

JCLRC CLARIFICATIONS
on
Arbitration Procedures
and
Instructions to Arbitrators

1979

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1. ARBITRATION PROCEDURES (GENERAL)

"The Committee recognizes that the parties, both local and coast, have not and do not wish to be bound by rigid formal Arbitration procedures.

However, the Arbitrators do have the right to require the parties to follow an 'orderly procedure' during Arbitration hearings. The following are guidelines setting forth customary procedure which shall generally be observed:

A. The issue is to be defined. (If the question of the issue is in dispute, then the first ruling of the Arbitrator will be the determination of the issue.)

B. The moving party will present its case without interruption. (Witnesses may be cross examined.) This party will rest, subject to right of rebuttal.

C. The respondent party will then present its case without interruption. (Witnesses may be cross examined.) This party then rests, subject to right of rebuttal.

D. Rebuttal, if any, by moving party; followed by rebuttal, if any, by respondent.

E. Closing statement by moving party, followed by closing statement by respondent." SOURCE: CLRC 13-74, Item 6.

2. AUTHORITY OF ARBITRATORS

- (a) "Review of Arbitration Award - LA 6-64, Local #13, Local Dispute No. 197-63, Arbitration Award #91-63: _____

The Committee after discussion agreed that in accordance with the agreements between the parties and practice which conforms to those agreements, arbitrators obtain jurisdiction of any dispute only after the parties have observed the various steps in the grievance procedure and a deadlock results. If the dispute then goes to arbitration it is only the specific dispute on which the parties deadlocked that is subject to arbitration and it is only such disputes that the arbitrator can rule on. An Arbitrator has no authority to hear or decide any other questions or issues except as noted -- those disputes that are deadlocked after the grievance procedure has been observed by the parties." SOURCE: CLRC 17-64, Item 12.

2. AUTHORITY OF ARBITRATORS (cont'd)

- (b) "Penalty Cargo - Appeal of Arbitrator's Award 11-68 (Nor Cal 11-68, Local 54, Stockton)"

The employers raised a question on the procedure and ruling stating this was not damaged cargo rather it was a conditional penalty if anything. The Union Members of this Committee pointed out that the parties reached an agreement prior to the arbitrator's ruling and refused to discuss the merits of the award, stating however, that the arbitrator should not have ruled since the parties had already reached agreement." SOURCE: CLRC 17-69, Item 4.

- (c) "Review of Area Arbitrator's Award 0-1-74"

The Union members of this Committee stated that while the Arbitrator may have the authority to decide the issue, he does not have the authority to direct the parties to enter into negotiations.

For that reason the Committee agreed to set aside the decision contained in this Award." SOURCE: CLRC 4-74, Item 10.

- (d) "Arbitration Award 89-63, Item 2 (Extended Relief Break; Unjust Discharge) - LA 4-64:"

This Award had upheld the Employer contention that L. Botsford had taken an extended relief break and, hence, had been properly discharged.

The CLRC emphasized that the Arbitrator, when confronted with conflicting testimony, is obligated to render a judgment as to the question of fact. Such decisions cannot be subject to review by the Coast Committee where there is no evidence of the Arbitrator exceeding his authority or of ruling in conflict with the Coast Agreement.

Arbitration Award 89-63(2) shall stand as written."
SOURCE: CLRC 17-64, Item 4.

- (e) "Appeal of Area Arbitrator's Award - Referral to CLRC (LA-14-76, Local 29)"

The local Employers are requesting that Area Arbitrator's Award No. SC-14-76 be vacated since the issue was resolved by the parties in JPLRC.

The Committee noted that the local parties themselves agreed to refer the issue involved to the Joint CLRC and their referral is presently before this Committee. Since no issue was presented to the Area Arbitrator, Area Award SC-14-76 is expunged from the record." SOURCE: CLRC 12-76, Item 7.

2. AUTHORITY OF ARBITRATORS (cont'd)

- (f) "Release of Chief Supervisor -- Referral of Issue in Arbitrator's Award No. SC-28-77 to CLRC by Area Arbitrator (LA-11-77, Local 63)"

The Committee agreed that the issue in this case, as to whether the individual involved should be reinstated as a permanent Chief Supervisor, is one which falls within the authority of the Area Arbitrator to decide. The Committee agrees the issue is referred back to the Area Arbitrator for decision." SOURCE: CLRC 18-77, Item 3.

3. DISCHARGE CASES

- (a) "Grievance Machinery - Section 17.283"

The new language in section 17.283, as contained in Item XI (a) of the June 24, 1973 Memorandum of Understanding, has resulted in questions concerning the obligation of the local parties and area arbitrators in discharge cases. To clarify the matter, the following procedure applies under the new language of section 17.283 when a man is discharged:

A. The procedures of sections 17.21 and 17.22, where applicable, should first be followed.

B. If the grievance is not settled in step 'A', or if step 'A' above is not applicable, either party may then immediately request a Port LRC meeting to adjudicate the grievance. The parties can mutually agree to meet in an LRC meeting as soon as possible or at any time within 24 hours. The party upon whom the request for an LRC meeting is made has the clear obligation to meet with the moving party no later than 24 hours after the request is made. Once the grievance is heard at this step of the grievance machinery, the discharged man cannot be subjected to inclusion on the 'non-dispatch' list provided in section 17.72.

C. If the grievance is not settled in step 'B' above, then either party may request that an Area LRC meeting be held to adjudicate the grievance within 24 hours from the time of disagreement at the Port LRC level. (The parties may agree to waive the Area LRC meeting.)

D. If the grievance is not settled in step 'C' above, or if the Area LRC meeting is waived by mutual agreement, then either party may request that the grievance be adjudicated by the Area Arbitrator. The arbitration hearing shall be held within 24 hours

3. DISCHARGE CASES (cont'd)

from the time of disagreement at the prior step unless the parties mutually agree to hold the arbitration hearing at a later time. If the parties cannot agree on the time for an arbitration hearing, the Area Arbitrator shall set the time. The Area Arbitrator shall, at his discretion, render a decision without undue delay."

SOURCE: CLRC 12-73, Item 1.

4. DISCIPLINARY PENALTIES

- (a) "Review of Area Arbitrator's Opinion and Decision of 4-25-62 - SF 9-62, Local #34, and Decision of Area Arbitrator of 4-25-62
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The Committee reviewed the Employers' referral No. SF 9-62 in which the Employers claim the Area Arbitrator erred in his Decisions of 4/25/62 and 4/26/62 in not giving 'time off' to clerks Walter Hall and Michael Henry.

The Committee also reviewed the Union's referral dated May 1, 1962, in which the Union claims the Area Arbitrator erred in his decision of 4/25/62 in giving various named clerks five days off.

The Employers contended that the 'alternative provisions' available to the Employer in relation to penalties for contract violations as provided in Section 17.8 require the Joint Port Labor Relations Committee to impose penalties in cases of proven violations, and that if there is disagreement as to the proof, the Area Arbitrator has jurisdiction over the determination of the facts. The Employers also contended that if the fact of violation was established and the Joint Port Labor Relations Committee failed to perform its duty of prescribing a penalty or disagreed as to the penalty, such failure or disagreement could be referred to the Area Arbitrator for determination.

The Union contended that the Area Arbitrator does not have authority to assess or determine penalties, but agreed that questions of fact relating to violation can be presented to the Area Arbitrator, and that if guilt was established and the Committee then failed to agree on a penalty, such disagreement could be presented to the Area Arbitrator for determination.

The specific referrals listed above were carried over for further discussion." SOURCE: CLRC 29-62, Item 4. (See also Item 4.(i), p. 9)

4. DISCIPLINARY PENALTIES (cont'd)

(b) "Review of Arbitrator's Award No. 23-65 - LA 40-65"

In the cases represented by the referenced Award, the local Union either refused to establish an effective date for the penalty agreed to or refused to assess the appropriate automatic penalties involved. The Area Arbitrator failed to sustain a motion that an effective date be established for the commencement of these penalties '7 days subsequent from the issuance of his ruling.'

The Committee agreed that under Section 17 of the basic Agreement the Arbitrator has authority to establish the starting time for penalties." SOURCE: CLRC 25-65, Item 13.

(c) "Arbitrators - Authority to Decide Disciplinary Penalty"

A question has been posed to this Committee regarding the Arbitrators' authority in a disciplinary penalty dispute.

This involves a dispute as to a penalty not defined in the Agreement where the Employers' and Union's position differ.

This Committee agrees that the Arbitrator has the authority to award the Employers' or Union's position or a penalty somewhere in between. The Arbitrator has the authority to establish the starting time for penalties if the local parties cannot agree." SOURCE: CLRC 13-74, Item 3.

(d) "Suspension of Time Off Penalty (LA-21-73, LA-22-73, Local 13)"

In these two referrals the local Employers are appealing Area Arbitration decisions 70-73 and 83-73 involving pilferage. In both cases the Area Arbitrator took into consideration Court decisions which involved neither incarceration nor assessment of fines which were paid. In one case the Arbitrator suspended the contractual 60 days off for first offense pilferage and in the other case the Arbitrator reduced the contractual 60 days off for first offense pilferage to 30 days.

The Committee agreed that the Arbitrator did not have the authority to suspend the contractual penalty in these cases and, further, that decisions 70-73 and 83-73 are vacated.

The Committee agreed that in accordance with the second sentence of section 17.824 of the Agreement, the right to take prior Court decisions into consideration and discount contractual

4. DISCIPLINARY PENALTIES (cont'd)

penalties is reserved only to the parties. If the parties fail to reach mutual agreement on such discounting of contractual penalties, the Arbitrator is confined to applying the penalties as defined in the Agreement." SOURCE: CLRC 24-73, Item 2.

- (e) "Suspension of Time Off Penalty (LA-21-73, LA-22-73, Local 13) (See CLRC #24-73, November 27, 1973, Item 2)

The Committee agreed that the last paragraph in Item 2 of CLRC #24-73 might be subject to misinterpretation.

The Committee then added the sentence in parenthesis after the word 'parties' and agreed that the last paragraph would read as follows:

The Committee agreed that in accordance with the second sentence of section 17.824 of the Agreement, the right to take prior Court decisions into consideration and discount contractual penalties is reserved only to the parties. (This does not nullify the intent of the third sentence of section 17.824.) If the parties fail to reach mutual agreement on such discounting of contractual penalties, the Arbitrator is confined to applying the penalties as defined in the Agreement." SOURCE: CLRC 26-73, Item 12.

- (f) "Review of Arbitrator's Award No. 38-65, Item 2 -
LA 42-65

In the arbitration proceedings above noted the Arbitrator found a longshoreman guilty of first offense pilferage as charged by the employers. The Arbitrator suspended this penalty provided that no subsequent pilferage conviction be recorded between the time of the original offense and the time of the Award. The local employers contended that the Arbitrator's jurisdiction extends only to the particular issue in dispute and that the action of the Arbitrator in suspending the specific penalty for first offense pilferage as provided for in Section 17.8221 constitutes a modification of the Agreement as written, which is beyond his authority as granted in Section 17.52 and 17.53.

The Committee agreed that the 60-day penalty provided for in the basic Agreement is mandatory and on this basis the Arbitrator's Award is reversed." SOURCE: CLRC 25-65, Item 14.

4. DISCIPLINARY PENALTIES (cont'd)

(g) "Appeal of Arbitrator's Award - Negligent Checking - LA 44-67"

The local Union contested the Area Arbitrator's Award 76-67, Case No. 3, regarding the negligent checking by a clerk, wherein he made the following ruling:

'1. That Mr. DiRocco, #40157, is found guilty as charged by the Employer.

'2. That Mr. DiRocco, #40157, be given five days off all clerk's work, adding 40 hours to his 'check-in' hours; that the sentence is suspended; that in the event he is found guilty of the same charge in the ensuing 12 months, this sentence shall be applied in addition to any other applied for such additional charge."

The Union, among other things, contended that the Arbitrator imposed a penalty heretofore unheard of, therefore setting a precedent by giving a man time off for negligence.

The Committee upheld the Arbitrator's Decision as to guilt. The parties then referred to CLRC 29-62 (dated 10/25/62, Item 4) and noted the paragraph which reads:

'The Union contended that the Area Arbitrator does not have authority to assess or determine penalties, but agreed that the questions of fact relating to violation can be presented to the Area Arbitrator and that if guilt was established and the Committee then failed to agree on a penalty, such disagreement could be presented to the Area Arbitrator for determination.'

The parties agreed that the procedure stated in the quoted paragraph should be followed." SOURCE: CLRC 24-67, Item 5.

(h) "MV ILSE SCHULTE Case - Appeal of Area Arbitrator's Decisions - #8-68, #18-69, & #24-69"

The Committee reviewed the total record in this case, which included three arbitrator's decisions - Fielding 8-68, 18-69, 24-69.

It is the Union's position that Decision 18-69 is in conflict with the PCLCD, Section 17.8 and related sub-sections, and the procedure agreed to by the Joint Coast Labor Relations Committee, Minutes 29, 10/25/62, Item 4.

4. DISCIPLINARY PENALTIES (cont'd)

All parties at the local level, including the arbitrator, overlooked the fact that the employer motion in Decision 18-69 was an improper motion under the agreed procedure for disputes of this type. The procedure developed by the parties in Minutes 29-62 is designed to settle disputes on disciplinary penalties in an orderly fashion, and to permit the Union to discipline its members when violations of the contract occur. Only when the Union does not act on a disciplinary matter or if the penalty assessed by the Union is not satisfactory to the employer can the issue be submitted to the joint grievance procedure of Section 17.82. Because all of the local parties neglected to follow the procedure, the Union Members of the JCLRC believe that it is the responsibility of the Coast LRC to intervene and correct the situation based on the record.

The Union Members of the JCLRC pointed out that had the parties at the local level proceeded correctly they would have given consideration first to the guilt or innocence of the 39 men who were discharged for failure to return to work following Decision 8-68. They believed that it is clear from the record that some of the men were at work when they were fired, and moved that the winch drivers and hook-on men who were working (page 4 of the Decision 18-69) shall have the assessed penalty rescinded in accordance with Section 17.74, with payment for lost time.

The Employers agreed that the essence of the Union's position on the procedural matter was correct but because the machinery was in motion at the local level and the time-off penalties had been implemented in accordance with Decision 24-69, and because all the parties at the local level were equally remiss in following the agreed procedure, they would only agree to take note of the procedural errors made.

The Union Members of the Committee said that the failure to follow the procedure had denied the Union the opportunity to assess penalties after guilt had been determined, and had resulted in the assessment of a penalty that is unprecedented for a first violation of this type, and move that the 15 day time-off penalty with 120 hours added to monthly earnings records be reduced to 5 days off and 40 hours, without payment for lost time.

The Employers disagree and the Union then moved that the matter of JCLRC responsibility for procedure be referred to the Coast Arbitrator.

The Employers voted 'no' on the Union's Motion.

It was then agreed that the issue shall be referred to the Coast Arbitrator." SOURCE: CLRC 20-69, Item 16. (See Kagel Award 1/26/70.)

4. DISCIPLINARY PENALTIES (cont'd)

- (i) "Appeal of Area Arbitration Award SC-124-73 (CR-05-74, Local 12)"

The Area Arbitrator in Southern California found a long-shoreman guilty of contract violations and requested another area to impose the proper penalty since the man had been transferred.

After discussion, the Committee agreed that the Area Arbitrator should merely have ruled on the man's guilt or innocence; that the question of proper penalty should subsequently have been decided by the Joint Port Labor Relations Committee of the original port, or in the event of failure to agree, then by the Area Arbitrator (CLRC No. 29-62, Item 4).

This Committee directs that the question of penalty in this case be referred to the Los Angeles Joint Port Labor Relations Committee for resolution. Also, all Joint Port Labor Relations Committees are reminded of their responsibility under Section 1.3 of Supplement I." SOURCE: CLRC 14-74, Item 5.

- (j) "Union Appeal of Arbitrator's Award NC-10-77 - Involving the Discharge of E. Garvey (NC-12-77, Local 34)"

In this appeal the local Union claims the decision in Arbitration Award No. NC-10-77 should have been confined to the issue presented, i.e., the question of whether or not the man was discharged for just cause and should not have elaborated on the manner of reinstatement.

This Committee agrees that the decision part of the Arbitrator's Award No. NC-10-77 should have been confined to the issue presented. The local parties under Section 17.74 should then have considered the matter of reinstatement and if they could not agree, then that issue should subsequently have been presented to the Arbitrator." SOURCE: CLRC 26-77, Item 3.

5. DUTIES OF RELIEF AREA ARBITRATORS

"The Committee agreed that when Relief Arbitrators or Ad Hoc Arbitrators are on duty, they shall only be utilized for disputes on those on-the-job issues which by contract require immediate decision, such as safety, onerousness, penalty cargo payment, picket lines and work stoppages; however, during extended absence of regular Area Arbitrators, they may be utilized for other issues by mutual agreement of the local parties." SOURCE: CLRC 1-78, Item 5.

6. FORMAL HEARINGS

(a) "Procedure - Formal Arbitration Hearings"

As a matter of procedure, the Committee agreed that in the future it shall be mandatory to have a reporter present to record the proceedings at all formal arbitration hearings.

This directive pertains to all formal hearings before an Area Arbitrator under the provisions of sections 17.25, 17.63 and 17.64 of the Pacific Coast Longshore and Clerks Agreement and to all formal hearings before the Coast Arbitrator. The requirement to have a reporter present does not apply to informal hearings which lead to interim rulings under the provisions of section 17.6 of the Pacific Coast Longshore and Clerks Agreement." SOURCE: CLRC 16-72, Item 1.

(b) "Arbitrators - Use of Tape Recorders"

All formal Arbitration hearings are to be recorded. As a general rule a certified reporter is to be used, however, the Area Arbitrators are authorized at their discretion to permit the use of a tape recorder as a substitute for a certified reporter. For example, the Arbitrator may elect to use a tape recorder to avoid a lengthy delay in obtaining a transcript or in a brief hearing not involving witnesses. All tape recordings are to be transcribed, unless the local parties and the Arbitrator agree it is not necessary in certain cases." SOURCE: CLRC 13-74, Item 5.

7. INTERIM RULINGS

(a) "CLRC Instructions to Area Arbitrators"

Hearings in interim ruling situations shall be held as expeditiously as possible and shall be as brief as possible. Interim decisions shall be given as promptly as possible as provided in Section 17.62 and Sections 2.25 and 3.25 of Supplement IV. Once an interim decision is rendered, no further argument by the parties shall be permitted." SOURCE: CLRC 11-74, Item 8-D.

(b) "Safety Procedure (Nor Cal 3-69 Local 10, San Francisco)"

The employers appealed the written Arbitrator's Award 5-69 stating that an oral Interim Decision was made and that the written ruling did not confirm the decision.

This Committee agrees that the written ruling must confirm the oral ruling. All parties concerned are obligated to follow the safety procedure. This Committee in this situation calls particular attention to the paragraphs starting with 2.2 (Section 11.43 of current Agreement) of the procedure." SOURCE: CLRC 17-69, Item 11.

8. SAFETY AND ONEROUSNESS

(a) "Health and Safety Arbitration Decisions - Section 11.44

The Committee agreed that Area Arbitrators' interim safety decisions under Section 11.44 are not subject to formal hearing nor are they appealable. These decisions are on-the-job judgement decisions reached on the basis of existing circumstances and are applicable only to the specific operation involved. Also, these decisions are 'one time' decisions which do not establish a precedent for deciding future cases." SOURCE: CLRC 18-77, Item 5.

(b) "Safety and Onerousness Procedure at End of Shift

After continued discussion on this subject, the Committee agreed as follows: All safety and onerousness disputes referred to the Area Arbitrator under Section 14.434 of the PCLCD, and safety disputes referred to the Area Arbitrator under Section 14.424 of the PCCCD, require an immediate ruling without delay. Should such an arbitration hearing commence and not be concluded at the end of a shift, it shall nonetheless continue until the Arbitrator's decision is rendered. Participants or witnesses are not entitled to payment for staying beyond the end of their shift on their own, or as requested by their representative." SOURCE: CLRC 1-78, Item 4.

(c) "Safety Arbitrations - Expense of Outside Experts

When an Arbitrator determines it is necessary for him to call in an outside expert in a safety Arbitration (such as a chemist, metallurgist, etc.) the Arbitrator shall pay for the expense involved and in turn bill the Joint CLRC. If either party calls in an outside expert, then that party pays for the expense involved." SOURCE: CLRC 13-74, Item 4.

(d) "Onerous Disputes - Section 11.434

This Committee calls to the attention of Area Arbitrators their responsibility to report to the job when called under Section 11.434." SOURCE: CLRC 24-77, Item 4.

(e) "Referral to CLRC by Arbitrator

In Interim Award O-22-70 the Decision of the Oregon Area Relief Arbitrator reads as follows:

'The Arbitrator inspected the machine in question and observed its exhaust in operation. He stated that in his opinion the exhaust system does not meet the requirement of Rule 1206. As to "Equivalent Protection,"

8. SAFETY AND ONEROUSNESS (cont'd)

the Arbitrator stated that he is not an engineer and therefore not qualified to make this judgment. The final decision on this point is most important and far reaching in its application. The Arbitrator will therefore refer this question (interpretation of Rule 1206 PCMSC) to the Coast Labor Relations Committee, which should make the decision.

'The Arbitrator ruled that the work be continued by use of the equipment with overhead exhaust systems and this decision to be binding upon the parties until the Coast LRC decision is made.'

It has been understood for some time that on safety disputes the Arbitrator may use outside experts. The Arbitrator does not require an agreement between the parties to use an outside expert but the parties must be present.

In this Referral it is evident that expert opinion was not used and the matter is referred back to the Arbitrator and to the parties for further handling and determination under the applicable rules of the Pacific Coast Marine Safety Code." SOURCE: CLRC 13-70, Item 2.

9. OUTSIDE AGREEMENTS

"Appeal of Area Arbitrator's Award - Consideration of Outside Agreement (NC-24-72, Local 54)"

The local Union is appealing the Area Arbitrator's Award No. 64-72 because the Arbitrator reached his decision on evidence submitted by a Teamster attorney.

The Committee in reviewing this referral reached agreement that the Arbitration Award was proper under the Contract. However, this Committee instructs the PMA-ILWU Arbitrators to base their rulings solely on applicable provisions of our collective bargaining agreements." SOURCE: CLRC 25-73, Item 9.

10. PENALTY CARGO

"Penalty Cargo - Appeal of Arbitrator's Award 48-69 (Nor Cal 20-69 Local 10, San Francisco)"

The employers appealed that portion of the arbitrator's decision which granted a 15¢ conditional penalty on a retroactive basis.

10. PENALTY CARGO (cont'd)

The arbitrators are to rule in accordance with the agreement. Unless the parties had agreed that the conditions were the same, the arbitrator cannot rule retroactively on what he had not seen. The evidence had disappeared." SOURCE: CLRC 17-69, Item 22.

11. PICKET LINES

(a) "Appeal of Area Arbitrator's Award - Legitimacy of Picket Line (LA-17-76, Local 13)"

The local Employers are appealing Area Arbitrator's Award No. SC-15-76 in which he ruled that 'The picket line is a bona fide Union picket line, ...'

The Committee after review of Awards SC-15-76 and SC-16-76 agreed not to alter these decisions, but calls to the attention of the Area Arbitrators that, as provided in the addendum picket line language, they are specifically required to determine if a picket line is legitimate and bona fide as defined in Section 11.5 of the Agreement." SOURCE: CLRC 12-76, Item 9.

(b) "Applicability of Picket Line Decisions - Fielding Award No. O-13-76 and Forrester Award No. W-12-76"

The Union raised objection to and stated they are appealing those portions of Fielding Award No. O-13-76 and Forrester Award No. W-12-76, which held that prospective picketing within an area under the same circumstances constitutes illegal picketing under the ILWU-PMA Agreement.

After review and consideration of the matter, the Committee agreed that the special picket line procedure as contained in the Agreement Addendum does not permit Area Arbitrators to render area-wide picket line decisions on a prospective basis. Applicability of picket line decisions cannot be extended beyond the jurisdictional area of the local involved. To minimize delay in the determination of whether repetitive picketing in subsequent ports is legitimate and bona fide under the Agreement, the examination of the facts and rendering of a decision by either a Labor Relations Committee or an Area Arbitrator should be by telephonic communication. The local parties are reminded that picket line issues, as provided in the Addendum language, may be presented to the Area Committee or the Coast Committee if such is agreed to be appropriate." SOURCE: CLRC 13-76, Item 3.

12. REFERRALS TO COAST LRC

"CLRC Instructions to Area Arbitrators

When Area Arbitrators refer issues to the Coast Labor Relations Committee, they are to make such referrals on an authorized CLRC referral form. The numbering system controlled by the PMA Area Office is to be observed." SOURCE: CLRC 11-74, Item 8-E.

13. USE OF ARBITRATION AWARDS

"Arbitration awards emanating from other areas are being used by local arbitrators and by the ILWU locals and PMA as citations to apply in varying situations. The CLRC agreed that an arbitration award, based on the agreement as written, applies only to the one ship or to the one dispute. The CLRC doesn't need to be bound by a decision or it doesn't have to be raised even as an argument.

In regard to the use of arbitration awards from other areas the CLRC agreed that they are only useful as an aid in interpreting the agreement, but should not be considered as binding on their face (in another dispute - in another area). Either party can introduce and argue another area's award, but it should not be the sole determinant as to the meaning of the agreement." SOURCE: CLRC 19-61, Item 5.

14. WRITING DECISIONS

"CLRC Instructions to Area Arbitrators

The Committee agrees that the Area Arbitrators are instructed as follows.

A. In writing their decisions the Area Arbitrators are to be as concise as possible. A decision shall briefly outline the facts, background, issue, position of complainant, position of respondent, discussion by Arbitrator, and decision.

B. Arbitrators shall not make unnecessary editorial comments, nor suggestions to the parties. Their decisions shall be directed solely to resolving the specific issue(s) presented to them. Broad, generalized interpretations shall be avoided in decisions.

C. Decisions shall be written in language which avoids wherever possible the use of legal words and legal expressions; in short, layman's language shall be used." SOURCE: CLRC 11-74, Item 8.

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