

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

PACIFIC MARITIME ASSOCIATION

and

19-CA-204276

JIM TESSIER, an Individual

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 19

and

19-CB-204318

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-CA-204276 and 19-CB-204318, based on charges filed by Jim Tessier ("Charging Party"), an Individual, against Pacific Maritime Authority ("Respondent PMA" or the "Association") and against the International Longshore and Warehouse Union, Local 19 ("Respondent Local 19") (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 Respondents have violated the Act as described below.

1.

(a) The charge in Case 19-CA-204276 was filed by the Charging Party on August 10, 2017, and a copy was served on Respondent PMA by U.S. mail on August 14, 2017.

(b) The charge in Case 19-CB-204318 was filed by the Charging Party on August 10, 2017, and a copy was served on Respondent Local 19 by U.S. mail on August 14, 2017.

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 port in Seattle, Washington ("Port of Seattle"), and others ports along the Pacific coast, with an office and place of business in Seattle, Washington.

(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 \$50,000 for the transportation of freight in interstate commerce under arrangements with, and as agent for, various common carriers operating between various States of the United States.

(d) Based on its operations described above in paragraph 2(a), employer-members of Respondent PMA function as an essential link in the transportation of freight in interstate commerce.

(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.

At all material times, Respondent Local 19 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 PMA within the meaning of § 2(13) of the Act:

James McKenna	-	President and CEO
Craig Epperson	-	Senior Vice-President
Steve Hennessey	-	Senior Vice-President
Michael Wechsler	-	Senior Vice-President
Doug Stearns	-	PMA Seattle Assistant Area Manager

(b) 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	-	President
Justin Hirsch	-	Labor Relations Committee Member
Ryan Lenz	-	Labor Relations Committee Member
Paul Washbrenke	-	Labor Relations Committee Member

(c) At all material times, Greg Anthony has held the position of dispatcher, and has been an agent of both Respondent PMA and Respondent Local 19 within the meaning of § 2(13) of the Act.

5.

(a) The following employees of Respondent PMA's employer-members, including those performing work 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 Local 19 has been the designated exclusive collective-bargaining representative of the Unit, and recognized as such by Respondent PMA. Such recognition has been embodied in successive collective bargaining agreements, including the PCLCD, between the International Longshore and Warehouse Union and Respondent PMA, which is effective July 1, 2014 to July 1, 2019.

(c) At all material times, pursuant to the PCLCD, Respondent PMA and Respondent Local 19 have jointly operated a dispatch hall for placement of Unit employees with the employer-members of Respondent PMA at the Port of Seattle.

(d) At all material times, Respondent Local 19 has been the exclusive collective-bargaining representative of the Unit within the meaning of § 9(a) of the Act.

6.

On about August 7, 2017, Respondent PMA and Respondent Local 19, by dispatcher Greg Anthony, threatened employees with violence because employees asserted a certain interpretation of the PCLDC to the dispatcher and otherwise engaged in union or protected, concerted activity.

7.

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.

8.

By the conduct described above in paragraph 6, 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.

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

ANSWER REQUIREMENT

Respondents are 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 December 13, 2017, or postmarked on or before December 12, 2017.** Each 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 Section 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.