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029422-033

By E-Filing and Overnight Delivery

Scott S. Harris

Clerk

Supreme Court of the United States

One First Street, NE

Washington, DC 20543

Re: South Carolina State Ports Authority, et al.
v. National Labor Relations Board, et al.
No. 23-325

Dear Mr. Harris:

I write in response to your letter dated December 22, 2023, in which you advised me that the Court has requested that a Response be filed on behalf of Respondent International Longshoremen's Association Local 1422 ("Local 1422") to the Petition for Writ of Certiorari ("Petition") filed in the above-referenced matter. Specifically, this is to clarify the relationship between Respondent International Longshoremen's Association ("ILA") and Local 1422 as it relates to the issues presented by the Petition, which we believe should obviate the need for a further filing that will be duplicative of the Response already filed by the ILA.

By way of background, Local 1422 is a local affiliate of the ILA. The ILA, not Local 1422, negotiates the collective-bargaining agreement with the United States Maritime Alliance ("USMX") that covers longshore workers on the Atlantic and Gulf coasts of the United States, including Local 1422-represented workers at various terminals in the Port of Charleston. This collective-bargaining agreement is known as the "Master Contract."

The underlying NLRB proceeding at issue in this case involved two separate Complaints, which were consolidated for hearing before an NLRB Administrative Law Judge. Both Local 1422 and the ILA were named as respondents in the Complaint alleging that Article VII, Section 7(b) of the Master Contract was an unlawful "hot cargo" agreement under Sections 8(b)(4) and 8(e) of the National Labor Relations Act. (The "First Complaint"). This allegation was dismissed by the Administrative Law Judge and then by the Board, whose decision in this regard was enforced by the Court of Appeals

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for the Fourth Circuit. Petitioners here have not challenged the Court of Appeals' decision with respect to the dismissal of the allegation raised by the First Complaint.

The second Complaint in the consolidated proceeding related to the legality of the ILA's lawsuit against USMX and its member carriers alleging that their use of the Leatherman Terminal in the Port of Charleston violated Article I, Section 3 and Appendix A of the Master Contract. (The "Second Complaint") Local 1422 is not a party to this lawsuit and was not named as a respondent in the Second Complaint.

ILA and Local 1422 filed a joint brief before the Fourth Circuit addressing the Board's determinations with respect to both the First and Second Complaints because both determinations were challenged in that forum. But here, the Petition for a Writ of Certiorari challenges the Board's decision with respect to the Second Complaint only, in which Local 1422 was not named as a respondent. Thus, Local 1422 has no direct interest in the Petition, notwithstanding Local 1422's significant derivative interest in the outcome of the proceeding as an affiliate of ILA and given Local 1422's role as the representative of longshore workers in Charleston who are covered by the Master Contract.

In light of the foregoing, the Local respectfully requests that it not be required to file a separate response to the Petition, which would merely duplicate the Response already filed by the ILA.

Very truly yours,



JOSEPH D. RICHARDSON

JDR