

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION
OF THE PACIFIC,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 3-04

DECISION NO. 402 - MEC

ORDER CLOSING
SETTLED COMPLAINT

Dennis Conklin, Business Agent, appearing for the Inlandboatmen's Union of the Pacific.

Christine Gregoire, Attorney General, by *David Slown*, Assistant Attorney General, appearing for the Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on July 16, 2003, when Dennis Conklin, Inlandboatmen's Union of the Pacific (IBU), filed an unfair labor practice complaint against the Washington State Ferries (WSF). The matter was docketed as MEC Case No. 3-04.

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 on June 13, 2003, WSF unilaterally altered working conditions when it terminated Bev LaLonde's employment without having a fact-finding meeting or a Loudermill hearing prior to termination. The IBU also alleged that WSF made a unilateral change in conditions when it did not meet with the union to discuss Rule 5.04 and 5.05, but instead terminated Ms. LaLonde's employment without accommodating her at the work site.

Following initial review of the complaint, the Commission determined that the facts alleged may constitute an unfair labor practice, if later found to be true and provable. Commissioner John
ORDER CLOSING
SETTLED COMPLAINT -1-

Byrne was assigned to act as Mediator at a settlement conference scheduled for September 10, 2003. Commissioner John Sullivan was designated to act as Hearing Examiner for the hearing scheduled on October 28, 2003.

The parties did not reach agreement during the September 10 settlement conference. WSF filed its Answer to the Complaint on October 14, 2003.

On October 21, 2003, IBU requested the hearing be continued; the October 28 hearing was cancelled. When contacted later to reschedule the hearing, the IBU requested MEC hold the case in abeyance pending certain union action. The Commission agreed.

On March 5, 2004, the parties provided the MEC with a copy of a signed settlement agreement, which includes IBU's withdrawal of the complaint. 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 IBU against WSF and docketed as MEC Case 3-04, is closed in acknowledgment of the parties' agreement.

DATED this 23rd day of March 2004.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

SETTLEMENT AGREEMENT

MEC Case No. 3-04

IN FULL AND COMPLETE SETTLEMENT of MEC Case No. 3-04, the parties, the Inlandboatmen's Union of the Pacific (IBU), Beverly A. Lalonde, and Washington State Ferries (WSF) do hereby agree as follows:

WSF Agrees:

1. To pay to Beverly Lalonde, four month's wages at her usual and customary rate of pay. Said payment will be made in the next regular pay cycle following the signing of this agreement by all parties. Four months wages, as used in this agreement, shall include payment for accrued annual leave, and holiday pay for those holidays Beverly Lalonde would have worked during the four-month period starting on the date she last worked, had she continued to work her normal schedule.
2. That WSF will provide a neutral recommendation to any inquiries from prospective employers of Beverly A. Lalonde, providing only dates of employment, position, duties, and wages, and the fact that she resigned effective the date established below.

IBU Agrees:

1. To withdraw MEC Case No. 11-04. A signed copy of this agreement shall constitute a request for withdrawal, and may be presented by any party.
2. To return to Beverly Lalonde, all documents in the IBU file on this matter, given to the IBU by Beverly Lalonde.

Beverly Lalonde Agrees:

1. To resign from employment with WSF, effective the date she signs this agreement.
2. That she will not seek employment with WSF at any time in the future.
3. That she has read this agreement in conjunction with her union representative, and understands each and every term of this agreement, and has entered into this agreement freely and voluntarily, and with full knowledge and understanding of its meaning and effect.
4. That by entering into this agreement Beverly A. Lalonde, her heirs, assigns or other successors in interest releases the state of Washington, Washington State Ferries, its officers, agents, employees, and agencies from all claims, causes of action, suits, civil or otherwise, known or unknown, based upon actions taken in their official capacities that arise out of or relate to Beverly A. Lalonde's employment with Washington State Ferries.

The Parties Mutually Agree:

That the payment made in this case is not an admission of wrongdoing by WSF or any of its agents or employees, nor is this agreement a waiver of any claim or legal contention regarding the meaning or interpretation of the parties' labor agreement, by either WSF or the IBU. The parties

ORDER CLOSING

SETTLED COMPLAINT -3-

acknowledge that this settlement was reached based upon unique facts and circumstances of this case, and to avoid costly litigation with uncertain results. This Agreement shall be non-precedential, and shall not be quoted or cited by any party in any future proceeding.

/s/ Michael Manning
for WSF

3/4/04

/s/ Dennis Conklin
for IBU

2/24/04

/s/ Beverly A. LaLonde
Beverly A. LaLonde

3/1/04