

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

RAY TWITTY,	)	MEC Case No. 1-00
	)	
Grievant,	)	DECISION NO. 232 – MEC
	)	
v.	)	
	)	ORDER OF DISMISSAL
WASHINGTON STATE FERRIES,	)	
	)	
Respondent.	)	
_____	)	

Ray Twitty, pro se, appearing for and on behalf of himself.

Christine Gregoire, Attorney General, by David Slown, Assistant Attorney General, for and on behalf of Washington State Ferries (WSF).

John McCurdy, Seattle Branch Agent, appearing for and on behalf of District No. 1, Marine Engineers Beneficial Association (MEBA).

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on March 6, 2000, when Ray Twitty filed a request for grievance arbitration. In his grievance arbitration request, Mr. Twitty alleged “In conjunction with a roll-over of the present collective bargaining agreement . . . , WSF and MEBA have entered into a tentative agreement that restores workers’ wages for a previously negotiated set aside for retiree medical in the amount of \$35/month/man. In violation of the CBA, the WSF is attempting to restore a lesser amount for all billet assignments.”

Mr. Twitty indicated on his grievance form that the grievance process in the CBA had not been utilized. He also indicated on the filing form that the MEBA Branch Agent was unwilling to grieve the issue, but gave verbal assent to Mr. Twitty proceeding on his own.

The request for grievance arbitration was docketed as MEC Case No. 1-00 and all parties were notified of the filing.

On March 15, 2000 the MEC received a letter from MEBA Branch Agent, John McCurdy, saying that MEBA does not agree with Mr. Twitty's assertion and does not endorse his request for grievance arbitration.

It is clear that MEBA has not given Mr. Twitty permission to file the grievance on his own.

The MEC is guided by RCW 47.64.150 in this matter:

**47.64.150 Grievance procedures.** An agreement with a ferry employee organization that is the exclusive representative of ferry employees in an appropriate unit may provide procedures for the consideration of ferry employee grievances and of disputes over the interpretation and application of agreements. Negotiated procedures may provide for binding arbitration of ferry employee grievances and of disputes over the interpretation and application of existing agreements. An arbitrator's decision on a grievance shall not change or amend the terms, conditions, or applications of the collective bargaining agreement. The procedures shall provide for the invoking of arbitration only with the approval of the employee organization. The costs of arbitrators shall be shared equally by the parties.

Ferry system employees shall follow either the grievance procedures provided in a collective bargaining agreement, or if no such procedures are so provided, shall submit the grievances to the marine employees' commission as provided in RCW 47.64.280.

This Commission must conclude that RCW 47.64.150, second paragraph, requires that if grievance procedures are provided in the CBA, then ferry employees shall follow those procedures. Since the proper grievance procedures have not been followed, the MEC must decline jurisdiction in this matter. See Kenneth E. Irish v. WSE and Dist. No. 1 MEBA, Decision 112 MEC (1994).

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ORDER

The MEC declines to assert jurisdiction in this matter and hereby orders that the request for grievance arbitration, docketed as MEC Case No. 1-00, be dismissed.

DATED this \_\_\_\_\_ day of April 2000.

MARINE EMPLOYEES' COMMISSION

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HENRY L. CHILES, JR., Chairman

JOHN P. SULLIVAN, Commissioner

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DAVID E. WILLIAMS, Commissioner