

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC Case No. 14-03

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC Case No. 16-03

DECISION NO. 349 - MEC

ORDER DISMISSING ADJUSTED
COMPLAINT AND GRIEVANCE

Mario Micomonaco, Union Representative, appearing for and on behalf of District No. 1, Marine Engineers Beneficial Association.

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

THESE MATTERS came on regularly before the Marine Employees' Commission as follows:

ORDER DISMISSING ADJUSTED
COMPLAINT AND GRIEVANCE -1-

MEBA Unfair Labor Practice Complaint (14-03)

On September 27, 2002, District No. 1, Marine Engineers Beneficial Association (MEBA) filed an unfair labor practice complaint, MEC Case No. 14-03, against Washington State Ferries. In its complaint, MEBA charged WSF with engaging in unfair labor practices within the meaning of RCW 47.64.130(1) by refusing to bargain collectively with representatives of employees.

Specifically, MEBA alleged that WSF arbitrarily altered the relief terminal designation/watch schedule for the M/V Yakima on June 28, 2002, naming Bainbridge Island as the relief terminal.

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 Sullivan was designated as Hearing Examiner.

MEBA Request for Grievance Arbitration (16-03)

On September 27, 2002, MEBA filed a request for grievance arbitration, which was docketed as MEC Case No. 16-03. On October 15, 2002, MEBA amended its grievance request. Commissioner John Sullivan was assigned as Arbitrator.

MEBA asserted that WSF denied the crew of the M/V Yakima overtime submitted for June 28, 2002, based upon Bainbridge Island as the watch relieving terminal, in violation of Section 9 Hours, paragraphs (j), (k)(1)—(2) and Section 10 Watch Relieving Terminals, paragraph 4 of the Licensed MEBA/WSF Collective Bargaining Agreement.

MEBA certified that the grievance procedures in the pertinent MEBA/WSF Collective Bargaining Agreement had been utilized and exhausted. In addition, the union certified that the

arbitrator's decision would not change or amend the terms, conditions or application of said collective bargaining agreement and that the arbitrator's award would be final and binding.

PROCEDURAL BACKGROUND

Upon review of the facts and principles of law involved in MEC Cases 14-03 and 16-03, the Commission ordered them consolidated for the purpose of conducting a settlement conference and hearing. (WAC 316-02-500 and 316-65-005.) A consolidated settlement conference was scheduled for November 25, 2002. The hearing was scheduled for January 17, 2003.

* * *

During the settlement conference on November 25, 2002, with Commissioner John Byrne's assistance, the parties reached an agreement. Commissioner Byrne forwarded the parties' signed settlement agreement, which includes withdrawal of the unfair labor practice complaint and the grievance, to the MEC office. That agreement (received November 27, 2002) is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that

1. The unfair labor practice complaint, filed by District No. 1 MEBA against WSF and docketed as MEC Case No. 14-03, be dismissed.

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2. The request for grievance arbitration, filed by District No. 1 MEBA and docketed as MEC Case No. 16-03, be dismissed.

DATED this 6th day of December 2002.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN NELSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

Settlement Agreement
MEC Case No. 14-03 & 16-03
11/25/02

1. Regular practice is to travel on the watch schedule when a vessel is in maintenance. The parties hereby re-affirm their commitment to this practice.
2. In the particular circumstances of this case, the Yakima crew (McPhee, Ratcliff, Beardon and Miehl) was entitled to the equivalent of 16 hours pay for June 28, 2002. The crew was paid the equivalent of 15 hours pay.
3. The parties agree that WSF will pay each member of the crew the equivalent of one hour pay at each person's appropriate straight time rate.
4. This settlement is limited to the facts of this case and is non-precedential.
5. The grievance and ULP are withdrawn as settled.

/s/ David J. Slown
WSF

/s/ Mario Micomonaco
MEBA