

STATE OF WASHINGTON

BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION	)	MEC Case No. 15-93
OF THE PACIFIC,	)	
	)	DECISION NO. 109-MEC
Complainant,	)	
	)	
v.	)	ORDER DISMISSING
	)	ADJUSTED COMPLAINT
WASHINGTON STATE FERRIES,	)	
	)	
Respondent.	)	
	)	

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

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

THIS MATTER came before the Marine Employees' Commission on December 20, 1993 when the Inlandboatmen's Union of the Pacific filed an unfair labor practice complaint against the Washington State Ferries.

IBU's complaint charged WSF with engaging in unfair labor practices by (1) interfering with, restraining or coercing employees in the exercise of rights pursuant to RCW 47.64.130(1)(a) and WAC 316-45-003(1)(a); and (2) refusing to bargain collectively with representatives of employees, pursuant to RCW 47.64.130(1)(e) and WAC 316-45-003(1)(e).

Specifically, IBU alleged that the Washington State Ferries and the IBU had settled six grievances in favor of its members; as of the

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date of filing of unfair labor practice charges, WSF had refused to remit payment to these employees in a timely manner. The specific grievance cases were:

Wendy Luhtala	Grievance 93-44 and 93-68
John J. Brennan	Grievance 93-123
Jacques Bragg	
Dean Crumpton	Grievance 93-70
Daniel O'Connell	Grievance 92-78
Karen Moen	

On March 10, 1994, IBU amended its complaint to include the following grievances:

Pamela Gilbert	Grievance 93-21
George Dalas	Grievance 93-129
Mark Larkin and all part-time employees	Grievance 93-148
Lori Murphy	

The IBU alleged that by these acts and acts alleged in previous unfair labor practice charges filed by IBU against WSF, the employer demonstrated an on-going reluctance to fulfill the terms of the parties' agreement, thereby diluting the contractual grievance processes and rendering the IBU ineffective in its duties to represent WSF deck and terminal personnel.

The matter was docketed as MEC Case No. 15-93 and assigned to Chairman Henry L. Chiles, Jr. to act as hearing examiner. After reviewing the charges, Hearing Examiner Chiles determined that the facts, if later found to be true and provable, may constitute an unfair labor practice.

A prehearing/settlement conference was held on March 14, 1994 at which time the parties informed the MEC that a settlement had been reached. On the basis of that agreement, IBU issued a written withdrawal of the complaint at the prehearing/settlement conference. However, on March 30, 1994 IBU filed a written

request with the MEC, asking that the complaint not be dismissed due to the Washington State Ferries' failure to "honor its previous commitment to the agreement."

A hearing notice was issued by the MEC setting the hearing date for Thursday, July 14, 1994. The parties were urged to make a concerted effort to informally settle the matter.

The parties met on July 12, 1994 and were able to reach a settlement. A copy of the settlement entered into by Dennis Conklin of the IBU and Dave Rice of the WSF is attached hereto.

The MEC accepts the settlement agreement and the request to withdraw the charges received on July 13, 1994. The MEC requests that the agreement entered into in good faith be promptly and fully carried out.

It is hereby ordered that the adjusted complaint in MEC Case No. 15-93 is dismissed.

DONE this 25<sup>th</sup> day of July 1994.

MARINE EMPLOYEES' COMMISSION

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner

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Settlement Agreement MEC 15-93

7/12/94

Dave Rice and Dennis Conklin agree that Dave Rice for the Washington State Ferry will recalculate, based on total hours, O'Connell and Crumpton's vacation accrual time as of 6/30/94.

Dave Rice agrees to provide this information to Dennis Conklin by July 13, 1994.

The parties agree that if there is a change for vacation accrual, the vacation accrual dates will be changed by the W.S.F. to the newly adjusted date (as of 6/30/94). The adjusted dates will appear on O'Connell & Crumpton's paychecks.

If there is no change to the vacation accrual time based on the 6/30/94 calculation, the vacation accrual dates for O'Connell and Crumpton will remain 2/2/82 and 7/1/82 respectively and the grievance will be settled regardless of whether or not there is a change.

W.S.F. agrees to provide IBU with the calculations for O'Connell, Crumpton 7/12/94.

/s/ Dennis W. Conklin  
IBU

/s/ David Rice  
WSF

Settlement Agreement 7/12/94

1. Gilbert                      Agreed that payment has been made for  
93-21                              counseling.
2. Brennan                    Not yet paid - 7/25/94. Payment will be made  
93-123                              in the next paycheck.  
\$20.00
3. Jacques Bragg            Not yet paid - 7/25/94. Payment will be made  
\$177.80                              in the next paycheck.
4. Dallas                      Paid as of 3/25/94  
93-129
5. Larkin                      Paid  
93-148
6. Lori Murphy              Paid

The parties agree that the above grievances have been settled  
in MEC Case 15-93.

7/12/94

/s/ Dennis W. Conklin  
IBU

/s/ David Rice  
WSF