

**MEMORANDUM AND OPINION**

*Attorney Client Communication – For Purpose of Legal Advice.*

**FILE** : **ILA Local 1475 Clerks and Checkers Union**  
**FROM** : **CSH**  
**DATE** : **6/24/25**  
**RE** : **Seniority Board Decision as Arbitration Decision**

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**ISSUE**

Local 1475 has requested this office's opinion regarding the legal issues surrounding any decision of the Seniority Board that is not deadlocked in regard to future application of issues that arise regarding the same subject area and the membership's ability to unilaterally change the Seniority Board's decision without the Union negotiating with Management through the collective bargaining process.

**Relevant Contractual Provisions**

"To implement the employment of Checkers, Clerks, etc., in the Port of Savannah, Georgia, as provided by Clause 14 of the present Collective Bargaining Agreement of I.L.A. Local 1475, the parties thereto hereby agree to the following:

1. The operation of the Plan shall be governed by a Seniority Board composed of the President and one (1) rank and file member of the I.L.A., Local 1475, and two (2) members of the Georgia Stevedore Association.
2. Any dispute concerning or arising out of the terms and conditions of this Agreement shall be referred to the Seniority Board.
  - A. The Seniority Board shall act by majority vote, and should they reach a determination in a particular dispute, such determination shall be final and binding.
  - B. The Board shall hold meetings as necessary.
  - C. The Seniority Board shall be the sole judge of the sufficiency of the evidence to be considered in the resolution of any dispute brought before them.
  - D. If the Seniority Board shall be unable to reach a determination in a particular dispute, the dispute shall be resolved under the procedure established under Clause 15 (B) of the Collective Bargaining Agreement.
  - E. The Board shall have authority to determine whether any rules listed herein have been violated, and shall have power to invoke the penalties as provided under Paragraph 7 herein.
  - F. Any dispute or grievance by an individual employee must be submitted to the Board in writing at least 48 hours prior to a meeting. The complaint must be signed by the plaintiff.

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Analysis

Here, the process by which day-to-day adjustments take place and new problems are resolved regarding seniority is through the grievance procedure set forth under the *Seniority Agreement* through the Seniority Board. The Seniority Board is a joint management-labor committee and is a mirror image of the collective bargaining relationship itself. "Collective bargaining is a continuing process. Among other things, it involves day-to-day adjustments in the contract and other working rules, resolution of new problems not covered by existing agreements, and the protection of employee rights already secured by contract."<sup>1</sup> The Seniority Board is an institutionalized process of continual agreement making created by the *Seniority Agreement* for seniority issues.

According to the *Seniority Agreement*, the decisions of the Seniority Board are "*final and binding*." "The decision of a joint labor-management grievance committee ... is entitled to the same deference due the decision of an arbitrator."<sup>2</sup> That is, the decisions or negotiated resolutions to seniority issues determined by the Seniority Board are legally binding and enforceable by both Local 1475 and Management.<sup>3</sup> As such, a joint committee's interpretation of the *Seniority Agreement*, when the committee is the body designated by the contracting parties to make such a construction (*as it is here*), "cannot be challenged by an individual dissenting employee under 301(a) on the ground the parties exceeded their contractual powers in making the settlement."<sup>4</sup>

**CONCLUSION**

Applying the above principles to the facts here, it is my office's legal opinion that matters under dispute related to the *CBA* (PGC) or *Seniority Agreement* (Seniority Board) are referred to the respective joint labor-management committee, which are neutral decision-makers made up of representatives of Management and Local 1475 (*each side having an equal vote*). If the Seniority Board is not deadlocked regarding a matter, then that is precedent during the term of the agreement or the issue in dispute and that decision has future applicability between the parties and has the same effect as an arbitration award. The only way to change such a decision would be through negotiations with Management.

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1 Conley v. Gibson, 355 U.S. 41, 46 (U.S. 1957).

2 Eichleay Corp. v. International Ass'n of Bridge, Structural and Ornamental Iron Workers, 944 F.2d 1047, 1055-56 & n.7 (3d Cir. 1991).

3 General Drivers: General Drivers, Warehousemen & Helpers Local Union, No. 89 v. Riss & Co., 372 U.S. 517 (1963).

4 Ford Motor Co. v. Huffman, 345 U.S. 330, at 352 (1953).