

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION
OF THE PACIFIC,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 8-08

DECISION NO. 539 - MEC

ORDER CLOSING
SETTLED COMPLAINT

Schwerin, Campbell, Barnard and Iglitzin, by *Robert Lavitt*, Attorney, appearing for the Inlandboatmen's Union of the Pacific.

Robert McKenna, 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 December 18, 2007, when the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint, MEC Case No. 8-08, 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 representatives of employees.

Specifically, IBU alleged that WSF unilaterally changed the terms and conditions for processing payment of maintenance and cure, depriving union members injured on the job of a prompt decision on claims and of union representation in pursuing remedies for such injury. IBU asserted that members C. Jones and G. Allen, injured on the job in September and October 2007 respectively, had not received a decision on their claims for maintenance as of the date IBU filed this complaint.

Following review of the IBU's complaint, the Commission determined that the filing stated both a contract violation and an unfair labor practice. The Commission deferred to arbitration, holding the complaint in abeyance pending resolution of the contract violation portion of the filing. A settlement conference was scheduled for February 26, 2008 with Commissioner John Sullivan serving as Mediator.

The parties resolved the issue during the February 26, 2008 settlement conference. Commissioner Sullivan forwarded the parties' signed agreement to the MEC office (received February 28), which includes IBU's withdrawal of Case 8-08. 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 8-08, is closed in acknowledgement of the parties' settlement agreement.

DATED this 29th day of February 2008.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

Settlement Agreement
MEC Case No. 8-08

The parties, Washington State Department of Transportation Ferries Division (WSF) and the Inlandboatmen's Union of the Pacific (IBU), desiring to establish a procedure for the expeditious resolution of claims by employees for maintenance and cure resulting from on-the-job injuries, hereby agree as follows:

WSF agrees:

1. To promptly notify the IBU of all injuries on-the-job to IBU-represented employees, as required by Rule 25.01c of the parties' collective bargaining agreement.
2. To include in the existing packets, provided to Licensed Deck Officers for use in the event of on-the-job injuries, a form, attached hereto as Exhibit A. The form will be attached to the existing Master's Certificate/Physician's Initial Report, and Licensed Deck Officers shall be instructed to give attachment A to the injured employee with instructions to the employee to follow Attachment A in completing the employee's claim.
3. That, after receipt of the completed Master's Certificate/Physician's Initial Report, and employee's Report of Accident, WSF shall make a decision as to whether to accept or deny payment of the claim within ten business days, and shall promptly inform the claimant and the IBU of that decision.
4. That, if a decision to accept and pay the claim is made, any leave taken by the employee during the period covered by time loss payments (the period from the date of the injury to the end of the pay period during which the injury occurred) shall be re-credited to the employee in the next pay period following the decision to accept and pay the claim.
5. That, as to any and all employees currently having outstanding claims for maintenance and cure which have not been resolved, to inform the employee and the IBU as to the decision as to whether to accept or deny the claim within 15 business days from the signing of this agreement.

The IBU agrees:

1. To withdraw MEC Case No. 8-08. A signed copy of the Agreement shall constitute a request for withdrawal, and may be presented by either party.

The parties mutually agree:

1. That denial of any claim for Maintenance and Cure shall be subject to the dispute-resolution procedures of the parties' collective bargaining agreement.
2. That this Agreement shall expire on June 30, 2009, and shall thereafter be incorporated into the next collective bargaining agreement. Nothing in this Agreement shall be construed to limit the ability of either party to bargain over any aspect of maintenance and cure.

Dated this 26th day of February, 2008.

/s/ Dennis Conklin
IBU

/s/ David J. Slown
WSF

