

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

INTERNATIONAL ORGANIZATION	)	MEC Case No. 29-97
OF MASTERS, MATES & PILOTS	)	
	)	
Complainant,	)	DECISION NO. 195 -
MEC	)	
	)	
v.	)	
	)	ORDER DISMISSING
WASHINGTON STATE FERRIES,	)	ADJUSTED
COMPLAINT	)	
	)	
Respondent.	)	
_____	)	

Steve Ross, attorney at law, appearing for and on behalf of the International Organization of Masters, Mates and Pilots.

Christine Gregoire, Attorney General, by Stewart Johnston and David Slown, Assistant Attorneys General, for and on behalf of Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on September 12, 1997 when the International Organization of Masters, Mates (MM&P), filed an unfair labor practice complaint against the Washington State Ferries (WSF). MM&P'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, MM&P alleged that WSF refused to honor a settlement agreement it reached

with the union concerning Captain Sarah Blossom's "D watch" grievance.

ORDER DISMISSING  
ADJUSTED COMPLAINT – 1 -

Following review, the Marine Employees' Commission determined that the facts alleged may constitute an unfair labor practice, if later found to be true and provable. WAC 316-45-110. Commissioner David E. Williams was appointed to act as hearing examiner pursuant to WAC 316-45-130.

WSF filed an answer to MM&P's complaint on October 28, 1997. The hearing was convened on November 7, 1997. On December 17, 1997, WSF counsel, David Slown, contacted the MEC to request an extension of the date for filing post-hearing briefs. Mr. Slown indicated the parties had reached a tentative settlement and an extension would allow them time to finalize details of their agreement. Hearing Examiner Williams granted the requested continuance; briefs were scheduled to be simultaneously mailed on January 6, 1998 if the settlement had not been finalized and the case withdrawn. On January 6, 1998, MM&P counsel, Steve Ross, notified the MEC that the parties had reached an agreement. He indicated that the parties would be finalizing it the week of January 12, 1998 and upon completion, the union would withdraw the case. At Ross's request, the scheduled brief due-date was stricken. The settlement of this matter was accomplished along with the settlement of two other cases outside of MEC's jurisdiction, resulting in a delay.

By letter dated April 3, 1998, Steve Ross withdrew MEC Case No. 29-97. A copy of the settlement agreement is appended hereto.

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ORDER DISMISSING  
ADJUSTED COMPLAINT – 2 -  
ORDER

It is hereby ordered that the unfair labor practice complaint, filed by  
MM&P against WSf and docketed as MEC Case No. 29-97, be dismissed.

DATED this 15<sup>th</sup> day of April, 1998.

COMMISSION

MARINE EMPLOYEES'

/s/ HENRY L. CHILES, JR.

/s/ JOHN P. SULLIVAN

/s/ DAVID E. WILLIAMS

ORDER DISMISSING  
ADJUSTED COMPLAINT – 3-

## **SETTLEMENT AGREEMENT**

**Between**

**CAPTAIN SARAH FRANCES BLOSSOM, THE INTERNATIONAL  
ORGANIZATION of MASTERS, MATES, and PILOTS,  
and WASHINGTON STATE FERRIES**

MEC Case No. 29-97

Grievance case arbitrated 11-13-97

EEOC Charge #3809703892

The parties in the cases and proceedings listed above, Capt. Sarah F. Blossom, the International Organization of Masters, Mates and Pilots (IOMM&P), and Washington State Ferries (WSF), desiring to settle all outstanding disputes between Sarah F. Blossom and Washington State Ferries, enter into this agreement under the following terms and conditions:

**A. CAPT. SARAH F. BLOSSOM AGREES:**

1. To the withdrawal of MEC Case No. 29-97.
2. To withdraw her grievance, heard before Arbitrator Michael Beck on November 13, 1997.
3. Being fully advised by her attorney and the attorney for her union, IOMM&P, Capt. Sarah F. Blossom voluntarily agrees to waive and release all legal or equitable claims, including but not limited to those mentioned in sub-headings (1) and (2) above, and also, including any and all matters mentioned or reasonable raised in EEOC Charge #890970892, as well as any and all

employment grievances, allegations of unfair employment practices, causes of action, all federal and state tort claims, all federal and state civil rights claims, and all other claims known or unknown, arising out of her employment with Washington State Ferries at all times prior to the signing of this agreement.

**B. WASHINGTON STATE FERRIES AGREES:**

1. To pay to Capt. Sarah F. Blossom the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), less applicable deductions, as back pay. Such payment shall be made in the next paycheck with payroll closing date after the date this agreement is signed by the parties. It is mutually agreed that this figure is a reasonable approximation of wages lost by Capt. Blossom in 1997 due to her transfer from the Permanent Relief Mat job, and is based upon the difference in pay received by Capt. Blossom in that year and the average pay of two other employees serving in the Permanent Relief Mate position, both of whom were junior to Capt. Blossom.
2. To offer Capt. Blossom the permanent position of Seattle – Winslow “D” watch. It is further agreed that Capt. Blossom shall be entitled to bid on other job openings as if she held the “D” watch position from and after March 16, 1998, and in accord with the IOMM&P collective bargaining agreement with WSF.

**C. INTERNATIONAL ORGANIZATION OF MASTERS, MATES, and PILOTS AGREES:**

1. To the withdrawal of those matters mentioned under A above.
2. That the offer of the Seattle–Winslow “D” watch to Capt. Sarah Blossom is in accord with its collective bargaining agreement with WSF and was in fact one of the forms of relief sought by IOMM&P in arbitration.

**D. FURTHER, IT IS HEREBY AGREED:**

1. This Agreement constitutes full and final settlement of all legal and equitable claims that Capt. Blossom has or may have against Washington State Ferries, its, officers, agents, and employees as a result of Capt. Blossom’s employment with Washington State Ferries through the date this Agreement is signed.
2. The parties acknowledge and agree that this Settlement Agreement and the parties mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.
3. Capt. Blossom acknowledges that she has read and understood the terms of this Agreement, and has been fully advised by her attorneys as to its meaning and effect.

This Settlement Agreement shall become effective on the date of the final signature of the parties and/or their authorized representatives and constitutes the full agreement of the parties and resolution of all disputes that may exist between the parties except as specifically noted within the Agreement.

/s/ SARAH F. BLOSSOM  
Grievant/Complainant

/s/ STEVEN N. ROSS     3/26/98  
WSBA No. 10929  
Attorney for IOMM&P

/s/ MICHAEL T. MCCARTHY 3/24/98  
Deputy Director, WSF

/s/ DAVID J. SLOWN     3/20/98  
WSBA No. 24943  
Attorney for Washington State  
Ferries

/s/ CAROL L. HEPBURN     3/24/98  
WSBA No. 8732  
Attorney for Sarah F. Blossom

