Washington State Ferries, Decision 11242 (MRNE, 2011)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARINE ENGINEERS BENEFICIAL ASSOCIATION, Complainant, vs. WASHINGTON STATE FERRIES, Respondent.	CASE 24113-U-11-1671 DECISION 11242 - MRNE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Reid, Pedersen, McCarthy and Ballew by *Michael R. McCarthy,* Attorney at Law, for the union.

Attorney General Robert. M. McKenna by *Don L. Anderson*, Assistant Attorney General, for the employer.

On March 18, 2010, the Marine Engineers Beneficial Association (MEBA or union) filed a complaint charging unfair labor practices against the Washington State Department of Transportation Ferries Division (employer or Ferry System). The complaint was filed with the Marine Employee Commission (MEC) for resolution. In the complaint, the union alleges that the employer refused to bargain concerning the implementation of security "key boxes" on ferry system vessels in violation of RCW 47.64.130(1)(e).

As the result of legislative action, the MEC became the Marine Employee Division of the Public Employment Relations Commission (Commission) on July 1, 2011. *See* RCW 41.58.065. The instant unfair labor practice was still active on the MEC's docket, and was transferred to the Commission for further proceedings. A hearing was conducted on September 21 and October 12, 2011, before Examiner Kenneth J. Latsch. The parties submitted closing briefs on November 4, 2011.

ISSUES

1. Is the use of the key box on ferry system vessels a mandatory subject of collective bargaining?

2. If so, did the employer violate RCW 47.64.130(1)(e) by unilaterally changing its policy concerning the key box without first negotiating the issue and submitting it to resolution through interest arbitration, or did the union waive its right to challenge the employer's actions through contractual language?

I find that changes to the use of the key box are mandatory subjects of collective bargaining because the changes affect employee and vessel safety. I conclude that the union did not waive its right to challenge the employer's unilateral change, and that the employer committed an unfair labor practice by unilaterally changing the key box policy without bargaining the effects of that change with the union and submitting the issue to interest arbitration for resolution.

APPLICABLE LEGAL STANDARDS

Washington law distinguishes between mandatory subjects of bargaining and permissive or non-mandatory subjects of bargaining. In *City of Seattle*, Decision 9957-A (PECB, 2009), the Commission clearly explained the analysis used to determine whether a particular issue is mandatory or permissive. Two principal considerations must be taken into account: (1) the extent to which the action impacts the wages, hours and working conditions of employees, and (2) the extent to which the action is deemed to be an essential management or union prerogative. *See IAFF Local 1052 v. PERC*, 113 Wn.2d, 197, 200 (1989) (*City of Richland).* The Supreme Court ruled in *Richland* that the "scope of mandatory bargaining is limited to matters of direct concern to employees" and that "managerial decisions that only remotely affect 'personnel matters' and decisions that are predominantly 'managerial prerogatives' are classified as non-mandatory subjects." The scope of bargaining is therefore a question of law and fact for the Commission to determine on a case by case basis.

When the subject of bargaining relates to both conditions of employment and managerial prerogatives, the Commission applies a balancing test to determine whether the issue is mandatory. The analysis focuses on which characteristic predominates. *City of Richland*, 113 Wn.2d at 200. Management decisions concerning budgets and programs tend to be characterized as permissive subjects of bargaining, but the impacts or effects of such decisions on employee wages, hours and working conditions are still mandatory bargaining subjects. *Gray Harbor County*, Decision 8043-A (PECB, 2004). It is well established that the duty to bargain mandatory subjects includes a duty to give notice and provide opportunity for good faith bargaining prior to implementing any change of past practices concerning the wages, hours, or working conditions of bargaining unit employees. RCW 41.56.030(4); *Municipality of Metropolitan Seattle*, Decision 2746-B (PECB, 1990).

In the instant case, the parties are subject to interest arbitration procedures pursuant to RCW 47.64.300. If the parties are subject to interest arbitration, a party can bargain to impasse and seek interest arbitration of a mandatory subject. A party commits an unfair labor practice when it bargains to impasse and seeks interest arbitration of a permissive subject of bargaining. *Klauder v. San Juan County Deputy Sheriffs' Guild*, 107 Wn.2d 338, 342 (1986). The complaining party carries the burden of proving the opposing party committed an unfair labor practice. *Whatcom County*, Decision 7244-B (PECB, 2004); WAC 391-45-270(1)(a).

Waivers of bargaining rights are considered to be permissive subjects of bargaining. A waiver must be "clear and unmistakable," which requires the contract language to be specific and to clearly indicate the party consciously waived its rights and yielded its interests. A party cannot insist to impasse and seek interest arbitration of a waiver provision. *Whatcom County*. Similarly, past waivers of bargaining rights by a union do not give an employer a right to make further changes without meeting its notice and bargaining obligations. *City of Wenatchee*, Decision 2194 (PECB, 1985).

ANALYSIS

The Washington State Ferry System operates 23 car and passenger ferries on approximately one dozen routes throughout Puget Sound. The employer has collective bargaining relationships with

several employee organizations, including the Inland Boatmen's Union (representing a bargaining unit of "deck crew" employees), the Masters Mates and Pilots (representing a bargaining unit of ship captains and first officers), and the Marine Engineer Beneficial Association, which is the union which filed the instant unfair labor practice complaint.

MEBA represents two bargaining units of ferry system employees: "licensed" employees who serve as Staff Chief Engineers, Alternate Staff Chief Engineers, Chief Engineers, and Assistant Engineers, and "unlicensed" personnel who serve as Oilers and Wipers on the vessels. All bargaining unit members must obtain United States Coast Guard certification for their jobs. Members of the "licensed" bargaining unit require more training and must meet a number of technical qualifications to serve as engineering officers on ferry system vessels. Members of the "unlicensed" bargaining unit receive certification to perform basic maintenance on ferry vessel engineering systems. At the time of hearing, there were approximately 180 employees in each MEBA bargaining unit. The instant unfair labor practice complaint involves the licensed bargaining unit.

The union and the employer have been parties to several collective bargaining agreements. The 2009-2011 contract contained a management rights provision that is applicable to the instant unfair labor practice because the employer argues that it shows that the union waived its right to bargain about the implementation of the key box system. The agreement specified:

> Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not limited to, the right to:
> . . . .
> (c) Direct and supervise employees;
>
> (d) And all other rights to manage and operate the Ferries Division in an effective, efficient, safe, and fiscally prudent manner within the Ferries Division fiscal budget.

To understand the nature of the charges made in this case, it is necessary to present history about security on ferry system vessels.

The Traditional Practice Concerning the Use of Keys on Ferry Vessels

Security on ferry system vessels has always been a concern, but the level of security has changed through the years. Members of the MEBA licensed bargaining unit have always been responsible for the safety of the engine room and other sensitive areas around the vessels. Each of the licensed staff held two keys for accessing those areas.

One key opened a number of doors. The "door key" allowed access to the engine room, the engineering operating station in the engine room, and a variety of compartments including storage lockers and the emergency diesel generator room. The second key opened a number of padlocks which secured such locations as the rescue boat access doors, foam firefighting equipment, and certain hatches on the auto deck.

Licensed crew members were issued keys and were expected to have them on their person at all times during their work shifts. The licensed crew members took the keys home with them, and did not have to sign in or sign out keys at the beginning or end of their shifts.

The events at the World Trade Center in New York City on September 11, 2001, led to a review of safety procedures on ferry vessels. For example, the employer ordered that the practice of allowing engine room doors to be unlocked during sailings must come to an end. Prior to September 11, 2001, all deck crew members had ready access to the engine room. With the change in procedure, the deck crew did not have the same access to engine room facilities. The union did not object to that change in procedure.

The New Key Box System

In 2006, one of the deck crew members lost his keys for the vessel M/V SEALTH. As a result, the United States Coast Guard required the ferry system to enact more comprehensive security measures on all of the ferry system's vessels. The employer proposed to address the issue by installing lock boxes on each vessel. The lock boxes would hold the keys necessary for access on the vessels, and would only be available to employees holding valid electronic identification cards. This new system required all personnel holding keys to turn them in, and then have access to the keys only during their respective work shifts. The new system required a "check in and

check out" procedure to get the keys from the lock box at the beginning of a shift and to return the keys at the completion of the work day. The Coast Guard approved the employer's plan, and the employer started preliminary work on the new system with an anticipated completion date of July 2006.

The employer encountered a number of technical issues during the implementation of the new key box system. There was also a question as to whether federal regulations on the implementation of employee identification cards would impact the new system. Given these circumstances, the Coast Guard approved an extension for implementation of the new key box system. During the pendency of this extension, the employer held a series of meetings with Coast Guard, FBI, and Washington State Patrol personnel to refine the new system. At the same time, the employer was awarded a federal grant to help defray the costs of the new lock box system. The employer received approximately $1.8 million in federal grant money from October 2006 through September 2009. There is no indication that the employer ever met with the union about the proposed key box system during this time period.

In April 2009, lock boxes were installed on nine of the employer's 21 vessels that were then in operation. The new key boxes were placed on each vessel's car deck, and all security keys were kept in the boxes. Access to the boxes was allowed only through the use of electronic identification cards, which allowed a computerized record of when each key was obtained and returned to the key boxes.

On April 14, 2009, MEBA official Jeff Duncan sent a letter to Diane Leigh, Director of the state's Labor Relations Office, demanding to bargain about the new lock box system. Duncan asserted that the union believed that the change in practice was a mandatory subject of bargaining and offered to meet with the employer as part of a coalition with the Inland Boatmen's Union and the Masters Mates and Pilots Union.

On April 16, 2009, Leigh sent a letter to Duncan stating that Jerry Holder from the Labor Relations Office would represent the employer in negotiations with the union concerning the lock boxes and that Holder would be in contact to set up meeting times. The record indicates

that no meetings were held for almost twelve months. The record does not reveal whether either party made specific requests to meet during this period.

On March 2, 2010, Glenn Frye, now appointed by the Labor Relations Office to represent the employer in negotiations with the union, sent a letter to the union, along with a copy of a "Fleet Advisory" concerning the implementation of the key box system. The letter explained that the employer was implementing the use of key boxes to comply with Coast Guard directives, and stated the employer's belief that implementation would not constitute a mandatory subject of collective bargaining. Finally, the letter expressed the employer's intent of implementing the key box system by the end of March 2010.

On March 5, 2010, the employer's Security Officer, Helmut Steele, sent a notice that the security office would be conducting training in the new key box system on the M/V TACOMA from March 8 through March 11. On March 10, 2010, union official Duncan sent a letter to the Labor Relations Office demanding negotiations about the use of the key boxes. On March 17, 2010, the union filed the instant unfair labor practice complaint.

The employer and union met on March 23, April 9, and April 23, 2010, without success. Meetings scheduled for May 6 and May 27, 2010, were cancelled by the employer. Bargaining resumed with meetings on July 7 and August 25, 2010.

The parties did not reach agreement on the key box issue. During the pendency of the negotiations, the key box system was not fully implemented. However, the Coast Guard insisted that the employer complete and implement the key box program by January 1, 2011. On October 28, 2010, the employer sent a copy of the Coast Guard's directive to the union. On November 8, 2010, the employer sent a letter to the union stating that the employer was going to proceed with implementing the key box system on ferry system vessels with the intention of meeting the Coast Guard directive.

On November 18, 2010, the employer issued specific policies and procedures for the implementation of the key box system. By March 24, 2011, the key box system was fully

implemented throughout the ferry system. On April 30, 2011, the employer adopted its final policy concerning the key boxes. Under terms of that policy, certain areas of each vessel were designated as "restricted" and bargaining unit employees needed to use the key box to access them. Bargaining unit employees were expected to obtain the necessary key within 15 minutes of the start of their work shift and to turn it in within 15 minutes of the end of their shift. The new policy further specified that only the vessel's Master and Chief Engineer were expected to have "master keys" with them at all times. The employer's new policy concerning the use of the key boxes stated that failure to abide by the procedure would be subject of discipline, including the possibility of termination.

Application of Precedent to the Facts

The employer presented a compelling argument that it needed to make changes in its security procedures. Under intense scrutiny from the United States Coast Guard, the employer determined that its existing use of keys was inadequate. The employer undoubtedly had a duty to provide a safe environment for its customers, and it used a thorough process to determine that the use of a key box was an integral part of that safety initiative. However, the employer's motivation in developing the key box program is not at issue. Rather, the issue is whether the employer had a duty to bargain with the union about the implementation of the key box program. The union argues that the changes in the use of keys impacts bargaining unit employee safety, while the employer maintains that the changes are allowed as a management right and do not affect safety to the degree that the union asserts.

The issue of whether safety is a mandatory subject of bargaining has been addressed by the Washington State Supreme Court. In *IAFF Local 1052 v. PERC (City of Richland)*, 113 Wn.2d 197, 204, the Court ruled that staffing levels on firefighter work shifts are mandatory subjects of bargaining because they relate to employee safety:

> When staffing levels have a demonstratedly direct relationship to employee workload and safety, however, we believe that, under appropriate circumstances, requiring an employer to bargain over them will achieve the balance of public, employer and union interests that best furthers the purposes of the public employment collective bargaining laws.

In *King County*, Decision 5810-A (PECB, 1997), employees working in the county jail obscured their names and addresses from their identification badges to prevent inmates from making unwanted contacts. King County implemented a change of policy that would prohibit employees from making changes in the work badges without negotiating the effects of that change. The Commission ruled that the employer's unilateral change in the use of employee name tags affected a safety issue and the effects of the change should have been negotiated.

In the instant case, the union proved that the employer's proposed changes in the use of the key box have a direct bearing on safety. Under terms of the employer's new program, bargaining unit employees could be without access to needed keys for up to thirty minutes of their work shift, considering that employees have as much as 15 minutes at the beginning and the end of the shift to pick up and return keys to the secure key box. This change in practice has a direct effect on employee safety because bargaining unit employees no longer have keys with them at all times. Emergencies don't wait for a shift change to take place, and it is reasonable for the union to be concerned that its members are being asked to marginalize their safety responsibilities by reporting to a central location to either obtain or return keys during the course of their work shift. In addition, non-compliance with the new key box procedure could lead to serious disciplinary actions, including dismissal. Given all of these factors, I conclude that the implementation of the new key box system affects employee and vessel safety and is a mandatory subject of bargaining.

In its defense, the employer argues that even if the key box issue is a mandatory subject, the management rights clause in the collective bargaining agreement in effect between the parties provided an effective waiver of the union's bargaining rights. The Commission has long held that a waiver of bargaining must be clear and knowingly made. General management rights clauses are not, by themselves, sufficient to serve as a waiver of bargaining rights.

In *Whatcom County,* Decision 7244-B (PECB, 2004), the Commission ruled that employers cannot rely on a management rights clause to prevent a union from negotiating on behalf of its employees:

> Our conclusion here is in harmony with *Pasco Police Officers Association v. City of Pasco*, 132 Wn.2d 450 (1997). In that case, the Commission ruled that contract clauses concerning management rights and hours of work were mandatory

> subjects of bargaining directly related to terms and conditions of employment. The Supreme Court of the State of Washington affirmed those general characterizations, but nonetheless recognized that management rights clauses, "[C]an go only so far. . . . [S]uch clauses cannot invade a union's statutory right and duty to be the exclusive representative of the relevant employees." 132 Wn.2d 450 at 466. Indeed, the court in *Pasco* acknowledged that the employer's obligation to bargain in good faith "insures that management rights proposals do not overreach and are enforceable under the statute." 132 Wn.2d 450 at 467. We thus reject any suggestion that *Pasco* gives employers an absolute right to insist to impasse (and obtain interest arbitration) on waivers of bargaining rights.

The ferry system, like the employer in *Whatcom County*, may not rely on a general management rights clause to prevent MEBA from negotiating the effects of the key box system and take the issue to interest arbitration if agreement cannot be reached.

In its closing brief, the employer argued that the instant case is similar to the situation presented in *Spokane County Fire District 9*, Decision 3021 (PECB, 1988), where an employer directed its workforce to use a new computerized incident reporting system, rather than writing reports by hand. In *Spokane County Fire District* 9, the union directed its bargaining unit members to ignore the employer's orders about the use of the new incident reporting system, and the new reporting system did not have any impacts on the employees' wages, hours or working conditions. In the instant case, the implementation of the new key box procedure significantly changed the amount of access that bargaining unit employees had to the keys necessary for their work in the most sensitive areas of ferry system vessels, thus having a real and immediate effect on safety throughout the ferry system fleet.

During the implementation period, the employer declared that its change to the key box was not a mandatory subject of bargaining, but such a declaration has no legal standing to determine the issue. Similarly, the employer's management rights clause does not have specific language to excuse the employer from bargaining concerning the effects of the change in the key box process. While the employer may have had the right to decide that a new procedure was necessary, it still had to bargain with the union in good faith in an effort to address the effects of that new process. Given that these parties are subject to interest arbitration, the employer was also obligated to submit the issue to arbitration if negotiations were unsuccessful.

REMEDY

In fashioning an appropriate remedy, the Commission has broad discretion to address the specific factors presented in any unfair labor practice complaint. *See* RCW 47.64.132. In this case, I direct the employer to bargain in good faith with the union concerning the implementation of the new key box procedure, and, if the parties reach impasse, submit the issue to interest arbitration. The employer will also be required to post appropriate notices and to read a notice at a public meeting of the employer's governing body.

Traditionally, a bargaining order directs the parties to return to the *status quo ante* that existed just before the unfair labor practice was committed. Under the facts and circumstances of the instant case, I find that such an order would create confusion and could lead to more safety problems. It would not be beneficial to scrap the new procedure without any process in place to replace it. Simply returning to the old practice concerning the use of keys would undoubtedly cause problems with the Coast Guard and would not be useful in resolving this issue. Accordingly, the new key box procedure will remain in place while the parties negotiate the effects of the new procedure.

FINDINGS OF FACT

1. The Washington State Department of Transportation Ferries Division is an "employer" within the meaning of RCW 47.64.011(4).

2. Marine Engineers Beneficial Association represents a bargaining unit of licensed engineering employees of the Washington State Department of Transportation Ferries Division and is a "ferry employee organization" within the meaning of RCW 47.64.011(7).

3. Bargaining unit employees traditionally had access to sensitive areas on ferry system vessels through the use of keys. Once issued, the keys were kept by employees, even when they were not on shift.

4. In 2006, a member of a different bargaining unit lost a key on one of the ferry system's vessels. As a result, the United State Coast Guard required the employer to modify its security procedures.

5. The employer decided to use a "key box" system to address the Coast Guard's concerns. The lock boxes would hold all necessary keys on each vessel and would only be accessible through the use of electronic identification cards.

6. While the employer originally wanted to complete the new key box system by July 2006, it encountered a number of technical issues during implementation. The employer was given more time by the Coast Guard to complete the new key box system.

7. During the pendency of the extension, the employer held a number of meetings with state and federal security agencies to discuss the implementation of the new key box system. During this time, the employer did not conduct meetings with the union concerning use of the key box.

8. The parties negotiated a collective bargaining agreement for the 2009-2011 time period. The contract contained a "management's rights" clause that allowed the employer to undertake the traditional roles of management, including the safe operation of the ferry vessels. However, the contract did not have specific management's rights language concerning changes in safety procedures that affect wages, hours or conditions of employment.

9. By April 2009, the key box system was ready for testing, and lock boxes were installed on nine of the employer's 21 operational vessels. On April 14, 2009, the union sent a letter to the employer demanding to bargain the impending implementation of the key boxes. On April 16, 2009, the employer's representative replied, stating that meetings would be set up.

10. No meetings took place for approximately twelve months after the union made its initial demand to bargain.

11. On March 10, 2010, the employer sent the union a letter, along with a "Fleet Advisory" concerning the implementation of the key box system. The letter explained that the employer was implementing the use of key boxes to comply with Coast Guard directives, and further stated the employer's belief that implementing the use of key boxes would not constitute a mandatory subject of collective bargaining. The employer also notified the union that the key box system would be fully implemented by the end of March 2010.

12. On March 5, 2010, the employer sent notification that training in the new system would start on March 8. On March10, 2010, the union again demanded to bargain concerning the use of the key boxes. On March 17, 2010, the union filed the instant unfair labor practice complaint.

13. The union and the employer met on March 23, April 9, and April 23, 2010, but were not successful in their negotiations concerning the lock boxes. Meetings scheduled on May 6 and 27, 2010 were cancelled by the employer. Bargaining resumed with meetings on July 7 and August 25, 2010. The parties were unable to agree on issues concerning the use of the key boxes.

14. During the pendency of negotiations, the new system was not implemented. However, the Coast Guard insisted that the employer complete and implement the key box program by January 1, 2011. On October 8, 2010, the employer sent the union a copy of the Coast Guard's directive. On November 8, 2010, the employer notified the union that it was proceeding with the implementation of the new key box system.

15. On November 14, 2010, the employer issued policies and procedure for implementing the key box system. By March 24, 2011, the system was fully operational. On April 30, 2011, the employer issued its final policy concerning the use of the key boxes.

16. Under terms of the new policy, bargaining unit employees were required to use the key boxes, and failure to comply with the policy could lead to discipline, up to and including dismissal.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 47.64 RCW.

2. The implementation of the new key box system affects employee and vessel safety and is a mandatory subject of collective bargaining.

3. By events described in Findings of Fact 10 through 15, above, the Washington State Ferry System violated RCW 47.64.130(1)(e) by unilaterally implementing the new key box system on ferry system vessels without first submitting the issue to interest arbitration.

4. By events described in Finding of Fact 8 above, the Marine Engineers Beneficial Association did not waive its right to negotiate concerning the implementation of the new key box system on ferry system vessels.

ORDER

WASHINGTON STATE FERRIES, its officers and agents shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Refusing to negotiate in good faith with the Marine Engineers Beneficial Association concerning the implementation of the key box system on ferry system vessels.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 47.64 RCW:

   a. Give notice to and, upon request, negotiate in good faith with the Marine Engineers Beneficial Association regarding the implementation of the new lock box system on ferry system vessels, and, if the parties reach impasse, submit the issue for resolution through interest arbitration procedures.

b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Washington State Transportation Commission and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

d. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice provided by the Compliance Officer.

e. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide him with a signed copy of the notice he provides.

ISSUED at Olympia, Washington this 8th day of December, 2011.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

KENNETH J. LATSCH, Examiner

This order will be the final order of the Agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

CASE 24113-U-11-1671
DECISION 11242 - MRNE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

- **Form, join, or assist an employee organization (union)**
- **Bargain collectively with your employer through a union chosen by a majority of employees**
- **Refrain from any or all of these activities except you may be required to make payments to a union or charity under a lawful union security provision**

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING AND RULED THAT THE *WASHINGTON STATE FERRIES* COMMITTED AN UNFAIR LABOR PRACTICE AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY implemented a new key box system on ferry system vessels without bargaining to impasse and submitting the issue to interest arbitration for final determination.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

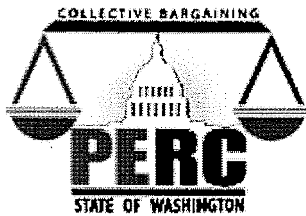
WE WILL offer to negotiate with the Marine Engineers Beneficial Association in good faith, and will join the union in submitting the issue concerning the key boxes to interest arbitration if our negotiations are not successful.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

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PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY: /S/ ROBBIE DUFFIELD

CASE NUMBER: 24113-U-11-06171 FILED: 07/06/2011 FILED BY: PARTY 2
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