of the PCCCD. 2. If the Employer continues to not implement Item No. 2, then Section 17.282 of the PCCCD may be used. <b>Union won.</b>		