

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION)	MEC Case No. 12-94
OF THE PACIFIC,)	
)	DECISION NO. 132-MEC
Complainant,)	
)	
v.)	ORDER OF DISMISSAL
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
<hr style="width:35%; margin-left:0;"/>)	

THIS MATTER came before the Marine Employees' Commission (MEC) on October 10, 1994 when the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint against the Washington State Ferries.

IBU's complaint charged WSF with engaging in unfair labor practices within the meaning of RCW 47.64.130(1) by interfering with, restraining or coercing employees in the exercise of rights and refusing to bargain collectively with representatives of employees.

Specifically, IBU alleged that WSF: (1) engaged in direct dealing with employees concerning job assignments; (2) unilaterally changed its method for contacting employees to offer job assignments; and (3) refused to implement a grievance settlement to correct a job wrongly assigned, thereby repudiating core provisions of the contract applicable to the Fall, 1994 job assignment process without notice to or bargaining with IBU.

The matter was docketed as MEC Case No. 12-94. Following review of the charges, the Commission determined that the facts in the complaint were vague and did not appear to violate any IBU member's protected rights as defined in RCW 47.64.130 and WAC 316-45-003. The MEC requested the IBU provide additional specific facts in order to make the complaint more definite and certain. On November 2, 1994, IBU filed an amended complaint providing further detail.

Following review of the amended complaint, the Commission determined that those facts, if later found to be true and provable, may constitute an unfair labor practice. Commissioner Stewart was assigned to act as hearing examiner, and a hearing was scheduled for January 11, 1995.

On December 6, 1994, pursuant to WAC 316-45-130, Chairman Henry L. Chiles Jr. was substituted as hearing examiner. (Commissioner Stewart had announced his resignation, effective December 31, 1994.) At the parties request, the MEC scheduled an additional hearing date on January 19, 1995. WSF's answer to the complaint was timely filed.

On January 10, 1995 Cheryl French, on behalf of IBU, filed a facsimile, a notice of withdrawal of the complaint. Cheryl French informed MEC that the parties have reached a settlement. A copy of the final signed agreement will be forwarded to MEC. MEC received the hard copy of the notice of withdrawal on January 12, 1995.

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by IBU against WSF and docketed as MEC Case No. 12-94, is dismissed.

DONE this 18th day of January 1995.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR., Chairman

/s/ JOHN P. SULLIVAN, Commissioner

Inlandboatmen's Union of the Pacific)
)
 vs.) MEC Case No. 12-94
)
 Washington State Ferries) SETTLEMENT AGREEMENT
)
)

- (1) WSF will pay \$1000 to Bonnie Sue Smith on the January 25, 1995 payday. Ms. Smith will be permitted to increase her number of withholding exemptions for this pay period only. She will assume full responsibility for making all the arrangement necessary to accomplish this change.
- (2) The IBU will establish a committee to make recommendations to WSF on how to improve the June, 1995 terminal department job bidding process. The committee shall consist of three terminal department employees; one of the three committee members will be an agent. WSF will pay each member of the committee a total of eight hours straight time pay to cover six hours of committee meetings without WSF participation and two hours of meetings with WSF management; normal contract minimums and overtime provisions shall not apply. All meetings of the committee shall be completed at least sixty days in advance of the June, 1995 terminal department job bidding process. If WSF, in its sole discretion, determines that it wants more of the committee's time, it shall pay the committee members for such time, at the rate of one hour's straight time pay for each hour of committee work; normal contract minimums and overtime provisions shall not apply.
- (3) Any and all claims of the IBU and its members, including but not limited to Bonnie Sue Smith, Trevor Sharp, Avery Hayes, and Ellen White, in connection with the Fall, 1994 terminal department bidding process shall be dropped and shall not be pursued in the future in any form, including but not limited to grievances, arbitrations, ULP's, or judicial proceedings.
- (4) This Settlement Agreement shall not create a precedent and shall not be admissible in any future proceeding of any type, except for proceedings to enforce this Settlement Agreement.

Dated this 10 day of January, 1995

INLANDBOATMEN'S UNION

WASHINGTON STATE FERRIES

By: Dennis W. Conklin

By: Jim Yeary

Title: IBU

Title: Dir HR