

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**ILWU Local 19 and International Longshore and Warehouse Union
(Pacific Maritime Association)**

Case 19-CB-190139

and

Pacific Maritime Association

Case 19-CA-195788

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party PMA, Charged Party ILWU, Charged Party Local 19 (collectively referred to as “Charged Parties”) and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official for Charged Party Local 19 will then sign and date the Local 19 Notice and immediately post it in the dispatch area at the Seattle longshore dispatch hall. A responsible official for each of Charged Parties ILWU and PMA will sign the ILWU-PMA Notice and immediately post it in the dispatch area at the Seattle longshore dispatch hall. The Charged Parties will keep all Notices posted for 120 consecutive days after the initial posting. The Joint Coast Labor Relations Committee (CLRC), made up of Charged Party ILWU and Charged Party PMA, will send by regular mail to all Charged Party Local 19 represented casual and registered longshore workers in Seattle, including currently contemplated new additions to the casual list, a memo-type notice on CLRC letterhead clarifying that section 17.15 of the PCLCD does not and has never required workers to exhaust contract grievance procedures before filing NLRB charges.

ELECTRONIC POSTING OF NOTICE – Charged Party Local 19 will also post a copy of the Local 19 Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its internet site and/or Facebook page, which it controls and customarily uses to communicate with its members, and keep it continuously posted there for 120 consecutive days from the date it was originally posted. Charged Party Local 19 will send an e-mail to the Region’s Compliance Officer at James.Lorang@nrlrb.gov when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICES — The Charged Parties will comply with all the terms and provisions of said Notices.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Parties do not admit they have violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notices to Employees and Members made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the

litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for the Charged Party PMA authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party PMA. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

Counsel for the Charged Party ILWU authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party ILWU. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

Counsel for the Charged Party Local 19 authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party Local 19. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will issue a Complaint that includes the allegations covered by the Notices to Employees and Members, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Parties understand and agrees that all of the allegations of the Complaint will be deemed admitted

Charged Party
INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION

By: Name and Title Date

Print Name and Title below

Charged Party PMA
PACIFIC MARITIME ASSOCIATION

By: Name and Title Date

Print Name and Title below

Recommended By: Date

Ryan E. Connolly
Field Attorney

Approved By: Date

RONALD K. HOOKS
Regional Director, Region 19

LOCAL 19 NOTICE

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT interpret the following provision in the Pacific Coast Longshore Contract Document (PCLCD) in a manner that requires you to exhaust the grievance procedure before filing a charge with the NLRB:

17.15 The grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising between the Union or any person working under this Agreement or both, on the one hand, and the Association or any employer acting under this Agreement or both, on the other hand, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted.

WE WILL NOT tell you that you do not have the right to file NLRB charges or that you cannot go outside the grievance process to file such charges.

WE WILL respect your right to file NLRB charges.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

ILWU LOCAL 19

(Labor Organization)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

ILWU and PMA NOTICE

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT sanction the following provision in the Pacific Coast Longshore Contract Document (PCLCD) being interpreted in a manner that requires you to exhaust the grievance procedure before filing a charge with the NLRB:

17.15 The grievance procedure of this Agreement shall be the exclusive remedy with respect to any disputes arising between the Union or any person working under this Agreement or both, on the one hand, and the Association or any employer acting under this Agreement or both, on the other hand, and no other remedies shall be utilized by any person with respect to any dispute involving this Agreement until the grievance procedure has been exhausted.

WE WILL respect your right to file NLRB charges.

WE WILL issue a letter to users of the longshore dispatch hall in Seattle, Washington, including currently contemplated new additions to the casual list, making it clear that provision 17.15 of the PCLCD does not prohibit them from pursuing charges at the NLRB and that it will not be interpreted in this manner, and

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION**

(Labor Organization)

Dated: _____ **By:** _____
(Representative) (Title)

PACIFIC MARITIME ASSOCIATION

(Employer Association)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.