

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION)	MEC Case No. 2-96
OF THE PACIFIC,)	
)	DECISION NO. 154 - MEC
Complainant,)	
)	
v.)	ORDER DISMISSING
)	ADJUSTED COMPLAINT
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
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THIS MATTER came before the Marine Employees' Commission (MEC) on March 14, 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 collectively with IBU.

Specifically, IBU alleged that WSF failed to bargain in good faith when it unilaterally changed the terms and conditions of employment by altering the procedure by which employees are transferred out of, and bid into permanent positions; by imposing a disciplinary transfer of an employee without just cause and without the customary predisciplinary meetings; and by reaching an agreement on how such disciplinary transfers will affect the jobs of other employees, and immediately failing to abide by that agreement.

The matter was docketed as MEC Case No. 2-96. Letters acknowledging receipt of the ULP complaint were sent to the parties.

ORDER DISMISSING
ADJUSTED COMPLAINT - 1

The Commission subsequently determined, pursuant to WAC 315-45-110, that the facts alleged may constitute unfair labor practices if later found to be true and provable. Commissioner John P. Sullivan was appointed to act as hearing examiner.

A prehearing/settlement conference was convened on May 2, 1996. The May 17, 1996 hearing date was continued to June 13, 1996.

By facsimile on June 13, 1996, IBU counsel, Elizabeth Ford, acting on behalf of Cheryl French, notified MEC that the parties had reached an agreement, and requested withdrawal of the complaint. A copy of the agreement is attached hereto.

ORDER

It is hereby ordered that the unfair labor practice complaint, filed by IBU against WSF and docketed as MEC Case No. 2-96, is dismissed.

DATED this 28th day of June 1996.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR. Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner

**SETTLEMENT BETWEEN THE WASHINGTON STATE FERRY SYSTEM
AND THE INLANDBOATMEN'S UNION OF THE PACIFIC**

The WASHINGTON STATE FERRY SYSTEM ("WSF") and the INLANDBOATMEN'S UNION OF THE PACIFIC ("IBU") agree to the following terms in settlement of the MEC Case No. 2-96:

1. The parties agree that the conflicts among crew members on the Edmonds/Kingston watch which led to the transfer of Mark Lang in January, 1996 is a situation which should be investigated for the purpose of determining what conduct or perceptions of employees led to the interpersonal conflicts, and training employees in ways to avoid such conflicts in the future. Neither WSF nor IBU intends this investigation to lead to disciplinary action against any of the employees on the affected watch. However, both parties would expect the results of the investigation to be used to warn employees about what constitutes inappropriate conduct, and to train employees in appropriate conduct.

2. The investigation would be conducted by an independent third party with the qualifications necessary to conduct such an investigation. This person would be mutually agreed upon by WSF and the IBU. WSF would pay this individual's fees for the investigation.

3. The neutral investigator would be instructed to talk to all employees on the affected watch. The focus of the investigation would not be to find fault with Mark Lang or any other particular employee. All employees would be interviewed and asked for information they have concerning the events that led to the interpersonal conflicts on the affected watch. The investigator would not make a determination of guilt or innocence of an employee. The investigator would identify the types of misconduct alleged, and any procedural or organizational factors which contributed to the growth of the conflict.

4. The neutral investigator would inform WSF and IBU of the results of his or

her investigation. WSF would meet with the employees and explain what, if any, of the alleged conduct was inappropriate conduct and a violation of WSF's Code of Conduct for employees.

If necessary, an employee could be provided with additional training in an area of conduct.

Except, as specified below in paragraph 5, no employee would be disciplined as a result of this investigation. No record of misconduct would be placed in any employee's file. However,

WSF could place a record in the employee's file that the employee had received instruction and notice concerning the Code of Conduct.

5. If the investigation resulted in a finding by WSF that an employee had engaged in unlawful conduct, for example, sexual harassment prohibited by RCW 49.60, WSF has reserved the right to discipline the employee. To fall with this exception, the employee's conduct would have to have been unlawful, not simply a violation of WSF's Code of Conduct. To date, WSF has not received any complaints of alleged conduct that it would classify in this way. Any employee would have the right to grieve such discipline under the collective bargaining agreement.

6. As part of this settlement, Mark Lang would be made whole for his transfer out of his regular watch in January, 1996. In order to accomplish this, WSF would do the following:

a. Mr. Lang is currently assigned a summer position that meets his satisfaction. He will continue to hold that position through the summer. During the Fall, 1996 bid, he will be allowed to use his seniority to bid to any position his seniority will allow; provided, Mr. Lang will not bid on Captain Linda Wheeler's current vessel in the Fall, 1996 bid. If he is able to bid into a watch on the Edmonds/Kingston route on the day shift, or any other assignment that meets

meets his satisfaction, his job assignment under this agreement will have been resolved. However, if he is not able to bid a watch on the Edmonds/Kingston route on the day shift, Mr. Lang must inform WSF in writing if he is not satisfied with his job assignment after the Fall, 1996 bid, within twenty (2) days of being assigned to the position or he will be considered satisfied with his assignment under this agreement. Upon such written notice, WSF will assign him to such a route as an extra crew member (or if available, into any temporary positions that meet this criteria) until such time as he is able to successfully bid into a permanent position on the Edmonds/Kingston route on the day shift.

b. WSF shall restore to Mr. Lang any hours of vacation time, for which he has not already been credited, which he took as a result of his transfer. This credit shall not exceed 128 hours of vacation time.

c. WSF shall pay Mr. Lang \$ 1200.00 in specific costs he incurred as a result of his transfer.

7. In reaching this agreement, no party admits to any wrongdoing or liability. This agreement was the result of compromise and an effort by all parties to resolve a workplace conflict in a positive manner.

/s/ Jim Yearby 7/10/96
WASHINGTON STATE FERRY SYSTEM

/s/ Dennis W. Conklin 6/27/96
INLANDBOATMEN'S UNION OF THE PACIFIC

JEFFREY COWAN Date
Attorney for M. Lang