

IN THE MATTER OF A CONTROVERSY

BETWEEN

PACIFIC MARITIME ASSOCIATION

AND

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION
LOCAL 13

Re: Section 10.51 Issue at TraPac Terminal

SCAA-0007-2014

Opinion and Decision

of

David Miller
Area Arbitrator

April 14, 2014

Long Beach, California

The hearing was held at 10:30 a.m. on Monday, April 14, 2014, at 920 West Harry Bridges Blvd., Wilmington, California. Each party was afforded full opportunity for examination and presentation of relevant arguments, documents, and testimonies of witnesses. There was no transcript made of the proceedings.

APPEARANCES:

FOR THE EMPLOYERS:

Steve Fresenius
Pacific Maritime Association

FOR THE UNION:

Mark Mascola
Harry Dong
Bobby Olvera, Jr.
ILWU Local 13

ALSO PRESENT:

J. Bridges, PMA
C. Lindsay, PMA
S. Axelson, TraPac
J. Mascola, Local 63
L. Manzo, Local 13
D. Shelton, OTS
D. Miranda, Local 94
M. Trudeau, Local 94
E. Alexander, Local 94
J. Gasperov, Local 63
M. Ponce, Local 63
C. Doucette, LBCT
A. Otto, LBCT
J. Beghin, LBCT
B. Naefke, LBCT
F. Pisano, TraPac

A. Kustich, Local 13
M. Main, Local 13

ISSUE:

What shall the manning be as it pertains to the new method of ship operation at the TraPac terminal.

BACKGROUND:

This Arbitrator was requested by the parties as per Section 10.51, sub-section (c) of the PCLCD.

"Section 10.51

When new methods of operation are introduced after June 20, 1972, the Employers at the Coast level shall submit to the Union a letter describing the operation and the proposed ship manning prior to the anticipated start of the operation. A copy of the letter shall be transmitted to the local Union in the port or ports where the new method of operation will take place. After such notification the following procedure shall be implemented:

(a) The Joint Port Labor Relations Committee in the port where the new operation is to first take place shall meet promptly and reach agreement or disagreement on the employers' proposed manning at least 48 hours prior to the anticipated initial starting time of the new operation. If agreement is reached on the employers' proposed manning, such manning shall be ordered for the initial working shift of the ship.

(b) If the Joint Port Labor Relations Committee under step (a) above does not reach agreement on the ship manning proposed by the employers, the matter shall be immediately referred to the Area Arbitrator for resolution. The Area Arbitrator shall issue a prompt interim decision on the manning to be ordered for the initial working shift of the ship.

(c) On the initial working shift of the ship, either party at the local level may request a Joint Port Labor Relations Committee meeting to observe the manning established by either step (a) or (b) above. If either party is dissatisfied with the manning, the Area Arbitrator shall be promptly called to the job. The Area Arbitrator shall observe the operation with the local parties, hear their contentions, and then issue a prompt formal decision on the manning that shall be binding on all subsequent shifts and on

future operations in the port, unless changed under step (d) below.

(d) Either party may appeal a decision by the Area Arbitrator under step (c) above to the Joint Coast Labor Relations Committee. Upon receipt of an appeal, the Joint Coast Labor Relations Committee shall meet within 5 days, or later, if the parties agree on a subsequent meeting date. If agreement is not reached by the Joint Coast Labor Relations Committee, the matter shall be placed before the Coast Arbitrator whose decision on the manning shall be final and binding."

DISCUSSION:

The Union asserts Sections 14.812 and 14.813 should be enforced as the new equipment referred to as ASCH's within the Employer's letter submitted to the Union are equivalent to a Transtainer of which in the ports of LA/LB are rated as cranes.

The Employer claims that Section 1.72 should oversee this dispute and within such section the Employer has the right to eliminate all unnecessary longshoremen within a specific job category at a specific job site.

"Section 14.812

At his option the employer may employ 2 crane drivers for 1 piece of equipment, the 2 crane drivers to tend hatch and to drive the equipment. In such cases they shall relieve each other.

Section 14.813

At his option the employer may order 1 crane driver per crane plus 1 relief crane driver for each 5 cranes, or fraction of 5; in such cases the hatch tenders shall not be crane drivers. This provision shall be subject to further review by the Joint Coast Labor Relations Committee.

Section 1.72

It is recognized that the introduction of new technologies, including fully mechanized and robotic-operated marine terminals, necessarily displaces traditional longshore work and workers, including the operating, maintenance and repair, and associated cleaning of stevedore cargo handling equipment. The parties recognize robotics and other technologies will replace a certain number of equipment operators and other traditional longshore classifications. It is agreed that the jurisdiction of the ILWU shall

apply to the maintenance and repair of all present and forthcoming stevedore cargo handling equipment in accordance with Sections 1.7 and 1.71 and shall constitute the functional equivalent of such traditional ILWU work. It is further recognized that since such robotics and other technologies replace a certain number of ILWU equipment operators and other traditional ILWU classifications, the pre-commission installation per each Employer's past practice (e.g., OCR, GPS, MODAT, and related equipment, etc., excluding operating system, servers, and terminal infrastructure, etc.), post-commission installation, reinstallation, removal, maintenance and repair, and associated cleaning of such new technologies perform and constitute the functional equivalent of such traditional ILWU jobs. (See Section 1.81 and Letter of Understanding - Clarification and Exceptions to ILWU Maintenance and Repair Jurisdiction.)"

RATIONALE FOR DECISION:

This Arbitrator is limited to the controlling words of Section 10.51 and sub-section (c) specifically as it pertains to these hearing procedures. This section refers to June 20, 1972 until the present as it pertains to "new" methods of operation. Only common sense need be utilized that the parties in 1972 did not envision what this Arbitrator witnessed on April 7, 2014. However, this Arbitrator will use the current words of the Master Agreement and give meaning to such words to the parties who adopted them.

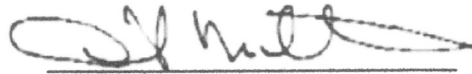
Without a doubt sub-section (c) is based on what this Arbitrator observed firsthand on April 7. What I observed was ASCH's traversing and picking up containers placed on the dock by the hammerhead crane. Then the ASCH's transported such containers to an extended back reach to be moved at a later date for delivery to truck drivers. The above is the only portion of the ship unloading operation that was argued by the parties at the time of this hearing.

It was divulged by the parties that what I observed represents only a small portion of the proposed "new" operation at TraPac.

In conclusion, it is my finding that the ASCH's viewed are not listed within the Master Agreement. Therefore, my observation and experience concludes that ASCH's are a version of a Transtainer, which in fact receive a crane rating in the Ports of LA/LB. Henceforth, such operation shall be subject to the following decision on all subsequent shifts as recognized in Section 10.1, sub-section (c).

DECISION:

Section 14.813 shall prevail when ASCH's are utilized in a ship operation.

A handwritten signature in black ink, appearing to read "David Miller", is written over a horizontal line.

David Miller
Area Arbitrator
Southern California

Dated: April 15, 2014

Enclosures: Employer Letter



**Pacific Maritime Association
Headquarters**

March 27, 2014

Via Email and Fax No. 415-775-9783

Mr. Robert McEllrath, International President
International Longshore and Warehouse Union
1188 Franklin Street, 4th Floor
San Francisco, CA 94109

Re: New Method of Operation on Container Vessels at TraPac Los Angeles

Mr. McEllrath:

Per Section 10.51 of the Master Agreement, and consistent with numerous meetings between the Parties at which this subject has been discussed, this letter is to inform you that TraPac will commence a new method of vessel operations the first week of April 2014 to handle containers loaded and discharged to/from the vessel into/out of the container yard.

The same ship to shore (STS) cranes that have been traditionally used at the TraPac Los Angeles facility will discharge containers to a grounded location in the back reach of the STS. Automated (unmanned) Straddle Carriers (ASCHs) will then pick these containers from the point of rest and transport them to a transfer area under an (unmanned) Automated Stacking Crane (ASC).

Conversely, The ASC cranes will deliver export/empty containers to an ASCH, that will in turn deliver the containers to a point of rest in the back reach of the STS for loading on to the vessel. The STS crane operator will pick these containers and load them to specified locations on the vessel.

Proposed changes to traditional vessel manning:

Yard hostler drivers, signalmen and hatch clerks will be ordered, if at all, in numbers determined by the Employer.

Very truly yours,

Richard Marzano, Coast Director
Contract Administration and Arbitration