

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

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 19 AND
INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION (PACIFIC MARITIME
ASSOCIATION)**

and

Case 19-CB-190139

JIM TESSIER, an Individual

PACIFIC MARITIME ASSOCIATION

and

Case 19-CA-195788

JIM TESSIER, an Individual

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

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 19-CB-190139 and 19-CA-195788, which are based on charges filed by Jim Tessier ("Charging Party"), an Individual, against International Longshore and Warehouse Union, Local 19 ("Respondent Local 19"), herein identified by its correct name, together with the International Longshore and Warehouse Union ("Respondent International"), and against the Pacific Maritime Authority ("Respondent PMA" or the "Association") (collectively, "Respondents"), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, based on these charges, is issued pursuant to § 10(b) of the National Labor Relations

Act (the "Act"), 29 U.S.C. § 151 *et seq.*, and § 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1.

(a) The charge in Case 19-CB-190139 was filed by the Charging Party on December 19, 2016, and a copy was served on Respondent Local 19 by U.S. mail on December 20, 2016.

(b) The first amended charge in Case 19-CB-190139 was filed by the Charging Party on February 21, 2017, and a copy was served on Respondent Local 19 by U.S. mail on February 22, 2017.

(c) The second amended charge in Case 19-CB-190139 was filed by the Charging Party on March 29, 2017, and copies were served on Respondent Local 19 and Respondent International by U.S. mail on about the same date.

(d) The charge in Case 19-CA 195788 was filed by the Charging Party on March 29, 2017, and a copy was served on Respondent PMA by U.S. mail on about the same date.

2.

(a) At all material times, Respondent PMA has been a multiemployer association of employer-members engaged in longshore and stevedoring operations in and about the ports in Seattle, Washington ("Port of Seattle"), and others along the Pacific coast.

(b) At all material times, certain employer-members of Respondent PMA have duly authorized it to represent them in collective bargaining negotiations.

(c) In conducting their port operations at the Port of Seattle described above in paragraph 2(a) during the past twelve months, which period is representative of all material times, employer-members of Respondent PMA derived gross revenues in excess of \$500,000.

(d) In conducting their port operations at the Port of Seattle described above in paragraph 2(a) during the past twelve months, which period is representative of all material times, employer-members of Respondent PMA purchased and received at the Port of Seattle goods valued in excess of \$50,000 directly from points outside the State of Washington.

(e) Respondent PMA and its employer-members are, and have been at all times, employers engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

(a) At all material times, Respondent Local 19 has been a labor organization within the meaning of § 2(5) of the Act.

(b) At all material times, Respondent International has been 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 19 within the meaning of § 2(13) of the Act:

Rich Austin	-	Local President
Jerome Johnson	-	Night Business Agent
Kurt Heritage	-	Day Business Agent

Robert Denzel	-	Dispatcher
Justin Hirsch	-	Labor Relations Committee Member
Ryan Lenz	-	Labor Relations Committee Member
Paul Wasbrekke	-	Labor Relations Committee Member

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

Robert McEllrath	-	International President
Ray Familathe	-	International Vice President
Frank Ponce De Leon	-	Coast Committeeman
Cameron Williams	-	Coast Committeeman
Roy Ortiz, Jr.	-	Former Coast Committeeman

(c) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent PMA within the meaning of § 2(11) of the Act and/or agents of Respondent PMA within the meaning of § 2(13) of the Act:

James McKenna	-	President and CEO
Steve Hennessey	-	Senior Vice President
Michael Wechsler	-	Senior Vice President
Craig Epperson	-	Former Senior Vice President
Doug Stern	-	PMA Seattle Representative

5.

(a) The following employees of Respondent PMA's employer-members at the Port of Seattle (the "Unit") constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act:

All employees performing work described in and covered by "Section 1. Scope of This Contract Document and Assignment of Work to Longshoremen" of the Pacific Coast Longshore Contract Document ("PCLCD" or "Agreement"); excluding all other employees, guards, and supervisors as defined in the Act.

(b) At all material times, Respondent International and Respondent Local 19 have been the designated exclusive collective-bargaining representatives of the Unit, and recognized as such by Respondent PMA. Such recognition has been embodied in successive collective bargaining agreements between Respondent International and Respondent PMA, including the PCLCD, which was effective from July 1, 2008, through July 1, 2014.

(c) At all material times, Respondent International and Respondent Local 19 have been the exclusive collective-bargaining representatives of the Unit within the meaning of § 9(a) of the Act.

6.

At all material times, Respondents have maintained the following rule as § 17.5 of the PCLCD:

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.

On the dates listed below, Respondent Local 19, by Local President Rich Austin in the locations noted, engaged in the following conduct:

(a) On about August 25, 2016, by phone, told Unit employees not to go outside the grievance process by filing NLRB charges;

(b) On about August 29, 2016, at Respondent Local 19's hall, interrogated Unit employees as to why they were going outside the grievance process by filing charges at the NLRB;

(c) On about September 8, 2016, at a membership meeting at Respondent Local 19's hall, told Unit employees that the grievance procedure in the PCLCD is the exclusive remedy with respect to any dispute, and instructed them not to file charges with the NLRB;

(d) On about September 14, 2016, by phone, told Unit employees they do not have the right to file NLRB charges; and

(e) On about October 13, 2016, at a membership meeting at Respondent Local 19's hall, told Unit employees that the grievance procedure in the PCLCD is the exclusive remedy with respect to any dispute, and instructed them not to file charges with the NLRB.

By the conduct described above in paragraphs 6 and 7, Respondent Local 19 has 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.

9.

By the conduct described above in paragraph 6, Respondent International has 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.

10.

By the conduct described above in paragraph 6, Respondent PMA has been restraining and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

11.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondents International and PMA to revise § ~~17.5~~ ^{17.15} of the PCLCD and post a Notice wherever the PCLCD is maintained or in effect.

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 June 7, 2017, or postmarked on or before June 6, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case

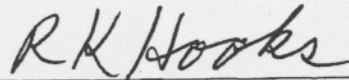
Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is 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 the **1st day of August, 2017, at 9 a.m.** and on consecutive days thereafter until concluded, a hearing will be conducted before an

administrative law judge of the National Labor Relations Board in the James C. Sand Hearing Room of the Jackson Federal Building, 915 2nd Avenue, Seattle, Washington. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this 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 24th day of May, 2017



RONALD K. HOOKS, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Attachments