

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION OF THE PACIFIC,	)	MEC Case No. 19-96
	)	
Complainant,	)	DECISION NO. 174 - MEC
	)	
v.	)	ORDER DISMISSING
	)	ADJUSTED COMPLAINT
WASHINGTON STATE FERRIES,	)	
	)	
Respondent.	)	
	)	

THIS MATTER came before the Marine Employees' Commission on December 2, 1996, when the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint against the Washington State Ferries (WSF).

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 by refusing to bargain with the Union.

IBU alleged that WSF unilaterally deviated from the parties' past practice in manning the Issaquah class vessels, thereby failing to bargain with IBU in good faith. IBU asserted that Issaquah class vessels are required, under the contract, to be manned according to U.S. Coast Guard requirements. At some point on some runs, WSF added additional decks on Issaquah class ferries. For safety reasons, WSF assigned an additional year-round position to each Issaquah class ferry on all watches. The requirement of that additional crew member has continued for several years; however, since July 1996, WSF stopped replacing the extra person whenever a crew member was absent due to

vacation, sick leave or other reasons. IBU alleged that WSF never discussed this change with IBU when it implemented the change.

The matter was docketed as MEC Case No. 19-96. Letters acknowledging receipt of the ULP complaint were sent to the parties. Pursuant to WAC 316-45-110, the MEC determined that the facts alleged may constitute an unfair labor practice if later found to be true and provable. Commissioner David E. Williams was appointed to act as hearing examiner.

A prehearing/settlement conference was convened on April 8, 1997. The hearing was scheduled for May 13, 1997; however, on January 21, 1997, WSF requested a continuance due to a scheduling conflict. Examiner Williams continued the hearing to May 21, 1997. On May 20, 1997, the parties jointly filed a Motion to Continue Hearing Date. On May 19, 1997, IBU had provided WSF with information concerning the cases; WSF needed additional time to assess the information. In addition, the parties agreed, that if the motion were granted, they would meet on the originally scheduled hearing date to exchange further information and engage in settlement discussions. Chairman Henry L. Chiles, who was to preside over the hearing on behalf of Commissioner David E. Williams, granted the motion; the hearing was stricken.

On August 7, 1997, MEC received a letter from IBU counsel, Elizabeth Ford, withdrawing the complaint. A copy of the parties' settlement agreement was included with the letter and is appended hereto and included in this Order by reference.

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ORDER DISMISSING  
ADJUSTED COMPLAINT - 2

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by IBU against WSF and docketed as MEC Case No. 19-96, is dismissed.

DATED this 19<sup>th</sup> day of August 1997.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR., Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner

## SETTLEMENT AGREEMENT

Between INLANDBOATMEN'S UNION and WASHINGTON STATE FERRIES  
MEC Case No. 19-96

In full resolution of the issues raised in the above-captioned case, the parties,  
Inlandboatmen's Union (IBU) and Washington State Ferries (WSF) agreed as follows:

1. The WSF will pay short crew wages when expanded Issaquah class ferries, which are on runs assigned six permanent year around bid deckhand positions, are staffed with fewer than six. The runs on which six deck hands are permanently assigned currently include Mukilteo and Fauntleroy.
2. On the Bremerton run, WSF agrees to staff the Kitsap, or equal expanded Issaquah class vessels with six deckhands for the 1997 summer. The WSF will not pay short crew if the sixth employee on the Bremerton run misses work for sick leave and is not replaced. If an employee takes scheduled and approved vacation, or DWC compensatory time, or sick leave in excess of five days with advance notice to dispatch, WSF will replace that person or pay short crew.
3. Other than on the summer, 1997 Bremerton run, whenever the WSF uses an expanded Issaquah class ferry on a run normally assigned five deckhands and WSF schedules an extra person as the result of anticipated overload (for example, Memorial Day, Labor Day, Mariner Games, Anacortes runs in summer, Thanksgiving, Christmas, etc.), WSF will pay short crew if fewer than six staff work the watch.
4. The WSF is not required to pay short crew in circumstances where an expanded Issaquah class vessel is on a run normally assigned five deckhands, and the upper deck is used due to unexpected overload.
5. Any employee who should have been paid short crew in accordance with this agreement shall be made whole

6. In exchange for this agreement, the IBU agrees to withdraw MEC Case No. 19-96.
7. The settling parties understand and agree that this agreement is a compromise resolution and constitutes the settlement of disputed and doubtful claims. The settling parties further understand and agree that neither this agreement, nor performance under the terms of this agreement is, or shall be construed as, an admission of any liability, fault, or responsibility, an admission as to the existence or extent of any damages and/or losses allegedly suffered by any party, or an admission for any other purpose.
8. This agreement is not admissible as evidence for any purpose other than to enforce its terms.
9. This agreement constitutes the entire agreement between the parties.

/s/ DENNIS CONKLIN,  
Patrolman  
Inlandboatmen's Union of the Pacific

6/19/97

/s/ JIM YEARBY,                      6/26/97  
Director of Human Resources  
Washington State Ferries