

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST GULF MARITIME ASSOCIATION, THE SOUTH ATLANTIC
AND GULF COAST DISTRICT, INTERNATIONAL LONGSHOREMAN'S
ASSOCIATION AND ALL ITS AFFILIATED LOCALS FROM AND INCLUDING
LAKE CHARLES, LOUISIANA TO BROWNSVILLE, TEXAS**

GRIEVANCE AND ARBITRATION PROCEDURE

A.

Scope of Grievance and Arbitration Procedure

1. All employment decisions will be made without regard to race, creed, color, religion, national origin, sex, age, disability, sexual orientation, or union membership or non-membership. The Parties will comply with all employment statutes, including, but not limited to Title VII, FLSA, HIPAA, ERISA, ADA, ADEA, FMLA, and OSHA.
2. In addition, the Parties prohibit any employee or employer from harassing or discriminating against any person because of race, color, religion, sex, national origin, age, sexual orientation, or disability, or any other basis prohibited by law. The Parties also prohibit retaliation against a worker making a complaint or cooperating in an investigation.
3. Any complaint that there has been a violation of any employment law, including all statutory and common law claims, will be resolved solely by the grievance and arbitration provisions of the collective bargaining agreement.
4. Any remedies awarded relating to an employment law claim cannot exceed the statutory remedies. No party will be liable for any conduct or decisions of any other party unless that party had substantial and direct control of the conduct or decision at issue.
5. This provision does not apply to claims for workers' compensation benefits and NLRA/NLRB claims, nor prevent any person from filing a charge with the EEOC.
6. This grievance and arbitration procedure is the exclusive remedy with respect to disputes arising between the union or any person working under the Collective Bargaining Agreement ("Agreement") and the Association or any employer. A Step 1 hearing must be requested within 6 months of the original occurrence that is the basis of the complaint or 6 months from when a complaint form is sent to an ILA Local from the WGMA, whichever is later.
7. Disputes not submitted within 6 months as described above are forever time barred from being submitted.
8. Any worker claiming a violation of employment law must follow the procedure in the memorandum entitled "Facilitator Investigation Process."
9. Parties may mutually agree on the use of a facilitator as appropriate.

B.
Informal Dispute Resolution Encouraged

1. At every stage of the process the Parties are encouraged to resolve disputes informally, and are encouraged to submit disputes to a Joint Productivity Review Committee. The JPRC process, however, is optional and either side may waive the use of the JPRC and request a Step 1 grievance.

C.
Step 1 Grievance Hearing Procedure

1. A worker must make a request for a Step 1 hearing through their ILA Local. If the union is requesting a grievance it must give notice to the West Gulf Maritime Association in writing, including electronically, as quickly as possible.
2. If an employer or the West Gulf Maritime Association is requesting a grievance, it must give notice to the ILA Local (or the ILA District if it is a West Gulf – wide issue) in writing, including electronically, as quickly as possible.
3. If a worker has a statutory employment law claim that includes a claim against another worker or against the union, the worker may make the request for a Step 1, Step 2, and arbitration directly to the West Gulf Maritime Association, and may proceed independently of their ILA local at the Step 1, Step 2, and arbitration proceedings.
4. The Step 1 hearings will be coordinated by the West Gulf Maritime Association, and a regular time will be set for the hearings. The Step 1 hearing time may be scheduled to accommodate witnesses' schedules. A Step 1 must be scheduled within 30 days from the grievance request. However, once a date is determined, a grievance may be rescheduled only once by each side if necessary (unless otherwise determined by mutual agreement). If either party does not appear at a Step 1 without requesting for a postponement at least 24 hours in advance or without a legitimate emergency, the Step 1 will continue without that party's participation.
5. All evidence and testimony the Parties deem relevant is to be presented at the Step 1 hearing. The Step 1 hearing will be heard by at least one employer who is not involved in the dispute. If the dispute affects all employers, the Step 1 hearing will be heard by at least two employers.
6. The West Gulf Maritime Association will prepare a Step 1 report describing the evidence presented and the recommended decision. The parties have 14 days from receipt of the Step 1 report to respond in writing, including electronically, to correct any omissions or mischaracterizations of any evidence given at the Step 1 hearing. The recommended decision is final and binding on the parties if there is no Step 2.

D.
Step 2 Grievance Appeal Procedure

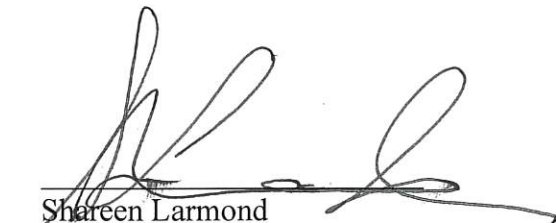
1. The purpose of a Step 2 is to determine whether the Step 1 decision was a correct interpretation of the collective bargaining agreement.
2. The employer may not appeal a Step 1 report recommended decision. The District, on behalf of the ILA local, may appeal a Step 1 report recommended decision by written notice, including electronically, to the West Gulf Maritime Association within 30 days of day the Step 1 report is sent to the union.
3. The South Atlantic and Gulf Coast District, International Longshoremen's Association, and the West Gulf Maritime Association will use two mediators who are acceptable to both Parties. Mediators will serve at the discretion of the Parties throughout the term of the various Agreements between the Parties.
4. The Step 2 Appeals Committee is composed of one official of the I.L.A. District Office, one official of the West Gulf Maritime Association, and one mediator selected at random by the Parties. The mediator selected shall then schedule a Step 2 meeting as soon as possible, and will chair the Step 2 meeting. The parties to the dispute have a right to be heard at the Step 2 meeting. The meeting is in the nature of an appeal. The Appeals Committee is limited to a review of the evidence submitted at the Step 1 hearing as set forth in the Step 1 report. If there is a claim of new evidence or an incomplete record at the Step 1, the Step 2 Appeals Committee may remand the claim to the Step 1 committee to complete the hearing. Neither member of this committee may be directly involved in the dispute or have served in Step 1 of the grievance procedure.
5. If the official of the I.L.A. District Office and the official of the West Gulf Maritime Association agree on a decision, the decision will be signed by the ILA District Office and the West Gulf Maritime Association, and will be a final and binding decision.
6. If the official of the I.L.A. District Office and the official of the West Gulf Maritime Association do not agree on a decision, each will prepare a proposed decision and submit those decisions to the mediator. The mediator must sign one of the decisions submitted. The decision signed by the mediator will be immediately implemented and observed.

E.


Arbitration Procedure

1. Arbitration can be requested only if there has been no joint and final binding decision at the Step 2. If there is a mediator decision, either Party may request that the dispute be arbitrated. Arbitration must be requested within 30 days from the date the mediator's decision is signed. If neither Party requests arbitration within 30 days from the date the mediator's signed decision is distributed, the decision is final and binding.
2. Arbitration is requested by seeking an arbitrator from the Federal Mediation and Conciliation Service and giving the opposing party written notice. FMCS will appoint a panel of five arbitrators and will submit the list to each of the Parties.

3. If the Parties are unable to mutually agree on an arbitrator they will alternatively strike one name from the panel of arbitrators (with the Party requesting the arbitration going first) until only one name remains on the list and that person will serve as the arbitrator of the grievance.
4. If the Parties do not select an arbitrator within 14 days of receipt of the panel from FMCS because one of the Parties refuses to engage in the selection process in a timely manner that Party shall be considered in default and the grievance will be awarded to the other Party.
5. The arbitrator has the authority to rule on the dispute which was made the subject of the Step 1 report and on all issues of arbitrability of the dispute. The arbitrator does not have authority to render a decision which has the effect of modifying the terms of the Agreement negotiated by the Parties.
6. The decision of the arbitrator is final and binding upon all parties. The party requesting arbitration is required to pay the full amount of the arbitrator's fees and expense.



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