

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

|                           |   |                      |
|---------------------------|---|----------------------|
| INLANDBOATMEN'S UNION     | ) | MEC Case No. 16-94   |
| OF THE PACIFIC,           | ) |                      |
|                           | ) | DECISION NO. 135-MEC |
| Complainant,              | ) |                      |
|                           | ) |                      |
| v.                        | ) | ORDER OF DISMISSAL   |
|                           | ) |                      |
| WASHINGTON STATE FERRIES, | ) |                      |
|                           | ) |                      |
| Respondent.               | ) |                      |
|                           | ) |                      |

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THIS MATTER came before the Marine Employees' Commission on December 29, 1994 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 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 breached its duty to bargain in good faith when it failed to meet time lines and refused to remit payments to employees pursuant to the terms of the parties' written settlement agreement in MEC Case No. 7-94.

The matter was docketed as MEC Case No. 16-94. 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. A prehearing conference was scheduled for February 9,

1995 and a hearing for March 9, 1995. Commissioner John P. Sullivan was appointed to act as hearing examiner.

At the prehearing conference on February 9, 1995, the parties negotiated a settlement of this matter. A copy of that agreement is appended hereto and is included in this Decision and Order by reference.

On February 13, 1995, MEC received notice of withdrawal of the complaint filed by Dennis Conklin, IBU Business Agent.

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by IBU against WSF and docketed as MEC Case No. 16-94, is dismissed.

DONE this 24<sup>th</sup> day of February 1995.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR. Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner

## **Agreement**

This agreement between the Washington State Ferry System and the Inlandboatmen's Union is entered into in settlement of MEC Case #16-94 after a pre-hearing conference on February 9, 1995 before MEC Commissioner John Sullivan.

1. WSF agrees to promote to on-call agent positions the following persons: Michelle Peters, Phil Olwell and Debbie Coble-Smith, in this order. The promotions will be effective March 1, 1995. Thereafter, they shall be called to work as agents according to normal contractual procedures. These 3 individuals will be notified of their promotion by letter from the WSF, and mailed on or before February 28, 1995, with a cc to Dennis Conklin, IBU.
2. IBU agrees that the three individuals in paragraph 1 will be subject to all the provisions of the collective bargaining agreement, including the probationary provisions for promoted employees.
3. This agreement shall be non-precedent setting and shall not be admissible in any proceeding to establish a precedent or practice.
4. WSF will deliver to IBU by February 28, 1995 documentary proof that Betty Anderson's accrued vacation, sick leave, compensatory time and retirement benefits due pursuant to the parties' settlement agreement of August 2, 1994 were credited to her and available for her use by September 20, 1994. Such proof may be in the form of a written statement by a responsible employee of the payroll department.

5. On February 9, 1995 WSF delivered the document referred to in paragraph 4 above to IBU and IBU accepted it as fulfillment of paragraph 4.
6. This Agreement supercedes and replaces all prior settlements in this matter and in MEC Case 7-94.
7. The IBU will dismiss MEC Case No. 16-94 with prejudice.

Dated this 9<sup>th</sup> day of February, 1995.

/s/ Dennis Conklin 2/9/95  
IBU

/s/ David Rice, 2/9/95  
WSF

Under normal procedures in September 1994, a change in vacation and sick leave balances would have had to be entered by September 20<sup>th</sup> in order to appear on the September 26 pay warrant.

/s/ C. Navin, Payroll Coordinator 2/9/95

/s/ Dennis Conklin 2/9/95

/s/ David Rice 2/9/95