

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

PACIFIC MARITIME ASSOCIATION,

and

JIM TESSIER, an Individual

Case No. 19-CA-204276

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 19,

and

JIM TESSIER, an Individual

Case No. 19-CB-204318

**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, Respondent Pacific Maritime Association (hereinafter "PMA"), through its undersigned counsel, answers the Consolidated Complaint and Notice of Hearing dated November 29, 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. To the extent that the allegations in the following numbered Paragraphs are not admitted, they are denied.

1. (a) PMA admits that the charge in Case No. 19-CA-204276 was served on it on August 14, 2017. PMA denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegation as to when the charge was filed.

(b) PMA denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations as to when the charge in Case No. 19-CB-204318 was filed or served against Respondent International Longshore and Warehouse Union Local 19 (“Local 19”).

2. (a) PMA admits that, at all material times, it has been a California non-profit mutual benefit corporation, established and governed by its member companies. It has been headquartered in San Francisco and has had branch offices in several United States West Coast cities, including Seattle. Its members have included the approximately 60 for-profit stevedore companies, marine terminal operators, and cargo-handling equipment maintenance and repair contractors that employ longshore workers and other categories of dockworkers to load and unload cargo from seagoing vessels at waterfront facilities located at ports in California, Oregon, and Washington. PMA further admits that, at all material times, it has been a multi-employer collective-bargaining agent: its primary purpose has been to negotiate, enter into, and administer on behalf of its members collective-bargaining agreements with the International Longshore and Warehouse Union (“ILWU International”) and certain of its Longshore Division Local Unions, which represent the West Coast dockworkers.

(b) Admitted.

(c) PMA admits that, 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.

(d) See Paragraph 2(c), above.

(e) PMA admits that, at all material times, it is has been 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.

PMA otherwise denies the allegations in Paragraphs 2(a)-(e) of the Complaint.

3. Admitted.

4. (a) Admitted, except for the following corrections: at all material times, Craig Epperson has held the position of PMA's Senior Vice President, General Counsel and Secretary; at all material times, Steve Hennessey has held the position of PMA's Senior Vice President, Labor Relations and Chief Operating Officer; at all material times, Michael Wechsler has held the position of PMA's Senior Vice President, Finance and Administration and Chief Financial Officer; and, at all material times, Doug Stearns has held the position of an Assistant Area Manager in PMA's Seattle office.

(b) Admitted.

(c) PMA admits that Greg Anthony ("Anthony") held the position of dispatcher on August 7, 2017, but denies the remaining allegations in Paragraph 4(c) of the Complaint.

5. (a) PMA admits that it, on behalf of its members, is a party to the Pacific Coast Longshore & Clerks' Agreement ("PCL&CA"), which is a coast-wide, multi-employer collective bargaining agreement covering a coastwide bargaining unit of longshore workers and marine clerks 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 longshore workers in the coastwide bargaining unit, and the Pacific Coast Clerks' Contract Document ("PCCCD"), which covers marine clerks

in the coastwide bargaining unit. The coast-wide, 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). PMA is the successor to the employer associations named in this original and historic certification.

(b) PMA admits that, at all material times, the ILWU International has been the exclusive collective-bargaining representative of the coast-wide, multi-employer unit of longshore workers and marine clerks covered by the PCL&CA, the most recent of which became effective July 1, 2014 and has been extended through July 1, 2022.

(c) PMA admits that, at all material times, pursuant to the PCLCD, there has been a dispatch hall in Seattle for the dispatching of longshore workers to jobs with PMA member-employers at the Port of Seattle and that the Seattle longshore dispatch hall has been jointly operated, but not equally controlled, by PMA and Local 19.

(d) PMA admits that, at all material times, ILWU Local 19 has been delegated by the ILWU International to represent longshore workers locally at the Port of Seattle under the PCLCD.

PMA otherwise denies the allegations in Paragraphs 5(a)-(d) of the Complaint.

6. Denied.

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

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

allegation is denied.

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

ADDITIONAL DEFENSES

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

2. Even if the General Counsel is able to prove that Anthony threatened employees with violence, which PMA denies:

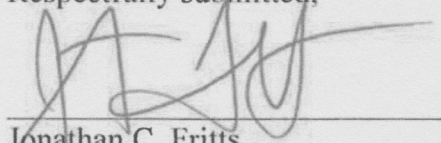
a. Nobody was engaged in activity protected by Section 7 of the Act with Anthony on August 7, 2017.

b. Dispatchers, such as Anthony, are not supervisors within the meaning of Section 2(11) of the Act and dispatchers do not have authority to engage in threats or acts of violence in performing their duties as dispatchers.

c. PMA is not strictly liable for the conduct of dispatchers.

WHEREFORE, Respondent respectfully moves that the Complaint be withdrawn and the underlying charge against PMA be dismissed.

Respectfully submitted,



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