

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 21

and

Cases

36-CC-1047
36-CB-2827

EGT, LLC

and

GENERAL CONSTRUCTION COMPANY

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 4

and

Cases

36-CC-1049
36-CB-2831

EGT, LLC

and

GENERAL CONSTRUCTION COMPANY

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

EGT, LLC ("EGT"), has charged in Cases 36-CC-1047 and 36-CB-2827, that International Longshore and Warehouse Union, Local 21 ("Respondent Local 21"), and in Cases 36-CC-1049 and 36-CB-2831, that International Longshore Warehouse Union, Local 4 ("Respondent Local 4") (collectively, "Respondents"), have been engaging in unfair labor practices as set forth in the National Labor Relations Act (the "Act"), 29 U.S.C. § 151 *et seq.*

EXHIBIT 6-a

Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel of the National Labor Relations Board (the "Board"), by the undersigned, pursuant to § 102.33 of the Board's Rules and Regulations, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to § 10(b) of the Act and § 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and alleges as follows:

1.

(a) The Charge in Case 36-CC-1047 was filed by EGT on July 22, 2011, and was served on Respondent Local 21 by regular mail on about that date.

(b) The Amended Charge in Case 36-CC-1047 was filed by EGT on July 27, 2011, and was served on Respondent Local 21 by regular mail on about that date.

(c) The Charge in Case 36-CB-2827 was filed by EGT on August 3, 2011, and was served on Respondent Local 21 by regular mail on about that date.

(d) The Charge in Case 36-CC-1049 was filed by EGT on August 12, 2011, and was served on Respondent Local 4 by regular mail on about that date.

(e) The Amended Charge in Case 36-CC-1049 was filed by EGT on August 16, 2011, and was served on Respondent Local 4 by regular mail on about that date.

(f) The Charge in Case 36-CB-2831 was filed by EGT on August 12, 2011, and was served on Respondent Local 4 by regular mail on about that date.

2.

(a) EGT is a State of Delaware Corporation with an office and place of business in Longview, Washington ("EGT facility"), where it is engaged in the business of exporting grain.

(b) EGT, during the past twelve months, which period is representative of all material times, in conducting its business operations described above in paragraph 2(a), purchased goods and supplies valued in excess of \$50,000 directly from entities located outside the State of Washington.

(c) EGT has been, at all material times, an employer engaged in commerce within the meaning of §§ 2(2), (6) and (7) of the Act.

3.

(a) Respondent Local 21 is and has been, at all material times, a labor organization within the meaning of § 2(5) of the Act.

(b) Respondent Local 4 is and has been, at all material times, a labor organization within the meaning of § 2(5) of the Act.

4.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent Local 21 within the meaning of Section 2(13) of the Act:

Dan Coffman	-	President
Jake Whitehead	-	Vice President
Shelly Porter	-	Vice President and/or Secretary-Treasurer
Byron Jacobs	-	Secretary-Treasurer

(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent Local 4 within the meaning of Section 2(13) of the Act:

Brad Clark	-	President
Rick Anderson	-	Vice President
Todd Walker	-	Labor Relations Committee Member
Cager Clabaugh	-	Officer

5.

(a) Since on or about December 18, 1999, Respondent Local 21 has been party to an agreement (the "Working Agreement") with the Port of Longview, Washington (the "Port"), which contains the following provisions:

The Port of Longview agrees not to lease property for the sole purpose of performing the work described in the Working Agreement between the Port and Local 21, Section XI. Definition of Work Covered, unless the lessee is bound by this agreement.

and

The Employer shall not subcontract any of the foregoing work to private stevedoring companies unless such companies are bound by this Agreement.

(b) Since on or about June 1, 2009, EGT has been party to a lease agreement with the Port (the "Lease Agreement"), which contains the following language:

Lessor [the Port] expressly refers Lessee [EGT] to the provisions of the Working Agreement between the ILWU Local 21 and the Port, dated 1999-2002, as extended through the date of this Lease, for Longview, Washington.

(c) Since on or about July 11, 2011, EGT has been party to an agreement with General Construction Company ("General") for General to perform the production and maintenance work at the EGT facility.

6.

(a) Beginning in or about early 2010 and continuing to date, Respondent Local 21, by Coffman, pursuant to the provisions set forth above in paragraphs 5(a) and (b), has been demanding that EGT enter into an agreement with Respondent Local 21 prohibiting subcontracting to private companies unless the subcontractor is bound to the Working Agreement.

(b) On or about July 11, 2011, Respondent Local 21, by Coffman, informed EGT that the object of Respondents' conduct described below in paragraph 7 was to force or require EGT to enter into the agreement with Respondent Local 21 described above in paragraph 6(a).

(c) On or about July 11, 2011, Respondent Local 21, by Coffman, stated to EGT that Respondents are fighting for jurisdiction over the EGT facility.

7.

(a) Since on or about June 14, 2011, and continuing to date, Respondents, in support of Respondent Local 21's demand described above in paragraph 6, have picketed at and around the EGT facility with signs stating:

"EGT Unfair"
"ILWU Jurisdiction"
"ILWU"
"United We Stand, Divided We Fall"
"ILWU Local 21"
"ILWU Local 4"

(b) By the conduct described above in paragraphs 6 and 7(a), and below in paragraphs 9 through 11, and 13 through 25, Respondents have induced or encouraged individuals employed by EGT and other persons engaged in commerce, or in an industry affecting commerce, to refuse to handle or work on goods and/or refuse to perform services, and has threatened, coerced, or restrained EGT and other persons engaged in commerce or in industries affecting commerce.

(c) An object of Respondents' conduct described above in paragraphs 6 and 7, and described below in paragraphs 9 through 11 and 13 through 25, has been to force or require EGT to enter into an agreement with Respondent Local 21 prohibited by § 8(e) of the Act.

8.

(a) At all material times since July 11, 2011, Respondents have been engaged in a labor dispute with General.

(b) At no material time since July 11, 2011, have Respondents been engaged in a labor dispute with EGT.

(c) At no material time have either of Respondents been recognized or certified pursuant to § 9 of the Act as the exclusive collective bargaining representative of the employees of General.

(d) On or about July 15, 2011, General recognized Operating Engineers International Union, Local 701 ("Local 701") as the exclusive collective bargaining representative of its employees.

9.

(a) Since on or about July 11, 2011, and continuing to date, Respondents, in support of their dispute with General described above in paragraph 8, have picketed at and around the EGT facility with signs stating:

“EGT Unfair”
“ILWU Jurisdiction”
“ILWU”
“United We Stand, Divided We Fall”
“ILWU Local 21”
“ILWU Local 4”

(b) From on or about July 18, 2011, and continuing to date, Respondents, in support of their dispute with General described above in paragraph 8, have engaged in picketing at and around the EGT facility with additional signs stating “Local 701 Scabs.”

10.

(a) On or about July 20, 2011, EGT established and maintained four entrances, Gates 1, 2, 3 and 4.

(b) Since on or about July 20, 2011, Gate 1, which is located near the southeast corner of EGT’s property, just outside of EGT’s administration building, has had a sign stating:

This Gate is for the exclusive use of the employees, visitors, suppliers, vendors, and material deliveries of EGT and all non-construction contractors other than GENERAL CONSTRUCTION. GENERAL CONSTRUCTION should enter through Gate 2. All CONSTRUCTION CONTRACTORS should enter through Gate 4.

Use of this gate by GENERAL CONSTRUCTION and any CONSTRUCTION CONTRACTOR is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(c) Since on or about July 20, 2011, Gate 2, which is located approximately 500 feet north of Gate 1, has had a sign stating:

This Gate is for the exclusive use of employees, visitors, suppliers, vendors, and material deliveries of GENERAL CONSTRUCTION.

Use of this gate by employees, visitors, suppliers, vendors, and material deliveries of EGT or other entities is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(d) Since on or about July 20, 2011, Gate 3, which is located approximately 3,000 feet west of Gate 1, has had a sign stating:

This Gate is for the exclusive use of employees, visitors, suppliers, vendors, and material deliveries of RAILROAD EMPLOYEES.

Use of this gate by employees, visitors, suppliers, vendors, and material deliveries of EGT, GENERAL CONSTRUCTION or other entities is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(e) Since on or about July 20, 2011, Gate 4, which is located approximately 700 feet south of Gate 1, has had a sign stating:

This Gate is for the exclusive use of employees, visitors, suppliers, vendors, and material deliveries of all CONSTRUCTION CONTRACTORS.

Use of this gate by employees, visitors, suppliers, vendors, and material deliveries of EGT, GENERAL CONSTRUCTION, NON-CONSTRUCTION CONTRACTORS, or other entities is strictly prohibited – they must use another designated gate. NO EXCEPTIONS.

(f) Since on or about July 20, 2011, Respondents, by their officers and members, in support of the dispute with General described above in paragraph 8, picketed at Gates 1, 2, and 4.

11.

By the conduct described above in paragraphs 6 through 9 and below in paragraphs 16 through 25, Respondents, by their officers and agents, have induced or encouraged individuals employed by EGT and other persons engaged in commerce, or in an industry affecting commerce, to refuse to perform services and have threatened, coerced, and/or restrained EGT and other persons engaged in commerce or in industries affecting commerce.

12.

An object of Respondents' conduct described above in paragraphs 8 through 11, and described below in paragraphs 16 through 25, has been to force or require EGT and other persons to cease performing services for, handling goods of, or otherwise doing business with General.

13.

(a) On or about June 14, 2011, Respondents, by their officers and agents trespassed onto EGT's property and climbed on EGT's shipping towers and/or grain silos.

14.

(a) Since on or about July 1, 2011, Respondents, by their officers and agents, established and maintained picket lines outside the gates to the EGT facility.

(b) On or about July 1, 2011, the Port erected a sign at the corner of the road leading to the EGT facility designating the road as private property for the use of the lumber yard and EGT only.

15.

On or about July 2, 2011, Respondents, by their officers and agents, knocked down the sign described above in paragraph 14(b) and removed it.

16.

On or about July 11, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a):

(a) tore down a gate maintained by EGT, trespassed onto EGT's leased property, pushed two rail cars out of EGT's rail shed and climbed them, and physically assaulted EGT employees;

(b) verbally assaulted EGT and General employees; and

(c) took pictures and video of EGT and General employees because those employees crossed the picket lines established by Respondents.

17.

Since on or about July 12, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a):

(a) impeded the entrance to and exit from the EGT facility in the presence of employees;

(b) impliedly threatened employees of EGT and General who crossed the picket lines with violence by telling those employees that the picketers knew who they were and where they lived, and then shouting out their addresses; and

(c) followed General employees from the EGT facility onto various roads leading away from the EGT facility and onto the freeway.

18.

On or about July 13, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), completely blocked railway car access on the railroad tracks physically and with vehicles at the EGT facility, thereby prohibiting entry by a train operated by Burlington Northern Santa Fe Railway.

19.

On or about July 15, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), physically blocked ingress to and egress from the EGT facility.

20.

On or about July 21, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), struck a vehicle driven by an EGT manager.

21.

On or about July 22, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a):

(a) impliedly threatened an EGT manager with violence if he crossed the tape that was stretched across Gate 1 at the EGT facility;

(b) impliedly threatened the life of a construction employee at the EGT facility;

(c) threw an egg at, and keyed, a vehicle driven by an EGT manager;
and

(d) blocked all ingress and egress to Gates 1, 2, and 4 at the EGT facility.

22.

On or about July 23, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), threatened a construction employee and blocked that employee's ingress and egress to the EGT facility.

23.

On or about July 25, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a):

(a) blocked and/or impeded ingress and egress to Gates 1, 2 and 4 at the EGT facility;

(b) threatened to throw coffee on an EGT manager, surrounded his vehicle to prevent it from moving, shouted out his home address, and asked him how he slept at night;

(c) pushed and spit on the vehicles of General employees entering the EGT facility through Gate 2;

(d) threatened General employees with death, told them that the picketers knew where they lived, and threatened to follow them home, as the General employees entered the EGT facility through Gate 2;

(e) caused to be placed at the EGT facility outside of its administration building, plastic bags filled with feces;

(f) physically and verbally assaulted Local 701's shop steward as he tried to leave the EGT facility, and followed his vehicle with two pick up trucks from the EGT facility onto the freeway, endangering him; and

(g) followed General employees from the EGT facility onto various roads leading away from the EGT facility and onto the freeway.

24.

On or about July 31, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), caused a black trash bag filled with manure, with paper signs attached stating "scabby 701," to be dropped from an aircraft over the EGT facility outside of its administration building.

25.

Since on or about August 1, 2011, Respondents, by their officers and agents, in the conduct of the picket line activity described above in paragraph 14(a), purposely dropped nails in the road leading to Gates 1, 2, and 4.

26.

By the conduct described above in paragraphs 6, 7, 9 through 11, and 13 through 25 Respondents have been violating §§ 8(b)(4)(i) and (ii)(A) of the Act.

27.

By the conduct described above in paragraphs 7(a), 8 through 12, and 16 through 25, Respondents have been violating §§ 8(b)(4)(i) and (ii)(B) of the Act

28.

By the conduct described above in paragraphs 9, 10, and 13 through 25, Respondents have been restraining and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(b)(1)(A) of the Act.

29.

By the acts described above in paragraphs 6 through 28, Respondents have engaged in unfair labor practices affecting commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondents' unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring Respondents to cease and desist from engaging in any conduct in violation of § 8(b)(4)(i) and (ii)(A) and (B) with respect to any person at any location for any object prohibited by the Act.

WHEREFORE, as part of the remedy for Respondents' unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring Respondents to post Notices at all International Longshore and Warehouse Union offices/facilities in Oregon and Washington, and to mail copies of said Notices to all of Respondents' members.

WHEREFORE, as part of the remedy for Respondents' unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring the Respondents to publish the Notice in both the print and electronic editions of The Daily News in Longview, Washington, for a period of 30 days.

WHEREFORE, as part of the remedy for Respondents' unfair labor practices alleged in paragraph 18, the Acting General Counsel seeks an Order requiring Respondents to notify, in writing, Burlington Northern Santa Fe Railway that it will not block, interfere with, or impede the delivery of railcars to the EGT facility. The Acting General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 12, 2011, or postmarked on or before September 11, 2011.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

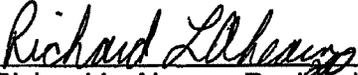
An answer may also be filed electronically through the Agency's website. *To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.* The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer being filed electronically is a

pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 11, 2011, at 1 pm, at 601 SW Second Avenue, Suite 1910, Portland, Oregon**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Seattle, Washington, this 29th day of August, 2011.


Richard L. Ahearn, Regional Director
National Labor Relations Board, Region 19
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