



Bulletin #08-08

February 12, 2008

STOP WORK MEETING WEDNESDAY, FEBRUARY 13, 2008

ILWU Local 13 will hold a Stop Work Meeting on Wednesday, February 13, 2008 at 7:00 p.m. at ILWU Memorial Hall, 231 W. "C" Street, Wilmington. The 2008 Budget will be presented and the 2008 nominations for the Spring Election will open.

DISTRIBUTION OF CLASS "A" MEETING CHECK-IN CARDS

The cards will be distributed at the Dispatch Hall on Tuesday, February 12th 2008 at 3:30 p.m. – 6:00 p.m. (Nightside). The distribution for Wednesday, February 13, 2008 will be at 5:30 a.m. – 7:30 a.m. at the Dispatch Hall and 5:00 p.m. – 6:30 p.m. at the ILWU Memorial Hall (prior to the Stop Work Meeting). After the dates listed above, you will have to pick up your card with the Records Clerk at the Dispatch Hall.

MONTHLY UTR'S

There seems to be some confusion regarding the rules and wages paid to those who take Monthly UTR's. Hopefully, this bulletin will give some guidance to some of the everyday questions you may have.

Class "A" Dispatch Rules under MONTHLY UTR JOBS state:

1. Orders for monthly UTR operators must be placed four (4) days prior to the end of the month. Such orders will be placed with the ILWU Joint Dispatchers and the PMA allocator. No tags are to be placed on monthly UTR orders.
2. The ILWU Dispatcher will post the list of jobs at the UTR window three (3) days prior to the end of the month for review by the membership.
3. On the first (1st) day of each month, dispatch of monthly UTR operators shall occur so as to guarantee the arrival of all monthly UTR operators to their Employers prior to the start of the shift.
4. In the event that a monthly UTR operator is released for cause or voluntarily discontinues his/her monthly employment, that monthly job is discontinued. Under such circumstances, the Employer is not obligated to complete the monthly guarantee and this job would be ordered, if needed on a daily basis from the Joint Dispatch Hall as required by the Employer (Special Mtg. No. 164-90, 9-19-90).
5. In the event that a monthly UTR operator voluntarily discontinues his/her monthly employment, or the monthly job has been fulfilled, the member must check in with all monthly guaranteed hours (maximum 195 hours) paid plus any volunteer hours worked from the Longshore Dispatch Hall. (Example: If a monthly UTR operator collects a guarantee of 45 hours per week, volunteers two (2) days @ 8 hours per day out of the hall and voluntarily discontinues his/her monthly employment after the first week, he/she would check in on their appropriate board with the accumulative total of sixty-one (61) hours). In the event that your accumulated hours is less than the average hours on your respective boards, you must take average when checking in
6. All Monthly UTR drivers, when volunteering, shall check in on the steady board.

Special Labor Relation Committee Minutes No. 42-91

The Union submitted the following proposal for the Committee's consideration based on a five-day work week:

Days Worked/Week	Paid Work Hours	Guarantee	Total
0	0	5 days x 6.5 = 32.5	32.5
1	9	4 days x 6.5 = 26.0	35.0
2	18	3 days x 6.5 = 19.5	37.5
3	27	2 days x 6.5 = 13.0	40.0
4	36	1 day x 6.5 = 6.5	42.5
5	45	0 days	45.0

The Committee agreed that, when the first or last week of the month starts on any day but Saturday, the above-guarantee will be prorated.

Example: If the first of the month falls on a Wednesday and there is no work for the remainder of the week, the guarantee will be 6.5 hours a day for Wednesday, Thursday, and Friday or 19.5 hours.

Men volunteering for more than five days of work per week will have all work hours deducted from the 195 monthly guarantee.

Additionally, the Committee agreed a monthly UTR operator can start his last shift during the month if his hours (paid or worked) are at or below 190 hours.

Special Labor Relation Committee Minutes No. 65-91

The Committee once again reviewed the proposal made by the Employers in Special LRC No. 42-91 and the amendments to that proposal submitted by the Union in LRC Meeting No. 40-91 regarding the guarantee to be paid monthly UTR operators.

The Committee agreed to the following addition to what was outlined in Special LRC Meeting No. 42-91:

1. If the first of the month falls on a Wednesday and there is no work for the remainder of the week, the guarantee will be 9 hours a day for Wednesday, 6.5 hours for Thursday, and 6.5 hours for Friday.
2. Hours worked for the company when volunteering from the Joint Longshore Dispatch Hall shall not count against the monthly guarantee.

The Officers would like to point out that there are companies which are trying to implement their own versions of rules and payments made to individuals who volunteer for the Monthly UTR's. Please provide the Union a copy of anything handed to you when volunteering for the Monthlys, to the Records Clerk at the Joint Longshore Dispatch Hall! Note: You are required to be available to the employer with the provisions outlined in Section 6.1 of the P.C.L.C.D.

You will also find all other rules pertaining to the Monthly UTR's in the Addenda of the PCLCD, page 264-267, item C. Monthly Employment.

FRUIT & AUTO JOBS

The Officer's of Local 13 have been notified by the Employers there have been instances of pilferage (theft) at the fruit and auto jobs.

THIS HAS BECOME A VERY SERIOUS PROBLEM; THE EMPLOYERS WILL PROSECUTE TO THE FULLEST!!

17.822 – Pilferage

17.8221 – For first offense pilferage: Minimum penalty, 60 days' suspension work. Maximum penalty, discretionary.

17.8222 – For second offense pilferage: MANDATORY cancellation from registered list upon request of the employer.

The Employers have reported that several vehicles have been damaged at the auto jobs. Please be very careful when driving the vehicles off the ship. If a vehicle is damaged, please notify the Foreman immediately before you drive it off the ship!

Mike Mitre
President

Ray Benavente
Vice President

Chris Viramontes
Secretary/Treasurer