

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 19-05

MEC CASE NO. 20-05

DECISION NO. 436 - MEC

ORDER CLOSING SETTLED
GRIEVANCE AND COMPLAINT

Reid, Pedersen, McCarthy and Ballew, by *Todd Lyon*, Attorney, appearing for District No. 1, Marine Engineers' Beneficial Association.

Christine Gregoire, Attorney General, by *David Slown*, Assistant Attorney General, appearing for the Washington State Ferries.

THESE MATTERS came on regularly before the Marine Employees' Commission on October 26, 2004, when District No. 1, Marine Engineers Beneficial Association (MEBA) filed a request for grievance arbitration, MEC Case 19-05, as well as an unfair labor practice complaint, MEC Case No. 20-05.

ORDER CLOSING SETTLED
GRIEVANCE AND COMPLAINT -1-

Request for Grievance Arbitration – Case 19-05

MEBA's request for grievance arbitration alleged that WSF violated section 12(b) of the Licensed CBA when it refused to pay legitimate travel not included on schedule "A" after the employee provided the required written explanation for the travel and/or mileage. (MEBA asserted that WSF's slowing of vessels to save on fuel costs changed arrival and departure times causing relief personnel to have to drive around to relieve on time.)

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

Unfair Labor Practice Complaint – Case 20-05

MEBA's complaint 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.

In its complaint, MEBA alleged that WSF changed policy pertaining to travel time and/or mileage without negotiating with the Union. MEBA asserted that WSF refused to pay legitimate travel not included on schedule "A" when the employee provided the required written explanation for the travel and/or mileage.

* * *

Following review, the Commission determined that it would defer to arbitration, holding the complaint in abeyance until the grievance was resolved.

The grievance, Case 19-05, was scheduled for a settlement conference on January 14, 2005 with Chairman John Swanson assigned to serve as Mediator. Commissioner John Sullivan

was initially designated as Arbitrator. A hearing date was set for April 28, 2005; the anticipated, but unnamed, new commissioner was substituted as Arbitrator.

During the January 14 settlement conference MEBA and WSF reached an agreement resolving Cases 19-05 and 20-05. On February 9, 2005, the parties provided the MEC with a copy of their finalized, signed settlement agreement. The agreement requests withdrawal of the unfair labor practice complaint and withdraws the grievance without prejudice or precedent. That agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that District No. 1 MEBA's request for grievance arbitration, Case 19-05, and unfair labor practice, Case 20-05, are closed in acknowledgment of the parties' agreement.

DATED this 18th day of February, 2005.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

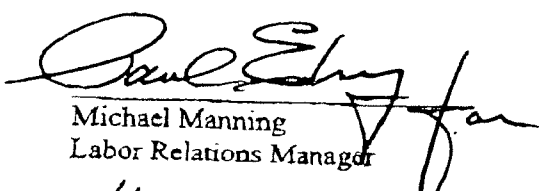
/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

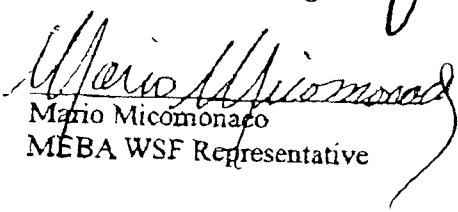
SETTLEMENT AGREEMENT

Marine Engineers' Beneficial Association, District No. 1-PCD, AFL-CIO ("MEBA" or "Union") and Washington State Ferries ("WSF" or "Employer") wish to settle the unfair labor practice charge in Case No. 20-05 and the grievance in Case No. 19-05 and hereby agree as follows:

1. MEBA hereby requests withdrawal of the unfair labor practice charge in MEC Case No. 20-05 and MEBA hereby withdraws the grievance in MEC No. 19-05 without prejudice or precedent.
2. WSF shall pay Mr. James K. Hattrick mileage totaling \$39.00.
3. The parties agree that this settlement agreement may not be used as precedent in any concurrent or future grievances or arbitrations between WSF and the Union.
4. MEBA acknowledges that the payment of wait time may not be used as precedent in any concurrent or future grievances or arbitrations between WSF and the Union.
5. The parties acknowledge and agree that no change is being made to Schedule A by virtue of this settlement. Instead, the parties reserve the right to negotiate any and all changes to Schedule A in future negotiations.


Michael Manning
Labor Relations Manager

2.9.05
Date


Mario Micomunaco
MEBA WSF Representative

JAN 18, 2005
Date

MARINE EMPLOYEES' COMMISSION
OLYMPIA, WA
FEB 09 2005