

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION
OF THE PACIFIC,

Complainant,

v.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION, FERRIES
DIVISION,

Respondent.

MEC CASE NO. 13-08

DECISION NO. 553 - MEC

ORDER CLOSING
SETTLED COMPLAINT

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

Robert McKenna, Attorney General, by *David Slown*, Assistant Attorney General, appearing for Washington State Department of Transportation, Ferries Division (WSF).

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on January 16, 2008, when the Inlandboatmen's Union filed an unfair labor practice complaint, MEC Case No. 13-08, against the Washington State Department of Transportation, Ferries Division.

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; encouraging or discouraging membership in the employee organization by discrimination in regard to: hiring, tenure, or any term or condition of employment; and by refusing to bargain collectively with representatives of employees. Specifically, IBU alleged that WSF unilaterally changed the signage for vessel employee parking on the Bainbridge Dock, so

that IBU members were excluded. The IBU maintained that WSF was providing reserved parking on the dock for MEBA and MM&P only.

Following review of the IBU's complaint, the Commission determined that the facts alleged may constitute an unfair labor practice, if later found to be true and provable. At the IBU's request, the Commission held Case 13-08 in abeyance while the parties discussed the issue in their Joint Labor Relations Committee meetings. In late July, the IBU requested that the MEC schedule the case for settlement conference and hearing.

Chairman John Swanson was assigned as mediator for the settlement conference scheduled on November 13, 2008. Commissioner Patricia Warren was designated to act as Hearing Examiner and a hearing scheduled for January 13, 2009. Due to a schedule conflict for Chairman Swanson, the November 13 settlement was continued to December 12, 2008. The IBU made a proposal during that December 12 settlement conference.

On January 6, 2009, IBU and WSF requested that the MEC convert the January 13, 2009 hearing to another settlement conference. Examiner Warren granted the request. The parties were successful in resolving the issue on January 13. On January 16, the IBU provided MEC with a copy of the signed settlement agreement, which constitutes withdrawal of the complaint. That agreement is appended to and becomes a part of this Order by reference.

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ORDER

It is hereby ordered that the unfair labor practice complaint, filed by IBU against WSF and docketed as MEC Case 13-08, is closed in acknowledgement of the parties' settlement agreement.

DATED this 23rd day of January 2009.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN COX, Commissioner

/s/ PATRICIA WARREN, Commissioner

Settlement Agreement MEC Case No. 13-08

The parties, Washington State Department of Transportation, Washington State Ferries (WSF), and the Inlandboatmen's Union of the Pacific (IBU), in full and complete settlement of MEC Case No. 13-08, hereby agree as follows:

WSF agrees:

1. To provide at the Bainbridge island terminal, at dock-end and between vessel slips one and two, parking spaces as provided in this agreement.
2. Auto-only IBU employee spaces: WSF shall clearly mark three automobile parking spaces which will be signed "IBU Auto Parking Only." Said spaces may be used only by IBU-represented employees while on duty on the Bainbridge run. No motorcycle parking shall be allowed in these three spaces.
3. Motorcycle parking: WSF shall provide a motorcycle parking area capable of accommodating not less than three motorcycles, which will be signed "Employee Motorcycle Parking." Said motorcycle parking area may be used by WSF Terminal and Deck Department employees while on duty on the Bainbridge run.
4. WSF shall provide signage in the area described in paragraph 1 above, indicating that any vehicles parked outside of the marked parking areas are subject to being towed at the owner's risk and expense.

The IBU agrees:

1. That, at the sole discretion of WSF management, any vehicle parked outside of the marked parking area is subject to being towed at the risk and expense of the violator.
2. To withdraw MEC Case No. 13-08. A signed copy of this Agreement shall constitute a request for withdrawal, and may be presented by any party.

The parties mutually agree:

1. That this agreement fully and completely resolves all issues between the parties surrounding parking by IBU represented employees at dock-end at the Bainbridge island terminal only.
2. That this agreement does not apply to or effect in any way, parking issues elsewhere, specifically including employee parking in areas of the Bainbridge Island terminal other than the seaward end of the dock.

Dated this 15th day of January, 2009.

/s/ Paul A. Ganalon
Labor Relations Manager
WSDOT Ferries

/s/ Dennis Conklin
Regional Director
Inlandboatmen's Union

/s/ Jerry Holder
Labor Negotiator
OFM Labor Relations Office