

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION)	MEC Case No. 7-91
OF THE PACIFIC,)	
)	DECISION NO. 104 - MEC
Complainant,)	
)	
v.)	ORDER OF DISMISSAL
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
_____)	

Schwerin, Burns, Campbell and French, attorneys, by John Burns, appearing for an on behalf of the Inlandboatmen's Union of the Pacific.

Christine Gregoire, Attorney General, by Bryce Brown, Assistant Attorney General, for and on behalf of Washington State Ferries.

THIS MATTER came before the Marine Employees' Commission on July 12, 1991 when the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint against the Washington State Ferries (WSF) with consistently holding "mock investigations" to prevent having to honor employees' entitlement of maintenance and cure and unearned wages in accordance with Rule 27, 27.01 and 27.02 of the WSF/IBU contract and the Jones' Act.

After initial processing of IBU's complaint pursuant to WAC 316-45-110, the Marine Employees' Commission determined that the facts, if found to be true and provable, may constitute an unfair labor practice. Commissioner Louis O. Stewart was assigned as Hearing Examiner. A prehearing conference was held on August 16, 1991. During the prehearing conference the parties requested a continuance to allow them time in which to reach an agreement. Examiner Stewart granted the request.

On April 21, 1992, IBU requested that MEC proceed with scheduling a hearing on this matter. In consideration of the time elapsed since the initial prehearing conference, the parties agreed to

another prehearing conference on June 3, 1992. Chairman Dan E. Boyd presided over that prehearing on behalf of Commissioner Stewart.

On November 27, 1992 IBU filed an agreement with WSF on procedures in maintenance and cure cases to be "conducted on a three (3) month trial basis," at the end of which time the parties would "review the procedures and mutually agree on any necessary revisions." Examiner Stewart retained jurisdiction. Periodically, Stewart made inquiry of the parties, and was assured that they were still working on settlement.

A settlement agreement signed on December 7, 1993 by IBU and on December 13, 1993 by WSF was personally delivered to Examiner Stewart in Seattle on December 13, 1993, and filed in Olympia on December 16, 1993 pursuant to WAC 316-02-150. On December 22, 1993 IBU filed a motion to withdraw the complaint. Pursuant to WAC 316-45-090, this matter should be dismissed on the basis of said settlement agreement, a copy of which is attached.

ORDER

The unfair labor practice complaint filed by the Inlandboatmen's Union of the Pacific against Washington State Ferries, docketed as MEC Case No. 7-91, is hereby dismissed.

DONE this 7th day of January 1994.

MARINE EMPLOYEES' COMMISSION

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner

BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION OF)	
THE PACIFIC,)	
Union,)	MEC NO. 7-91
)	
v.)	SETTLEMENT AGREEMENT
)	
WASHINGTON STATE FERRY)	
SYSTEM,)	
Employer.)	
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SETTLEMENT AGREEMENT

It is hereby agreed by and between WASHINGTON STATE FERRIES (WSF) and the INLANDBOATMEN'S UNION OF THE PACIFIC (IBU) that the above referenced case for maintenance and cure shall be settled on the following terms:

1. This agreement applies to WSF employees entitled to maintenance and cure who allege the occurrence of an injury or illness subsequent to the execution of this agreement.

2. A claim for maintenance and cure will be decided within ten (10) weekdays after submittal of all required documentation to the WSDOT Claims Administration office. The Claims office will issue a decision in writing to both the claimant and IBU. The union has a right to a direct or phone conference within ten (10) weekdays of any denial with the Claims Administration office for a complete discussion of the basis of the denial. The ten (10) day limit for the initial decision will be extended for good cause. Good cause includes, but is not limited to, submission of incomplete or inaccurate documentation.

3. Sick leave, annual leave, and compensatory time are to be paid in addition to maintenance and cure upon the employee's request. WSF's past practice of prorating sick leave and maintenance and cure will continue. Under this agreement, there will no longer be mandatory proration of annual leave or compensatory time. The employee will notify WSF whether they want to be paid annual leave and/or compensatory time on a prorated basis.

4. WSF shall pay maintenance and cure claims in the following manner: (a) first, use accrued sick leave on a prorated basis to equal an employee's full day's pay; (b) second, if the employee has an insufficient sick leave balance to equal a full day's pay, use annual leave and/or compensatory time instead of sick leave.

5. Neither the terms nor the content of this Agreement shall be used by WSF or the IBU at any future date as precedent in any subsequent lawsuits or other proceeding.

DATED this 13th day of December, 1993.

/s/ RICHARD JACKSON, WSF

/s/ DENNIS CONKLIN, IBU

Approved as to Form:

/s/ BRYCE E. BROWN,
Assistant Attorney General
Attorney for WSF

/s/ JOHN BURNS
Attorney for IBU