

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION)	MEC Case No. 13-91
OF THE PACIFIC,)	
)	DECISION NO. 85 - MEC
Complainant,)	
)	
v.)	ORDER OF DISMISSAL
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
_____)	

Schwerin, Burns, Campbell and French, attorneys, by John Burns, appearing for and on behalf of the Inlandboatmen's Union of the Pacific.

Kenneth Eikenberry, Attorney General, by Robert McIntosh, Assistant Attorney General, for and on behalf of Washington State Ferries.

THIS MATTER came before the Marine Employees' Commission for consideration of the Inlandboatmen's Union of the Pacific's Motion to Dismiss MEC Case No. 13-91.

On November 25, 1991, the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint charging the Washington State Ferries (WSF) with failure to dispatch employees in accordance with seniority as specified in the IBU/WSF Collective Bargaining Agreement.

After initial processing of IBU's complaint pursuant to WAC 316-45-110, the Marine Employees' Commission determined that the facts, if true and provable, may constitute an unfair labor practice. Chairman Dan E. Boyd was assigned as Hearing Examiner. A prehearing conference was held on January 29, 1992, and a hearing

Was scheduled on February 20, 1992. By letter dated January 31, 1992, John Burns requested a continuance to allow the parties time to attempt a reach a settlement. Hearing Examiner Boyd granted the continuance.

A hearing was held on May 26, 1992, at which time the parties reached agreement. The terms of the settlement are excerpted in the attached pages five through ten of the Court Reporter's transcript. As a result of that settlement, by letter date May 28, 1992, IBU withdrew the unfair labor practice complaint filed against WSF.

Pursuant to the withdrawal of the unfair labor practice complaint by the Inlandboatmen's Union of the Pacific (WAC 316-45-090), it is hereby ordered that MEC Case No. 13-91 is dismissed.

DONE this 1st day of July, 1992

MARINE EMPLOYEES' COMMISSION

/s/ DAN E. BOYD, Chairman

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner

1 settlement efforts and now I'm informed
2 that they have reached settlement.

3 Would you tell me about what you've
4 got there and then what I can add to it.

5 MS. FRENCH: Yes.

6 I believe we have settled this matter
7 and the terms of our settlement are as
8 follows:

9 The first is that the collective
10 bargaining parties have worked out a new
11 bidding system for bidding permanent and
12 extended temporary jobs. They have agreed
13 that they will have that bidding system in
14 place by July 1st, 1992, and that the first
15 job openings affected by that will be
16 posted on July 9th, 1992. They'll work
17 together to produce a letter of
18 understanding regarding that bidding system
19 and a letter notifying the affected
20 employees about the bidding system within
21 that period of time.

22 The second element of the settlement
23 is - concerns the affect of the current
24 bidding system on particular individuals.
25 The parties have agreed that they will

1 review the Econ-O-Grams of these
2 individuals and make determinations as to
3 whether those individuals are properly
4 placed currently or if not to make some
5 agreement as to where those individuals
6 should be placed. Those individuals are
7 Marsha Hagey, H-a-g-e-y, Barbara Bowen,
8 B-o-w-e-n, Keith Lippert, L-i-p-p-e-r-t,
9 Ron Berry, B-e-r-r-y, Omer, O-m-e-r
10 Porter, P-o-r-t-e-r, Dave Keith, Bob
11 Reynolds, Ken Porter.

12 Disputes regarding John Webb have
13 already been resolved and the parties have
14 determined that disputes regarding Jim
15 Singleton, S-i-n-g-l-e-t-o-n, concerned a
16 different issue and will not be resolved as
17 a part of this proceeding.

18 The third element to the parties'
19 agreement is that they will work together
20 to identify permanent jobs which have been
21 misassigned or have not been assigned or
22 not filled and will attempt to put those
23 jobs into the new bidding system and have
24 them bid by July - ready to go by July 1st
25 and bid on July 9th, 1992.

1 The fourth element of the settlement
2 is that the parties will work to identify
3 extended temporary jobs which have either
4 been misassigned or not filled; and that a
5 list of those extended temporary jobs will
6 be agreed to by the parties by August 15
7 1992. And that those jobs will be posted
8 under the new bidding system with a posting
9 date of September 3rd, 1992 with an effort
10 to be made to fill those jobs by the end of
11 the summer schedule.

12 In exchange for these four elements
13 of the settlement agreement the
14 Inlandboatmen's Union of the Pacific has
15 agreed to withdraw the unfair labor
16 practice charge filed in this case with the
17 understanding that any time limitation
18 defenses or other procedural defenses that
19 have not already been made in this filing
20 will be waived if the IBU chooses to refile
21 this unfair labor practice charge, if the
22 settlement agreement is not followed as
23 agreed to.

24 I believe that states all the
25 elements of our agreement.

1 HEARING OFFICER BOYD: Thank you,
2 Ms. French.

3 Mr. McIntosh?

4 MR. McINTOSH: If I could just
5 add a few things to make clear the one
6 procedural defense that I can clearly
7 remember as having been raised and which we
8 do not intend to waive and that being the
9 question of whether this matter is
10 appropriately brought as an unfair labor
11 practice, particularly but not exclusively,
12 as it relates to the -- any individuals who
13 may claim that they were misassigned to
14 jobs and may or may not be entitled to back
15 pay for such assignments.

16 The other point, Ms. French mentioned
17 the parties' agreement to make an effort to
18 implement the reassignment of any extended
19 temporary jobs by the end of the summer
20 schedule. It's my understanding that the
21 jobs would be posted, any of those that
22 necessarily need to be posted, by the 3rd
23 of September, and that whether or not those
24 jobs can be implemented by the end of the
25 summer schedule will depend on the time

1 periods involved consistent with the
2 agreement of the parties that will be
3 written up. In other words, they'll comply
4 with the agreement for assignment of jobs.
5 If they can do it by the end of summer
6 schedule they will. If it can't be done it
7 will be a few days late. Was that...

8 MS. FRENCH: I agree with both of
9 those corrections with the understanding
10 that those temporary - extended temporary
11 jobs will be posted on September 3rd and
12 that's the firm date between the parties.

13 MR. McINTOSH: I agree and one
14 other point. It seems to me that the
15 parties are in agreement and this might as
16 well be in the record that they will notify
17 Inlandboatmens union members of the
18 implementation of the new system two weeks
19 before it clicks into effect. The target
20 date for that being the 15th or the 16th of
21 June, so the people who might or might not
22 be on vacation will have enough notice so
23 that they can click into the new system
24 effectively.

25 HEARING OFFICER BOYD: Is that

1 satisfactory then?

2 MS. FRENCH: Yes.

3 HEARING OFFICER BOYD: I
4 understand that you do - by this you're
5 not waiving the procedural point.

6 MR. McINTOSH: That's correct.
7 We are waiving the time limitations to the
8 extent that - and I can't recall whether
9 the Commission still takes the position
10 that it's necessary to wait 20 days before
11 setting the hearing. We would waive any
12 such requirement and would cooperate with
13 the IBU in an effort, subject to the
14 Commission availability, an effort to set a
15 hearing date within the 20 day period.

16 HEARING OFFICER BOYD: Well, with
17 that understanding then I accept the
18 agreement you've reached. I want to thank
19 both of you. I know that a lot of work has
20 gone into this and if there is nothing
21 further the hearing will be adjourned
22 pending your sending us a withdrawal.

23 MS. FRENCH: Okay.

24 HEARING OFFICER BOYD: Thank you
25 all very much.