

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

In re the Mediation Between the
Inlandboatmen's Union of the Pacific and
the Washington State Ferries Concerning
Dispatch Rules

MEC CASE NO. 10-07

DECISION NO. 517 - MEC

ORDER CONCLUDING
MEDIATION

Schwerin, Campbell, Barnard and Iglitzin, by *Robert Lavitt*, Attorney, appearing for the Inlandboatmen's Union of the Pacific.

Rob McKenna, Attorney General, by *David Slown*, Assistant Attorney General, appearing for Washington State Ferries.

THIS MATTER came before the Marine Employees' Commission (MEC) on December 13, 2006 when the Washington State Ferries (WSF) and the Inlandboatmen's Union of the Pacific (IBU) asked Commissioner Elizabeth Ford if she would provide them with mediation assistance concerning the issue of dispatch rules. The parties had been negotiating the issue, but with little progress.

Commissioner Ford agreed to serve as Mediator, the matter was docketed as MEC Case No. 10-07, and the first of several settlement conferences was scheduled for January 5, 2007. Additional mediation sessions were held on January 26; March 16, 28; April 18, 30; May 23 and 30.

The parties successfully reached a mutually acceptable settlement during the May 30, 2007 settlement conference. On June 19, the MEC received a signed copy of the parties' Memorandum of Understanding and Deck Dispatch Rules by Seniority-Pilot Program. That signed agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that the joint request for mediation from the IBU and the WSF, MEC Case No. 10-07, is closed in acknowledgment of the parties' settlement agreement.

DATED this 17th day of July 2007.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

JUN 20 2007

MARINE EMPLOYEES COMMISSION
OLYMPIA, WA

MEMORANDUM OF UNDERSTANDING

Between
The State of Washington
And
The Inlandboatmen's Union of the Pacific

Regarding Deck Dispatch Rules By Seniority

1. PARTIES:

The parties referred to in this Memorandum of Understanding (MOU) are The State of Washington, Washington State Ferries, Division of the Washington State Department of Transportation (WSF); and the Inlandboatmen's Union of the Pacific (IBU)

2. PURPOSE:

These parties have entered into this MOU to establish and implement a process for dispatch of Relief and on-call employees for a test period of three months. At the end of the three-month test period the Parties will evaluate the success of this process and enter into negotiations to modify it, if necessary.

3. TERMS OF MOU:

The parties to this MOU agree:

1. Beginning with the start of the 2007 Summer Schedule, dispatch of Relief and on-call employees will be conducted in accordance with the process set forth in the attached "Deck Dispatch by Seniority Process, Pilot Program" (Attachment A).
2. At or near the end of the 2007 Summer Schedule, the Parties will meet to determine whether the process outlined in Attachment A shall continue in effect as currently configured. If either Party desires to modify the test process, the Parties will meet and bargain suggested changes in the process until such matters are resolved. Until final resolution, Attachment A shall remain in effect.
3. To the extent the new Deck Dispatch by Seniority Process, Pilot Program (Attachment A), conflicts with any existing provision(s) of the Collective Bargaining Agreement, Attachment A will control as long as it remains in effect.

4. WSF agrees to add three permanent, year-around OS relief positions, for a total of nine, commencing January 1, 2008 and continuing through duration of the 2007—2009 biennial collective bargaining agreement of the parties.
5. Unless earlier terminated by agreement of the parties, this MOU shall remain in effect until June 30, 2009.

For the IBU: Dennis Conklin 5-30-07
Date:

For the State of Washington: [Signature] 5/30/07
Date:

JUN 20 2007

MARINE EMPLOYEES COMMISSION
OLYMPIA WA

IBU & WSF

Deck Dispatch by Seniority Process PILOT PROGRAM

SUMMER PRE-SELECTON OPEN JOB ASSIGNMENTS-AB Reliefs

1. **Pre-selection Information** During the first week of the Summer Schedule each AB Relief employee and the Union will be provided all summer pre-selection AB open job assignments information. This information will include:
 - Guidelines on the pre-selection procedure
 - Forty (40) hour vacation segments
 - Single vacation and compensatory days
 - Multi-day assignments-defined as same watch, same person, consecutively assigned days (unbroken by regularly scheduled days off)
 - All known make-up and /or beef-up open job assignments
 - Final Summer route list

2. **Notification via Email or Mail** The above information will be sent via email to the Union and each AB Relief employee, with an identified email address. Those employees who do not have an email address on file with WSF will be sent a paper copy through the mail. At the end of each day the Union and each employee, with an identified email address, will be sent an update that identifies remaining open job assignments.

3. **Pre-selection Process** The Dispatcher will contact each AB Relief, by seniority, during the first two weeks of the Summer Schedule to document the employee's selections. The Union and the Employer will confer a week prior to the start of Summer Schedule to identify a start date for the pre-selection process. Dispatch will attempt to contact eight (8) AB Reliefs each day, by seniority, between the hours of 8:30am and 4:00pm.
 - A. The Dispatcher will call the Relief, starting with the most senior Relief employee, at the employee provided phone number(s) and/or the vessel, if the employee is working onboard the vessel. The Relief will have fifteen (15) minutes to return the phone call or thirty (30) minutes if onboard a vessel. If onboard a vessel, barring an operational necessity, Reliefs will be provided the time necessary to complete their pre-selections. In the event of an onboard operation situation, the pre-selection process will be placed on hold until the situation is over and the Relief employee contacts Dispatch within the timeframes outlined above. If the Relief does not call within the above timeframe the Dispatcher will call the next most senior Relief employee. If a Relief employee calls outside the

IBU & WSF - Deck Dispatch

Summer 2007 Pilot Program - 1

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callback period the Dispatcher shall recognize the Relief's seniority, at the time of the callback, before moving to the next AB Relief employee.

B. During this Pre-selection phase, employees will not be entitled to select a portion of a touring watch, forty (40) hour vacation segment or multi-day assignment.

4. After pre-selection by the AB Relief employees any remaining open job assignments for the work period will be included in the "First Version" AOSS AB open job assignment sheet.

First Version- AOSS AB OPEN JOB ASSIGNMENTS

1. At the completion of the dispatch pre-selection process, management will prepare the "First Version" AOSS open job assignment sheet. A copy of this sheet will be sent to the Union and to Reliefs as described in pre-selection # 2 above. This "First Version" AOSS sheet will reflect the updated list of all known open job assignments for the work period.
2. The Dispatcher, utilizing the "First Version" AOSS open job assignment sheet, will contact, in seniority order, AB Relief employees who do not have a total of ten (10) days of work in the work period. The AB Relief employee will be given a choice of available job assignments for the employee's remaining open days.
 - A. Dispatch will call the employee at the employee's supplied phone number(s) and/or vessel, if the employee is working onboard the vessel. The employee will have fifteen (15) minutes to return the phone call or thirty (30) minutes if onboard a vessel. If onboard a vessel, barring an operational necessity, Reliefs will be provided the time necessary to complete their selections. In the event of an onboard operation situation, the selection process will be placed on hold until the situation is over and the Relief employee contacts Dispatch within the timeframes outlined above. If the Relief does not call within the above timeframe the Dispatcher will call the next most senior Relief employee. If an employee calls outside the callback period, the Dispatcher will recognize the employee's seniority, at the time of callback, before moving to the next lower senior employee.
3. Relief employees will be offered assignments at the time they are called, if such assignments are available, in order to achieve ten (10) days of total work for the work period. Any day(s) offered and not accepted will constitute a refusal of work and will result in the loss of guarantee for such day(s).
 - A. Employees may select a portion of any assignment, except for a touring watch (as defined in Rule 1.17), a forty (40) hour vacation

segment, or offsetting shifts as defined below, in order to complete the ten (10) days of total work for the work period. Offsetting shifts refer to two (2) shifts on consecutive days, for the same person on the same watch, that do not total more than sixteen (16) hours (e.g. nine (9) and seven (7) hour shifts). Management will normally approve such selections unless there is an emergency situation. In this event, Management will contact the Union with the rationale for such decision(s).

B. Employees are entitled to two (2) consecutive free days during each work period. If an employee desires to work on their free day they will make known this desire at the beginning of the dispatch call.

C. Once an employee selects an assignment they will not be removed from the selected assignment unless the employee being relieved returns to such assignment or as mutually agreed to by the employee and the Employer.

4. Once all AB Relief employees have been contacted per the above process the Dispatcher will contact, in seniority order, on-call employees and give them a choice of unfilled job assignments from the "First Version" AOSS sheet. Section 3A above will apply to such choices
5. After the above process is completed, if any job assignments remain open on week one (1) of the work period on the "First Version" AOSS sheet, the Dispatcher will assign such open positions, to on-call employees, in reverse seniority order, until all week one (1) of the work period "First Version" AOSS open job assignments have been filled.

Second Version-AOSS AB OPEN JOB ASSIGNMENTS

1. At the completion of the "First Version" AOSS AB dispatch process, management will prepare a "Second Version" AOSS AB open job assignments sheet, which will include all job assignments that have opened up since the "First Version" AOSS sheet was prepared and any remaining open job assignments in week two (2) of the work period. The Dispatcher will then begin the process as outlined in section 1-4, "First Version" AOSS AB open job assignments, above.
2. If any job assignments remain open on the "Second Version" AOSS sheet, after the above process is completed, the Dispatcher will assign such open positions, to on-call and relief employees, in reverse seniority order, until all "Second Version" AOSS open job assignments have been filled.
3. During the "Second Version" AOSS sheet dispatch process Reliefs/on calls may select a portion of any assignment except a touring watch or offsetting shift as defined above. Management will normally approve such selection unless there is

an emergency situation. In this event, the Union will be contacted with the rationale for such decision(s).

EXCEPTIONS:

- A. AB Relief employees previously assigned to other job assignments will be offered, in seniority order, open positions on annuals, boat moves, and/or sea trials, created in AOSS more than 24 hours in advance of the assignment, provided that under no circumstances will employees be allowed to split either a touring watch or an offsetting assignment (as defined above) to work a boat move or sea trial.
- B. AB Relief employees will not be offered OS assignments unless, at management's discretion, that is the only work available, at the time they are called.
- C. During this pilot program the rules in the current collective bargaining agreement regarding dispatch of on call employees will be suspended for the "First Version and Second Version" of this process. However, those same CBA rules regarding dispatch of on-calls shall apply during the day-to-day dispatch process.
- D. Jobs assigned to an on-call employee must be within a 35 mile radius of the on-call's homeport.

OS RELIEFS

The OS Reliefs Summer selection processes will reflect the AB process described above, except as noted below:

- A. During the Pre-selection process, Dispatch will attempt to contact three (3) OS Reliefs each day between the hours of 8:30AM and 4:00 PM.
- B. OS Reliefs do not have the right to promote per Rule 19.01 and Appendix A, Rule 1.05.C except as follows:

OS Reliefs who make their job selections through this process will be considered part of the regular crew and will be able to utilize their AB seniority for the purpose of promotion as outlined in Rule 19.01 and Appendix A, Rule 1.05.C, except when an open multi-day AB job assignment starts prior to the arrival of the OS relief to the crew. In that situation, the OS relief will not have the right to promote to the AB assignment.

EXPEDITED DISPUTE RESOLUTION PROCESS:

The parties expressly agree and understand that, for purposes of disputes concerning the administration of the DDSF, the dispute resolution procedure contained herein is the sole and exclusive negotiated dispute resolution system available to represented employees.

In the event of such a dispute, the parties agree upon the following process:


1. Within fifteen days of the alleged violation of the DDSF, the IBU will notify WSF, in writing, of the violation. The notice shall include the name of each affected employee, the date(s) and nature of the violation, the section of the DDSF believed to have been violated, and the relief requested. The notice may be delivered by mail, fax, or in person. Time periods specified herein shall run from the date of actual receipt. All notices shall be to a Port Captain.
2. Within five working days of receipt of the notice referred to above, the Port Captains will schedule a meeting with an IBU representative to discuss the dispute. The meeting will be scheduled as expeditiously as possible, but in no event more than ten (10) working days from receipt of the notice. In the alternative, WSF may inform the IBU in writing that the relief requested in the notice will be granted in full.
3. If a meeting is held pursuant to Paragraph 2 above, it shall be between a union and a WSF representative with full authority to settle the dispute. If the matter is settled at the meeting, the representatives will reduce the settlement to writing and sign and date the writing. No specific format or requirements are prescribed and any writing mutually understood by the representatives shall be deemed adequate.
4. If the representatives do not settle the matter, a second meeting shall be scheduled with the Independent Arbitrator. For purposes of this MOU, the parties have selected Elizabeth Ford to serve as a Private Arbitrator. Both parties understand that Arbitrator Ford served as mediator, assisting the parties in reaching agreement in the DDSF. The Parties further agree that Arbitrator Ford played no role in their selection of her as Independent Arbitrator. The meeting shall be scheduled as expeditiously as possible, but in no event more than fifteen days from the date of the WSF – IBU meeting, unless the Independent Arbitrator approves scheduling at a later time.
5. At the meeting with the Independent Arbitrator, WSF and IBU will each send one representative, not a lawyer. Additional individuals may attend the meeting with the prior approval of the Independent Arbitrator. The representatives shall each have the opportunity to present information concerning the dispute to the Independent Arbitrator, orally and/or in writing. No witnesses will be called. The Independent Arbitrator shall have sole and unfettered discretion to consider any evidence that is presented by the representatives, as well as to limit the

length or volume of information presented. The Independent Arbitrator shall have the authority to question the representatives and ask for further information, and to control the conduct of the meeting in any fashion.


6. Within ten days of the conclusion of the meeting referred to in Paragraph 5. above, the Independent Arbitrator shall inform the parties in writing of her decision. The decision shall not alter or amend the terms of the DDSP. The Independent Arbitrator shall have no authority to make any ruling based upon authority outside of the DDSP. Typically, the parties contemplate that the decision of the Independent Arbitrator will consist of a statement as to whether any relief is to be granted and, if so, what relief and to whom it shall be granted. The Independent Arbitrator may also include in her decision any analysis or reasoning she feels appropriate for the benefit of the parties.

For the State of Washington:

For the Inlandboatmen's Union of the Pacific:


John Dryer
Chief Negotiator, OFM

Date: 5/30/07


Dennis Conklin
Regional Director, Puget Sound Region

Date: 5-30-07