

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE)	MEC Case No. 14-96
ENGINEERS BENEFICIAL)	
ASSOCIATION,)	
)	DECISION NO. 165 - MEC
Complainant,)	
)	
v.)	ORDER DISMISSING
)	ADJUSTED COMPLAINT
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
_____)	

THIS MATTER came before the Marine Employees' Commission (MEC) on October 28, 1996, when District No. 1 Marine Engineers Beneficial Association (MEBA) filed an unfair labor practice complaint against the Washington State Ferries (WSF).

MEBA'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 the Union.

Specifically, MEBA alleged that WSF refused to bargain in good faith when it cancelled meetings on short notice and without excuse; refused to meet at reasonable times and places; retracted tentative agreements; refused to honor commitments; and refused to honor its unconditional legal obligations unless the Union capitulated on bargainable issues.

The matter was docketed as MEC Case No. 14-96. The Commission later determined pursuant to WAC 316-45-110 that the facts

alleged may constitute unfair labor practices if later found to be true and provable. Commissioner John P. Sullivan was assigned to act as Hearing Examiner. A prehearing conference was scheduled for December 20, 1996; hearing dates of January 8 and February 7, 1997 were scheduled.

On December 23, 1996, MEBA served a Subpoena Duces Tecum on WSF, requesting an extensive list of documents. On December 26, by facsimile, the MEC received a request from Assistant Attorney General Gretchen Gale, to continue the January 8 hearing date to February 7, or to quash the subpoena as being reasonable. Ms. Gale stated that continuing the hearing date would provide a reasonable amount of time in which WSF could supply the requested documents, or would allow time for settlement negotiations which might eliminate the need for production of some of the documents. MEBA filed an amended complaint with MEC on December 26, 1996.

MEC continued the hearing to February 8, as requested; however, on February 6, 1997, the parties jointly requested a further continuance of the hearing, indicating they were extremely close to settlement, but needed additional time to finalize the agreement. Examiner Sullivan granted the request.

On March 7, 1997, WSF counsel provided the MEC with copies of two signed settlement agreements resolving the matter. As part of the settlement agreement, MEBA filed a second amended complaint with MEC on March 13, 1997. On March 26, 1997, MEC received a withdrawal of the second amended complaint from MEBA counsel, Mike McCarthy. Copies of the signed agreements are appended hereto and are included in this Order by reference.

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by District No. 1, MEBA against WSF and docketed as MEC Case No. 14-96, is dismissed.

DONE this 8th day of April, 1997.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. Chiles, Jr. Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner

SETTLEMENT AGREEMENT

Washington State Ferries (“the Ferries”) and District No. 1 Marine Engineers Beneficial Association (“the Union” or “MEBA”) wish to settle the remaining elements of MEBA’s outstanding unfair labor practice charge against the Ferries, included as part of MEC Case No. 14-96, currently scheduled for hearing on February 7, 1997. In furtherance of this settlement, the parties agree as follows:

1. MEBA hereby withdraws its Second Amended Unfair Labor Practice Charge against WSF, MEC Case No. 14-96.
2. WSF hereby commits to payment of future wage increases per the authorization in legislative appropriations, (including the effective date for the wage increase), unless contravened by rule, statute, court of Marine Employees’ Commission order interpreting the provisions of RCW 47.64.190(1) to preclude said payments.
3. If any bargaining unit at WSF receives payment of interest on wages unpaid from the July 1, 1995 legislative appropriation, WSF agrees to pay MEBA members interest on the July 1, 1995 wage increase from the effective date of the appropriate to the date of the retroactive payment of accrued wages which were paid on February 10, 1997, reflecting the period from July 1, 1995 through December 31, 1996.
4. The parties agree to petition the Marine Employees’ Commission requesting a Declaratory Ruling pursuant to WAC 316-02-500. The petition shall request a ruling with respect to the application of RCW 47.64.190(1) regarding the legality of the payment of

legislatively appropriate wage increases with effective dates that occur prior to the conclusion of collective bargaining for each and every ferry employee bargaining unit.

5. The parties agree that, should payment of wage increases as provided in Paragraph No. 2 above be determined to be impermissible for any reason, including any adverse MEC ruling issued pursuant to Paragraph No. 4 above, the Union may refile its Second Amended Unfair Labor Practice Charge referenced in Paragraph No. 1 above, and the Ferries will not raise this Settlement Agreement as a defense or otherwise content that the Charge has been settled. In addition, the Ferries agrees that it will not raise a timeliness defense to the Charge.

WASHINGTON STATE FERRIES

Dated: 2/19/97

/s/ JIM YEARBY

DISTRICT NO. 1 MARINE ENGINEERS
BENEFICIAL ASSOCIATION

Dated: 3/4/97

/s/ BUD JACQUE

SETTLEMENT AGREEMENT AND PARTIAL RELEASE

The Washington State Ferries (“the Ferries”) and District No. 1 Marine Engineers Beneficial Association (“the Union” or “MEBA”) wish to settle portions of the Union’s Amended Unfair Labor Practice Charge before the Marine Employees’ Commission, Case No. 14-96, and provide a reliable framework for efficient, good faith bargaining of a 1997 to 1999 collective bargaining agreement. Therefore, the parties agree as follows:

1. The parties promise to attend collective bargaining negotiations on the dates listed below. Both parties will ensure that personnel sufficient to make binding commitments attend every negotiation session. Negotiations shall be all-day and both parties will take whatever steps are necessary to be present for the entire day.

Licensed

April 1

April 25

May 6

May 14

May 28

June 4

June 18

June 30

Unlicensed

April 2

May 2

May 7

May 15

May 29

June 5

June 19

June 30

2. Both parties will submit all proposals for changes for collective bargaining agreement at the start of the first negotiation session on April 1 and 2, respectively. No new proposals may be submitted after that date, except as necessary to respond to the other side's proposals, which counter-proposals must be submitted on or before April 30, 1997. Proposals at the first negotiation session will be submitted in the form of a "marked up" copy of the current collective bargaining agreement. That is, additions to the contract will appear in boldface or other suitable non-conforming typeface and deletions will appear as interlineations or other suitable non-conforming typeface. The parties will bring a sufficient number of copies of their "marked up" versions to provide one to each person present at the negotiation session.

3. Absent contrary agreement, the parties will conclude collective bargaining on or before midnight, June 30, 1997. The parties will bring to the first collective bargaining session on April 1 and 2, respectively, proposed impasse procedures as required by RCW 47.64.200. However, the parties hereby waive mediation under RCW 47.64.210 and agree that a binding arbitration will be convened as soon as practicable after the conclusion of collective bargaining on June 30.

4. The Union agrees that it will file a Second Amended Unfair Labor Practice Charge in the form attached hereto as Attachment A. Except as set forth in this Second Amended Unfair Labor Practice Charge or as necessary to counter defenses raised by the Ferries in response to this Charge, the Union hereby waives all other alleged unfair labor practices

arising out of or relating to collective bargaining negotiations between the parties with respect to the 1993 to 1997 collective bargaining agreements.

WASHINGTON STATE FERRIES

Dated: 2/25/97

/s/ JIM YEARBY

DISTRICT NO. 1 MARINE ENGINEERS
BENEFICIAL ASSOCIATION

Dated: 3/4/97

/s/ BUD JACQUES