

**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

JIM TESSIER, *an Individual*.

&

PACIFIC MARITIME ASSOCIATION,

and

JIM TESSIER, *an Individual*.

Case No. 19-CB-190139

Case No. 19-CA-195788

**PACIFIC MARITIME ASSOCIATION'S
ANSWER TO CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules & Regulations, Pacific Maritime Association (hereinafter "PMA" or "Respondent"), through its undersigned counsel, answers the Consolidated Complaint and Notice of Hearing dated May 24, 2017 ("Complaint") according to the numbered paragraphs thereof. To the extent that the Complaint's introductory paragraph contains allegations and legal conclusions, they are denied.

1. (a) Respondent lacks sufficient knowledge or information to determine the truth or falsity of the allegations in paragraph 1(a) of the Complaint.

(b) Respondent lacks sufficient knowledge or information to determine the truth or falsity of the allegations in paragraph 1(b) of the Complaint.

(c) Respondent lacks sufficient knowledge or information to determine the truth or falsity of the allegations in paragraph 1(c) of the Complaint.

(d) Admitted.

2. In response to paragraph 2 of the Complaint, Respondent avers as follows:

PMA is a California non-profit mutual benefit corporation. It is headquartered in San Francisco and has branch offices in several United States West Coast cities, including Seattle. Its members include approximately 50 for-profit stevedore companies, marine terminal operators, and cargo-handling equipment maintenance and repair contractors that employ longshore workers and other categories of dockworkers at dock facilities located at ports in California, Oregon, and Washington. PMA is a multi-employer collective-bargaining agent: its primary purpose is to negotiate, enter into, and administer on behalf of its members collective-bargaining agreements with the International Longshore and Warehouse Union ("ILWU") and certain of its Local Unions, including Local 19 at the Port of Seattle.

Annually, at least some of the employer-members of PMA derive gross revenues in excess of \$50,000 for furnishing or functioning as essential links in the transportation of passengers, freight, or both from the State of Washington to other States or foreign countries.

Respondent admits that it is the multi-employer bargaining representative of employer-members who are engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent otherwise denies the allegations in paragraph 2 of the Complaint.

3. (a) Admitted.

(b) Admitted.

4. (a) Admitted. Note the correct spelling of “Kurt Harriage” and “Robert Dalzel”.

(b) Admitted. Note the correct spelling of “Ray Ortiz, Jr.”.

(c) Admitted, except for the following corrections: Craig Epperson currently and all material times has held the position of Senior Vice President, General Counsel and Secretary of PMA. Note the correct spelling of “Doug Stearns”; Mr. Stearns’ position is Assistant Area Manager.

5. In response to paragraph 5 of the Complaint, Respondent avers as follows:

(a) Respondent admits that it, on behalf of its employer-members, is party to the Pacific Coast Longshore & Clerks’ Agreement (“PCL&CA”), which is a coastwide, multi-employer collective bargaining agreement covering a coastwide bargaining unit of longshore workers employed by PMA members at dock facilities located at ports on the Pacific Coast of the United States. Two documents constitute the PCL&CA: the Pacific Coast Longshore Contract Document (“PCLCD”), which covers the longshore workers in the coastwide bargaining unit, and the Pacific Coast Clerks’ Contract Document (“PCCCD”), which covers the marine clerks in the coastwide bargaining unit. The coastwide, multi-employer bargaining unit of longshore workers was established by order of the Board. *Shipowners’ Ass’n of the Pac. Coast*, 7 NLRB 1002 (1938), *petition for review dismissed sub nom. Am. Fed’n of Labor v. NLRB*, 103 F.2d 933 (D.C. Cir. 1939), *aff’d*, 308 U.S. 401 (1940). Respondent is the successor to the employer associations named in this original and historic certification. Respondent otherwise denies the Complaint’s description and definition of “the Unit” as used in paragraph 5(a).

(b) Respondent admits that the ILWU, at all material times, has been the exclusive collective-bargaining representative of the coastwide, multi-employer unit of longshore workers and marine clerks covered by the PCL&CA, the most recent of which is effective July 1, 2014 through June 30, 2019. Respondent otherwise denies the allegations in paragraph 5(b).

(c) Respondent admits that ILWU Local 19 is affiliated with the ILWU and represents longshore workers at the Port of Seattle under the PCL&CA. Respondent otherwise denies the allegations in paragraph 5(c).

6. Respondent admits that the quoted language contained in paragraph 6 of the Complaint is a provision of the PCLCD. However, this language appears in the PCLCD at Section 17.15.

7. Respondent lacks sufficient knowledge or information to determine the truth or falsity of any of the allegations in paragraph 7 of the Complaint.

8. Denied.

9. Denied.

10. Denied.

11. Denied.

ADDITIONAL DEFENSES

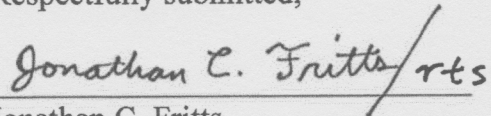
1. The Complaint fails to state a claim against Respondent upon which relief may be granted.

2. The allegations of the Complaint are barred by the six-month statute of limitations in Section 10(b) of the Act or by the doctrine of laches.

3. The contract provision described in paragraph 6 of the Complaint is facially lawful, has existed for decades for entirely lawful and legitimate reasons, and has not been applied in a manner that violates Section 8(a)(1) of the Act.

WHEREFORE, Respondent respectfully moves that the Consolidated Complaint be withdrawn and the underlying charges be dismissed on all counts.

Respectfully submitted,

Handwritten signature of Jonathan C. Fritts, with 'rts' written below the signature.

Jonathan C. Fritts

Ryan T. Sears

MORGAN, LEWIS & BOCKIUS LLP

1111 Pennsylvania Avenue, N.W.

Washington, DC 20004

(202) 739-3000

jonathan.fritts@morganlewis.com

ryan.sears@morganlewis.com

Counsel for Respondent

Pacific Maritime Association

Dated: June 7, 2017