

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

PACIFIC MARITIME ASSOCIATION	19-CA-204276
and	
JIM TESSIER, an Individual	
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INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 19	19-CB-204318
and	
JIM TESSIER, an Individual	

**ANSWER TO CONSOLIDATED COMPLAINT**

Pursuant to Section 102.20 *et seq.*, Respondent International Longshore and Warehouse Union, Local 19 (“Local 19” or “Respondent”) appears now and answers the allegations as follows below. Local 19 reserves its right to amend its Answer, including its defenses and affirmative defenses, as additional facts become known through the course of investigation. To the extent that the Complaint’s introductory Paragraph contains allegations and legal conclusions, they are denied. To the extent that the allegations in the following numbered Paragraphs are not admitted, they are denied:

1. Local 19:

- a. Lacks sufficient information to admit or deny the allegations contained in ¶ 1(a).
- b. Admits the allegations in ¶ 1(b).

2. Local 19:

- a. Lacks sufficient information to admit or deny the allegations contained in ¶ 2(a).
  - b. Lacks sufficient information to admit or deny the allegation contained in ¶ 2(b).
  - c. Lacks sufficient information to admit or deny the allegations contained in ¶ 2(c).
  - d. Lacks sufficient information to admit or deny the allegation contained in ¶ 2(d).
  - e. Lacks sufficient information to admit or deny the allegations contained in ¶ 2(e).
3. Local 19 admits the allegation in ¶ 3.
4. Local 19:
- a. Lacks sufficient information to admit or deny the allegations contained in ¶ 4(a).
  - b. Admits the allegations in ¶ 4(b).
  - c. Admits the allegations in ¶ 4(c) to the extent Greg Anthony (“Anthony”) has held the position of dispatcher, but denies that Anthony is an agent of Local 19 within the meaning § 2(13) of the Act.
5. Local 19:
- a. Admits that the employees represented by Respondent are part of a single coastwise bargaining unit encompassing workers employed by PMA member companies at Pacific Coast ports in California, Oregon, and Washington. Local 19 further admits that the International Longshore and Warehouse Union (“ILWU”), on behalf of its member locals, is signatory to the Pacific Coast Longshore & Clerks Agreement (“PCL&CA”), which includes the Pacific Coast Longshore Contract Document (“PCLCD”), and the Pacific Coast Clerks’ Contract Document (“PCCCD”). The coastwise, multi-employer bargaining unit 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). Local 19 denies the remaining allegations in ¶ 5(a).

b. Admits that the ILWU is the exclusive bargaining representative of the coastwise multi-employer bargaining unit employing workers, including longshore workers. Local 19 represents bargaining unit employees working at PMA member companies at the Port of Seattle, including those who are covered by the PCLCD between PMA and the ILWU, and currently in effect from July 1, 2014 to July 1, 2019. Local 19 denies the remaining allegations in ¶ 5(b).

c. Admits that the Seattle Joint Port Labor Relations Committee (“JPLRC”), which is comprised of PMA and ILWU 19 members, jointly administers the dispatch hall for dispatch of ILWU represented workers to jobs at PMA member companies at the Port of Seattle. Local 19 denies the remaining allegations in ¶ 5(c).

d. Admits that at all material times it has represented those employees working under the PCLCD at the Port of Seattle, who are part of the coastwise single bargaining unit. Local 19 denies the remaining allegations in ¶ 5(d).

6. The allegations in ¶ 6 are denied.

7. The allegation in ¶ 7 is a conclusion of law to which no response is required. If and to the extent that ¶ 7 contains factual allegations, each and every allegation is denied.

8. The allegation in ¶ 8 is a conclusion of law to which no response is required. If and to the extent that ¶ 8 contains factual allegations, each and every allegation is denied.

9. The allegation in ¶ 9 is a conclusion of law to which no response is required. If and to the extent that ¶ 9 contains factual allegations, each and every allegation is denied.

## DEFENSES AND AFFIRMATIVE DEFENSES

10. The Consolidated Complaint fails to state a claim upon which relief can be granted.
11. Anthony is not an agent of Local 19 because he is an agent of the JPLRC, which is itself not an agent of Local 19.
12. To the extent Anthony serves as an agent of Local 19 while performing acts within the scope of his normal delegated duties, he was not its agent during the alleged confrontation because, (a) he was not acting within the scope of his duties, and (b) Local 19 did not authorize, ratify, or adopt Anthony's conduct.
13. Kerry Martinez ("Martinez"), the employee with whom Anthony disputed, lost any protection he would have otherwise been afforded under the Act because of the disruptive and abusive manner of his protest.
14. Anthony did not coerce or restrain Martinez from engaging in protected concerted activity because (a) there was no causal nexus between the alleged assault and Martinez's position on the underlying contract dispute, and (b) none of Anthony's alleged actions would reasonably tend to coerce or intimidate employees from engaging in concerted, protected activities.

WHEREFORE, Local 19 seeks dismissal of the Complaint in its entirety.

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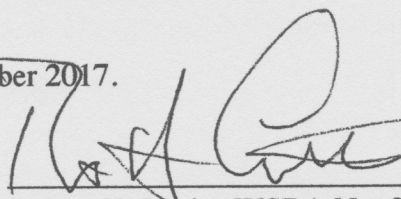
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Dated this 13<sup>th</sup> day of December 2017.



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