



3930

UNION COMPLAINT

LRC: ☐GRIEVANCE: ☐

DATE OF COMPLAINT: 08 - 04 - 2015

DATE OF INCIDENT: 07 - 28 - 2015

If multiple dates, please list below.

FOR OFFICE USE ONLY

 COMPLAINT NO. -
 RECEIVED -
 LRC DATE -

TIME OF INCIDENT	BERTH(S)	GANG #	NAME OF VESSEL	JOB CATEGORY

EMPLOYER	SUPERINTENDENT	FOREMAN	BUSINESS AGENT

Against Employer: Employer: LOCAL 13 GRIEVANCE COMMITTEE.

Against Member: Registration #

First Name

Last Name

Section(s) of the Agreement violated,
including, but not limited to:

13.2, 13.3, 17.12.5, 17.23, 24.1, 24.2

Nature of Incident: (Describe events in detail using additional pages if necessary) ☒ See Attached

- SEE ATTACHED.

By:

First Name

STEVEN E

Last Name

BLACK

Signature

Registration #

Signature

Registration #

Union complaints (LRC) must be filed within 30 days of the incident.
 GRIEVANCES MUST BE FILED WITHIN 45 DAYS after the discovery
 or no more than 90 days after the alleged violation occurred (whichever
 period is shorter). CONSTITUTION-ARTICLE III-SECTION 8-RULE

STAMPED

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 TF-UCUG-AR rev3.0 051211

On Tuesday, July 28, 2015, on Harry Bridges' birthday, I was cited to appear before the Local 13 Grievance Committee in regards to GC-11-2015, a claim filed against me by another longshoreman accusing me of chiseling, in violation of the Dispatch rules.

Also cited for chiseling were Vivian Malauulu #133397, a female Hispanic member, and Alexander Lomeli #132404, a male Hispanic member.

All 3 of us were cited to appear to defend 1st offence chiseling charges and, in front of each other, each of us was subjected to what can only be described as an inquisition.

Each of us were assessed several thousand dollars in fines, calculated by the Grievance Committee, equal to all the money that each of us earned while allegedly chiseling.

Each of us, according to "standard procedure", were told that the "fine" would be held "over our heads" for 5 years, then excused if we had no further violations.

However, unlike my Hispanic Union brothers, I was fined \$200.

I believe I was fined the \$200 because I am white. The only difference between them and me is, I am white.

I believe the predominately Hispanic members of the Local 13 Grievance Committee are racist, and discriminated against me because I am white.

Section 17.125 states it is the duty of the JPLRC: "To investigate and adjudicate any complaint against any longshoreman whose conduct on the job, or in the dispatching hall, causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions of the working or dispatching rules or of this agreement."

Section 17.23 states; "If the grievance is not settled as provided in Section 17.21 or Section 17.22 or does not arise on the job, it shall be referred to the Joint Port Labor relations Committee which shall have the power and duty to investigate and adjudicate it."

Section 24.1 states; "No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by a written document executed by the parties here to."

Section 24.2 states; "There will be no unilateral "hip pocket" working or dispatching rules."

In addition to my Section 13.2 claim of racial discrimination, I am claiming that the Grievance Committees' usurpation of the contractual duties of the JPLRC related to dispatch rules, is a Section 13.3 violation.

The unilateral investigation and adjudication of JPLRC Dispatch rules is discriminatory application of Sections 17.125 and 17.23, and prohibited by Section 24.2 and Section 13.3.

There is no Section of the PCLCD that allows the Union or the Employer to take wages that have been earned. The JPLRC can agree to fines, but not fines equal to wages earned. The JPLRC can give time off, but they cannot take money earned for work performed under the PCLCD, that is a violation of the LMRDA.

I request a hearing, with a court reporter, in order to present my claims of Section 13.2 and 13.3 discrimination.

 8.4.15
STEVEN BLACK, 39552

SECTION 13**NO DISCRIMINATION**

13.1 There shall be no discrimination in connection with any action subject to the terms of this Agreement (including at work sites, joint dispatch halls, training sites, and other locations, when reasonably related to employment covered by this Agreement) either in favor of or against any person because of membership or nonmembership in the Union, activity for or against the Union or absence thereof, race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, religious or political beliefs, disability, protected family care or medical leave status, veteran status, political affiliation or marital status. Also prohibited by this policy is retaliation of any kind for filing or supporting a complaint of discrimination or harassment. (See *ILWU-PMA Handbook - Special Section 13.2 Grievance Procedures and Guidelines For Remedies*, *CLRC Policy on ADA Compliance and Reasonable Accommodation* and *CLRC Agreement on USERRA*).

13.2 All grievances and complaints alleging incidents of discrimination or harassment (including hostile work environment) in connection with any action subject to the terms of this Agreement based on race, creed, color, sex (including gender, pregnancy, sexual orientation), age (forty or over), national origin, or religious or political beliefs, or alleging retaliation of any kind for filing or supporting a complaint of such discrimination or harassment, shall be processed solely under the Special Grievance/Arbitration Procedures For The Resolution of Complaints Re Discrimination and Harassment Under The Pacific Coast Longshore & Clerk's Agreement (See *ILWU-PMA Handbook - Special Section 13.2 Grievance Procedures and*

Guidelines For Remedies, CLRC Policy on ADA Compliance and Reasonable Accommodation and CLRC Agreement on USERRA) with the exception of those types of grievances and complaints described in Section 13.3.

13.3 Grievances and complaints alleging that a contractual provision or rule is discriminatory as written or as applied, as well as discrimination claims seeking elevation, registration or selection for casual status, and discrimination claims based on disability, protected family care or medical leave status, veteran status, political affiliation, marital status, membership or non-membership in the Union, or activity for or against the Union or absence thereof, are not to be filed under the Special Section 13.2 Grievance Procedures, but instead are to be filed and processed with the Joint Port Labor Relations Committee (JPLRC) under the grievance procedures in Section 17.4 of the PCLCA. Likewise, requests for "reasonable accommodation" for disabilities recognized under state or federal law will not be processed under the Special Section 13.2 Grievance Procedures but instead must be brought to the local JPLRC pursuant to separate procedures established for such requests. (See *ILWU-PMA Handbook - Special Section 13.2 Grievance Procedures and Guidelines For Remedies, CLRC Policy on ADA Compliance and Reasonable Accommodation and CLRC Agreement on USERRA*.)

SECTION 14

CRANES

14.1 This section relates to the employment of longshoremen on the Pacific Coast waterfront in the driving of certain cranes and in the operation of certain other mechanical tools.

14.2 Definitions.

17.11 The parties shall establish and maintain, during the life of this Agreement, a Joint Port Labor Relations Committee for each port affected by this Contract Document, 4 Joint Area Labor Relations Committees, and a Joint Coast Labor Relations Committee. Each of said Labor Relations Committees shall be comprised of 3 or more representatives designated by the Union and 3 or more representatives designated by the Employers. Each side of the committee shall have equal vote.

17.12 The duties of the Joint Port Labor Relations Committee shall be:

17.121 To maintain and operate the dispatching hall.

17.122 To exercise control of the registered lists of the port, as specified in Section 8.3.

17.123 To decide questions regarding rotation of gangs and extra men.

17.124 To investigate and adjudicate all grievances and disputes according to the procedure outlined in this Section 17.

17.125 To investigate and adjudicate any complaint against any longshoreman whose conduct on the job, or in the dispatching hall, causes disruption of normal harmony in the relationship of the parties hereto or the frustration and/or violation of the provisions of the working or dispatching rules or of this Agreement. The application of this Section 17.125 shall not negate the procedure for penalties as provided for in Section 17.7.

17.126 To carry out such other functions as are assigned to it herein or by the parties, directly or through the Joint Coast Labor Relations Committee.

17.13 There shall be a Joint Area Labor Relations Committee for each of the 4 port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington). Such Committee shall investigate and adjudi-

17.16 Pending investigation and adjudication of such disputes work shall continue and be performed as provided in Section 11.

17.2 Grievances arising on the job shall be processed in accordance with the procedure hereof beginning with Section 17.21. Other grievances as to which there are no specific provisions herein shall be processed in accordance with the provisions hereof beginning with Section 17.23.

17.21 The gang steward and his immediate supervisor, where the grievance is confined to 1 gang, or any 1steward who is a working member of an affected gang where the grievance involves more than 1 gang or a dock operation, shall take the grievance to the walking boss, or ship or dock foreman in immediate charge of the operation.

17.22 If the grievance is not settled as provided in Section 17.21, it shall be referred for determination to an official designated by the Union and to a representative designated by the Employers.

17.23 If the grievance is not settled as provided in Section 17.21 or Section 17.22 or does not arise on the job, it shall be referred to the Joint Port Labor Relations Committee which shall have the power and duty to investigate and adjudicate it.

17.24 In the event that the Employer and Union members of any Joint Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the appropriate Joint Area Labor Relations Committee for decision.

17.25 In the event that the Employer and Union members of any Joint Area Labor Relations Committee fail to agree on any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator

SECTION 22

TERM OF AGREEMENT AND ITEMS OPEN TO REVIEW
DURING TERM OF AGREEMENT
WELFARE AND PENSION PLANS
MODIFICATION

SECTION 23

SECTION 24

with a carbon copy of such information to the PMA Treasurer
in San Francisco.

SECTION 22

TERM OF AGREEMENT AND ITEMS OPEN TO REVIEW DURING TERM OF AGREEMENT

22.1 This Agreement shall remain in effect—unless terminated in accordance with other provisions in the Agreement or unless the termination date is extended by mutual agreement—until 5:00 p.m., July 1, 2014, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least 60 days prior to the expiration date. Negotiations shall commence within 10 days after the giving of such notice.

SECTION 23

WELFARE AND PENSION PLANS

23.1 The parties hereto have agreements on the subjects of Welfare and Pensions for longshoremen covered by this Agreement as set forth in the ILWU-PMA Welfare Agreement, as amended, and the ILWU-PMA Welfare Fund—Declaration of Trust as amended, the ILWU-PMA Pension Agreement, as amended, and the ILWU-PMA Pension Fund—Declaration of Trust, as amended.

SECTION 24

MODIFICATION

24.1 No provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

24.2 All joint working and dispatching rules shall remain in effect unless changed pursuant to Section 15. All other restrictions on the employer or longshoremen that are in conflict with the provisions of this Agreement are null and void. There will be no unilateral "hip pocket" working or dispatching rules.

24.3 The parties agree that all arbitration decisions and rulings of the Labor Relations Committees with respect to provisions of the Contract that are not changed or modified in this Agreement, remain in effect; the foregoing is subject to the right of either party, by motion in the Joint Coast Labor Relations Committee, to seek a review or reopening of any such decision or ruling during the term of this Agreement. If there is disagreement on any proposal to change or modify such decision or ruling, the issue of whether the decision or ruling is in accordance with this Agreement may be submitted to the Coast Arbitrator for decision.

IN WITNESS WHEREOF, the parties hereto have signed this Contract Document effective as of July 1, 2008.

*Pacific Maritime
Association*
on behalf of its members

*International Longshore
and Warehouse Union*
on behalf of itself and each
and all of its longshore locals
in California, Oregon, and
Washington and all employees
performing work under the
scope, terms, and conditions
of this Agreement.

/s/ James C. McKenna
/s/ Craig Epperson
/s/ Steve Hennessey
/s/ Thomas Edwards

/s/ Robert McEllrath
/s/ Ray Ortiz, Jr.

UNION COMPLAINT

LRC: ☐

GRIEVANCE: ☒



3930

DATE OF COMPLAINT: 05 - 21 - 2015

DATE OF INCIDENT: 04 - 07 - 2015

04 - 23, 25, 26, 29 & 05-01-2015
if multiple dates, please list below.

FOR OFFICE USE ONLY			
COMPLAINT NO.	9111	-	2015
RECEIVED	05	-	21 - 2015
LRC DATE		-	

TIME OF INCIDENT	BERTH(S)	GANG #	NAME OF VESSEL	JOB CATEGORY

EMPLOYER	SUPERINTENDENT	FOREMAN	BUSINESS AGENT

Against Employer: Employer: _____

Against Member: Registration # 39552

First Name

STEVEN

Last Name

BLACK

Section(s) of the Agreement Violated, including, but not limited to:

CHISELING: DISPATCH RULE AS FOLLOWS:

Nature of Incident: (Describe events in detail using additional pages if necessary) ☒ See Attached

1.) Dispatching Rules for Gangs and/or Longshoremen (4) All gangs and/or hail Longshoremen shall check in on their actual hours worked, paid and flopped, to the one-half (1/2) hours, including any paid travel hours from other ports. Check-In (7) First (1st) day of each month, check in on prior month accumulative hours. Second (2nd) day of each month, start new month's accumulative hours.

See attached: Check-In History & Job Details; showing payroll information with actual hours paid.

Steven Black, 39552, picked up jobs on incorrect hours in the month of April 2015; DATES AS FOLLOWS:
April 2, 3, 4, 5, 7, 23, 25, 26 & 29, 2015, and May 1, 2015.

Picked up job on April 2 on 10 hours, should have been 12. Picked up job on April 3 on 21 hours, should have been 24. Picked up job on April 4 on 32 hours, should have been 35. Picked up job on April 5 on 39 hours, should have been 42. Picked up job on April 7 on 46 hours, should have been 49. Picked up job on April 23 on 113 hours, should have been 114. Picked up job on April 25 on 124 hours, should have been 126. Picked up job on April 26 on 135 hours, should have been 137. Picked up job on April 29 on 142 hours, should have been 148. Picked up job on May 1, on incorrect hours of 153 hours, should have been prior month's accumulative hours of 160.

By:

First Name

THERESA

Last Name

WINSTON

RECEIVED

MAY 21 2015

ILWU LOCAL 13
BY: Lucy Priest

STAMPED

Theresa Winston
Signature

39250
Registration #

Signature

Union complaints (LRC) must be filed within 30 days of the incident. GRIEVANCES MUST BE FILED WITHIN 45 DAYS after the discovery or no more than 90 days after the alleged violation occurred (whichever period is shorter). CONSTITUTION-ARTICLE II-SECTION 8-RULE

Registration #

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June 29, 2015

GRIEVANCE COMMITTEE
MEETING SCHEDULE

Date: Tuesday, July 28, 2015
Time: 12:30 P.M.
Place: ILWU LOCAL 13
630 S. CENTRE STRET
SAN PEDRO, CA 90731

.....

G.C.08 OF 2015	AGAINST: VIVIAN MALAUULU #133397 BY: THERESA WINSTON #39250
G.C. 10 OF 2015	AGAINST: SCOTT CHRISMAN #39129 BY: MATTHEW LARANETA #38945
G.C. 11 OF 2015	AGAINST: STEVEN BLACK #39552 BY: THERESA WINSTON #39250
G.C. 12 OF 2015	AGAINST: ALEXANDER LOMELI #132404 BY: ANTHONY GUGLIELMO #131319
G.C. 13 OF 2015	AGAINST: JOHN ESPINOZA, JR. #34531 BY: MIKE DIMON #131326

GRIEVANCE COMMITTEE HEARING

Notice of Parties Right to Appeal

Fine is \$5965 w/
\$200 due + payable
+ hold \$5965 in
abeyance for 5 years

Hearing Date:

7/28/15

Grievance Complaint #:

G.C. 11/2015

Brother/Sister

Steven Black #39552
(Accused Members Name & Registration No)

has been found Guilty of

1st offense
Chiseling

Upon a finding of guilt, the accused has the right to appeal the decision of this Committee before the Membership. Any member who wishes to appeal must notify the Committee in writing of their intent to appeal **within 14 days of the Committee's decision**. The written notification of the intent to appeal must be given directly to a member of the Grievance Committee or the Secretary Treasurer (not to any office staff employed by the ILWU Local 13). The Grievance Committee's verdict shall be final as of the date of the first Regular Meeting following 14 days notice to the party of the party's right to appeal.

After receipt of a party's intent to appeal, the Committee will notify the Accused and Complainant in writing of the time, date, and place of the appeals hearing at least ten (10) days before the hearing. The parties will also be notified of the appeals procedure. A party's request for additional documents in preparation for the appeal must be made within seven (7) calendar days of the party's receipt of the notice of the date of the appeals hearing and will be supplied to the requesting party within five (5) calendar days before the hearing (Rules of Procedure, Section V:A).

Arrangements for payment(s) of fines and penalties shall be made through the office of the Secretary/Treasurer within thirty (30) days of a final decision (Rules of Procedure, Section VII:C).

The Grievance Committee shall apply a five (5) year Statute of Limitations to past complaints to determine a member's record regarding Union complaints (passed by Executive Board on July 22, 1981 Rule of Procedures, Section VII:D).

Any suspended fine shall be held in abeyance for a five (5) year period. During those five (5) years, if a member is convicted again for the same offense, they may be liable for both fines (Rules of Procedure, Section VII:A).

Any member choosing to take time off in lieu of a fine will not be allowed to count it for vacation time. All time off shall be consecutive days off (Rules of Procedure, Section VII:B).

Anyone found guilty of violating Double Back Dispatch Rules who chooses to take time off in lieu of a fine will still be denied Double Back privileges for the set period of time designated by the Grievance Committee (Rule of Procedure, Section VI; Double Back Penalties).

Fraternally,
Recording Secretary

Today's Date:

7/28/15

Hearing Date:

7/28/15

Name:

S. Paine

Reg#:

130671

**GRIEVANCE COMMITTEE
2015-2016**

ERIC ALDAPE #37519	JOSHUA J. FLORES #130941
DAVID M. ALVARADO #39865	MARC GALLARDO #35880
STEVE D CANNONE #131343	SCOTT PAINE #130671
JOHN P DELUCA #131640	JOHN SEIXAS #133130
MIKE H DIMON #131326	LAWRENCE "DAVID" TOLEDO #37920