

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 8,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 19-07

DECISION NO. 526 - MEC

ORDER CLOSING
SETTLED COMPLAINT

Shannon Halme, Union Representative, appearing for Office and Professional Employees International Union, Local 8.

Robert McKenna, Attorney General, by *David Slown*, Assistant Attorney General, appearing for Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on March 21, 2007, when Shannon Halme, representative for Office and Professional Employees International Union, Local 8, (OPEIU), filed an unfair labor practice complaint, MEC Case No. 19-07, against the Washington State Ferries (WSF).

OPEIU'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 encouraging or discouraging membership in an employee organization by discrimination in regard to: hiring, tenure, any term or condition of employment.

Specifically, OPEIU alleged that WSF assigned OPEIU 8 Dispatch and Crew Dispatch Coordinator duties to non-bargaining unit WSF personnel. Further, OPEIU asserted that WSF's action constituted a violation of the parties' June 14, 2006 settlement agreement resolving MEC Case 40-05.

Following review of OPEIU's complaint, the Commission determined that the facts alleged in the complaint may constitute unfair labor practices, if later found to be true and provable. A settlement conference was set for August 8, 2007 with Commissioner Elizabeth Ford assigned to serve as Mediator. Commissioner John Sullivan was designated as Hearing Examiner for the hearing scheduled on September 11.

During the August 8 settlement conference, the OPEIU and WSF successfully resolved this matter. WSF provided the MEC with a copy of the signed agreement (which constitutes a request for withdrawal of the complaint) on the same date. That agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by OPEIU, Local 8 against WSF and docketed as MEC Case No. 19-07, is closed in acknowledgment of the parties' settlement agreement.

DATED this 10th day of September 2007.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

SETTLEMENT AGREEMENT
MEC Case No. 19-07

In full and complete settlement of MEC Case No. 19-07, WSF and OPEIU hereby agree:

1. The OPEIU will promptly file a Petition for Unit Clarification, asking that the Bid Administrator position be included within the OPEIU. WSF will not oppose the filing of the petition, and agrees to waive any issues relating to the timing of the filing of the petition. WSF reserves the right to oppose the accretion of the Bid Administrator position into the bargaining unit.
2. OPEIU hereby withdraws MEC Case No. 19-07.
3. The parties mutually agree that, should the Bid Administrator position be found to be properly included in the OPEIU bargaining unit, that bargaining over all aspects of the position, including wages and terms and conditions of employment*~~and the process for filling the position~~ shall be conducted as part of the 2009-2011 biennial contract negotiations. Neither party shall be limited in any way in negotiations by anything in this Settlement Agreement.
4. Should the Bid Administrator position be added to the OPEIU, the parties agree that for the period of time between the decision in the unit clarification proceedings, and the implementation of the 2009-2011 CBA, the following rules will apply:
 - a. There shall be no change to the rates of pay, working conditions, benefits, or duties of the Bid Administrator Position.
 - ~~b. The incumbent in the Bid Administrator position shall have the right to retain the position, subject only to removal or demotion for cause, under the provisions of the CBA.~~
 - b. In the absence of an agreement to the contract, in the 2009-2011 negotiations, the incumbent shall have the right to retain the Big Administrator position. In the interim, the incumbent shall be subject to removal or demotion only for cause under the provisions of the collective bargaining agreement.

/s/ David J. Slown
AAG Counsel for WSF, WSBA 24993

/s/ Shannon Halme
OPEIU 8