

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 50-04

DECISION NO. 433 - MEC

ORDER CLOSING
SETTLED COMPLAINT

Reid, Pedersen, McCarthy and Ballew, by *Todd Lyon*, Attorney, appearing for District No. 1, Marine Engineers' Beneficial Association.

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

THIS MATTER came on regularly before the Marine Employees' Commission on March 5, 2004, when District No. 1, Marine Engineers' Beneficial Association (MEBA) filed an unfair labor practice complaint against Washington State Ferries (WSF). The complaint was docketed as MEC Case 50-04.

In its complaint, MEBA 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 representatives of employees. Specifically, MEBA alleged that WSF made a unilateral change in working conditions when it began using a revised Schedule A for determining travel and mileage reimbursement, without notice to or bargaining with the Union.

Pursuant to WAC 316-45-110, following initial review of the complaint, the MEC determined that the facts alleged may constitute an unfair labor practice, if later found to be true and

provable. Commissioner John Byrne was assigned to serve as Mediator at the settlement conference scheduled for June 11, 2004. Commissioner John Sullivan was designated to act as Hearing Examiner at the hearing scheduled on August 17, 2004.

The matter was not resolved at the June 11 settlement conference. WSF filed its answer to the complaint on August 2.

On August 6, MEBA Counsel Todd Lyon requested the August 17 hearing date be continued at least two weeks to allow the parties time to discuss potential settlement options. Examiner Sullivan continued the hearing to December 7, 2004.

On December 3, 2004, MEBA and WSF informed the MEC that they had reached an agreement, eliminating the need for a hearing. WSF provided the MEC with a faxed copy of the signed agreement. 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 District No. 1 MEBA against WSF and docketed as MEC Case No. 50-04, is closed in acknowledgment of the parties' agreement.

DATED this 10th day of December 2004.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

SETTLEMENT AGREEMENT

Marine Engineers' Beneficial Association, District No. 1-PCD, AFL-CIO ("MEBA" or "Union") and Washington State Ferries ("WSF" or "Employer") wish to settle the unfair labor practice charge in Case No. 50-04 and hereby agree as follows:

1. MEBA hereby withdraws the unfair labor practice charge in MEC Case No. 50-04 without prejudice or precedent.
2. It is understood and acknowledged that George B. Greenwood's ("Greenwood") recording of South Point-Lofall was an innocent mistake by virtue of the terminals appearing in the parties' collective bargaining agreement covering travel time and mileage ("Schedule A"). The parties agree to work cooperatively to explain Schedule A and its contents to any other entity that might inquire as to any term appearing therein.
3. WSF shall not take any disciplinary action against Greenwood for having record South Point-Lofall terminals.
4. WSF shall not demand a refund of Greenwood for any monies attributed to the recording of the South Point-Lofall terminals.
5. It is understood and acknowledged that the South Point-Lofall shall not be used for recording until and unless the terminals or similarly situated terminals are operational.
6. The parties acknowledge and agree that no change is being made to Schedule A by virtue of this settlement. Instead, the parties reserve the right to negotiate any and all changes to Schedule A in future negotiations.

/s/ Michael Manning
Labor Relations Manager

12/3/04

/s/ Mario Micomonaco
MEBA WSF Representative

12/3/04