UC-42-13 was filed on February 22, 2013, 3 days after finding out that Arbitration Award SC-10-97, involving Local 13's favorite member Danny Imbagliazzo, has never been implemented.

My Section 13.3 Discrimination Complaint against Local 13 is for discriminatory application of the contract based on my activity for or against the Union, because of my election flier.

Local 13 lied to me and discriminated against me when they told me they had to implement the time off penalty assessed against me as a result of Award SCGM-0009-2012, because they claimed all Arbitration Decision penalties have to be implemented, in order to protect the integrity of the grievance procedure of the PCLCD.

After filing my Complaint, I found 2 other penalty Arbitrations that were never implemented.

1. Exhibit GX-6: Award SC-09-97 involving guarantee pay violations involving a number of steady men was never implemented according to the PMA letter dated March 24, 1997, which states the Arbitration "would not be implemented."

2. Exhibit GX-7: NLRB Settlement not to issue discipline authorized by the Arbitrator in Award SCAA-0013-2014.

According to exhibits GX-14, PMA letter dated November 21, 2012, and GX-15, PMA letter dated November 27, 2012, both Decisions should be vacated because the subject matter is not covered by the grievance machinery of the PCLCD.

I would like to read the PMA letter dated November 21, 2012, which I did not receive until I was given a copy of the December 18, 2012, non-implementation Arbitration transcript.

(Read November 21, 2012 letter into the record)

I would also like to read the PMA letter dated November 27, 2012, regarding their refusal to implement Awards SCGM-0009-2012 and Coast Appeals Officer's Decision CA-10-2012.

(Read November 27, 2012 letter into the record)

Both PMA letters make it clear they want to vacate the Decisions because they are not covered by Section 13.2. Local 13 refused to agree and the Union side of the CLRC refused to respond to PMA's request to vacate the Decisions.

The Union refused to agree with PMA and called the Arbitrator to force PMA to implement my time off, which he did in, GX-18, Miller Decision dated December 18, 2012.

PMA was not happy about what happened and moved to incorporate the language from their letters dated November 21, 2012, and November 27, 2012 into the new Agreement in the form of a Letter of Understanding dated July 1, 2014, titled Proper Application of Section 13. (GX-47)

I highlighted the new language added to the July 1, 2014 LOU, GX-47, as a direct result of the 3 Awards in this case; GX-8 SCAA-0009-2012, GX-16 Coast Appeals Officer Decision CA-10-2012, GX-18 Miller Non-Implementation Arbitration, GX-34 SCGM-0004-2013, and PMA's letters dated November 21 & November 27, 2012.

The "assault" charge was processed as a Section 13.2 Retaliation Complaint in violation of the procedure agreed to in GX-10, CLRC Meeting #21-12, Item 3, which says only the Employer can file an assault charge.

According to, GX-47, the July 1, 2014 LOU regarding Proper Application of Section 13, "the discrimination complained of must relate to employment covered by the PCL&CA, "and according to the footnote on page 1; "The geographic scope of Section 13.1 includes places where longshore workers, marine clerks, and casual workers are employed, as well as other locations, such as joint dispatch halls, training sites, and other locations, but only when the activity that occurs there is reasonably related to employment covered by the PCL&CA."

Which means, the Local President who does not work under the PCL&CA is not covered when he invites a member into the alley across the street from the Local, to "work it out."

None of the Grievances filed against me are covered by Section 13, according to the Letter of Understanding regarding Proper Application of Section 13.

They were not covered under the 2008-2014 Agreement, and they are not covered now.

The Union, at the Local and the Coast both decided to discriminate against me by processing Complaints that they knew were not covered, which constitutes discriminatory application of contract language, and they did it because of my activity for or against the Union in the form of my election fliers.

Section 24.3 states; "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."

According to the Minutes of CLRC Meeting #21-63, item 2 (g), GX-2, "Any dispute under Section 13 if the Agreement; namely Discrimination, is to be referred to the Coast LRC, and if the Committee cannot agree to the Coast Arbitrator."

The Decisions issued in my case are not in accordance with the 2014-2019 Agreement, specifically the LOU regarding Proper Application of Section 13.

I request that all the Decisions related to Chris' 13.2 Complaint and Chris' Retaliation/Assault Complaint be vacated, that I be made whole including back pay, 2 qualifying years, and that I be able to work nights again.

According to the Minutes of CLRC Meeting #16-69, item 3, GX-3, "The only instance in which an individual, as a matter of right, can invoke the jurisdiction of the Coast Committee is where the local committee has held a hearing prescribed by Paragraph 17.41. Such a hearing is required where an individual claims a violation of Section 13."

The Minutes of CLRC Meeting #16-69, item 3, also state; "The local committees are directed to be liberal in permitting any individual to amend his grievance to comply with the provisions of Paragraph 17.41 that the grievance shall set forth 'the facts as to the alleged discrimination.'"

Because of the deliberate discriminatory behavior of the Union, demonstrated in the 66 exhibits I have submitted, (1 Joint Exhibit + 65 Grievant Exhibits), I am asking for back pay with interest, compounded daily.