

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

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| DISTRICT NO. 1 MARINE |) | MEC Case No. 2-93 |
| ENGINEERS BENEFICIAL |) | |
| ASSOCIATION |) | |
| |) | DECISION NO. 107 - MEC |
| Grievant, |) | |
| |) | |
| v. |) | ORDER OF DISMISSAL |
| |) | |
| WASHINGTON STATE FERRIES, |) | |
| |) | |
| Respondent. |) | |
| |) | |

Davies, Roberts and Reid, attorneys, by Kenneth J. Pedersen, Attorney, appearing for and on behalf of District No. 1 Pacific Coast District, Marine Engineers Beneficial Association.

Christine Gregoire, Attorney General, by Robert McIntosh, Assistant Attorney General, appearing for and on behalf of the Washington State Ferries.

THIS MATTER came before the Marine Employees' Commission on January 25, 1993, when the District No. 1 Pacific Coast District, Marine Engineers Beneficial Association filed a request for grievance arbitration. Commissioner Donald E. Kokjer was assigned to act as arbitrator.

In its grievance arbitration request, MEBA alleged that the Washington State Ferries violated Section 9, Part (f), paragraphs (2) and (3) of the MEBA/WSF Licensed Engineer Officers' Agreement by failing to pay overtime for work performed by MEBA members due to vessel route reassignments. Citing WAC 316-65-050(4), which requires that such arbitration requests include a "clear and concise statement of the facts constituting the alleged injury, injustice or violation," the Marine Employees' Commission requested that MEBA provide additional information to WSF. By letter dated April 15, 1993, MEBA amended its grievance request to

Include the names of the WSF vessels and employees affected by the alleged violation of the MEBA/WSF contract.

A hearing was scheduled for June 11, 1993. Thereafter, the parties and their counsel represented to Arbitrator Kokjer that the issues involved in the grievance arbitration request had been expanded by the parties. They furthermore represented that diligent efforts were being made to negotiate a settlement in this matter. Based upon these representations, Arbitrator Kokjer continued the hearing on five occasions: June 21, 1993; August 19, 1993; September 29, 1993; November 3, 1993 and December 17, 1993. Prior to hearing on December 17, 1993, the parties reached agreement on the issues, indicating a letter of withdrawal and a copy of the agreement would be promptly forwarded to the Marine Employees' Commission.

On January 13, 1994, the MEC received a letter from Kenneth J. Pedersen, in which he withdrew MEBA's grievance arbitration request. A copy of the settlement agreement reached in this matter is attached and hereby incorporated into this decision.

Pursuant to the withdrawal of the grievance arbitration request by MEBA, it is hereby ordered that MEC Case 2-93 is dismissed.

DONE this 25th day of January, 1994.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, Chairman

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner

MEBA v. WSF

MEC CASE NO. 2-93

SETTLEMENT AGREEMENT

I. RULES APPLICABLE TO ALL VESSELS

1. Overtime shall be payable, pay period by pay period, for time continuously worked beyond 12 ½ hours.
2. Overtime shall be payable, pay period by pay period, for time worked beyond the scheduled shift.
3. For employees working a schedule of seven (7) days on duty followed by seven (7) days off duty, every effort shall be made to set relief times between 0500 and 0900.
4. When vessels are moved into a maintenance or layup facility, normal cycling shall continue. All straight time hours and minutes actually worked shall be cycled as part of the current cycling period.

II. VESSELS ON REGULAR ROUTES THAN HAVE BEEN TRANSFERRED TO A TEMPORARY ROUTE ASSIGNMENT

1. On the day a vessel moves from one route to another and thereafter until the vessel returns to its regular route, overtime shall be payable for all time continuously worked beyond 12 hours, for the on watch crew, regardless of the scheduled length of shift.

2. The above shall not apply to vessels in maintenance or layup status, except that on the day such vessels move into or out of maintenance or lay-up status, overtime shall be paid for all time continuously worked beyond 12 hours, regardless of the scheduled length of shift.

III. RELIEF VESSELS

1. Overtime shall be paid for time worked beyond a scheduled shift. Shift schedules for relief vessels shall be prepared in accordance with the CBA, with the understanding that such scheduled may be changed without notice. Such schedule changes shall not result in overtime for hours in excess of a previously scheduled shift.
2. On the day a vessel moves from one route to another, overtime shall be payable to the on watch crew for all time continuously worked beyond 12 hours, regardless of the scheduled length of shift.
3. The Chief Engineer on watch at the time of the vessel move shall insure that the relief times for the new route assignment are known to management and the oncoming watch members.
4. Six vessels, (the HYAK, KITSAP, CHELAN, KALEETAN, ILLAHEE, and TILLIKUM) shall be designated by the employer as relief vessels. Initially, their home parts shall be their current home

port. Hereafter, home ports may be changed as provided in the collective bargaining agreement. Such designations shall remain in effect for at least a two year period. Changes in relief vessel designation shall be announced at least thirty (30) days in advance. If a relief vessel becomes unavailable to perform its relief function because of refurbishment, marine casualty, sale or decommissioning, the employer may, upon 30 days notice, designate a substitute relief vessel. As the fleet increases in number of vessels, the employer may designate additional relief vessels are required for valid business reasons.

5. Engineer Officers on vessels newly designated as relief vessels may bid for reassignment to another vessel at the same relieving terminal pursuant to Section 20 (f) of the licensed officers' CBA. Employees on relief vessels newly re-designated as regular vessels may bid for reassignment to the newly designated relief boat pursuant to Section 20(f).
6. Schedules of Engineer Officers and unlicensed employees on relief vessels shall be arranged as per Section 9(f) of the licensed officers' CBA and Appendix B, Rule 1 F2 of the unlicensed employees' CBA, and any other relevant sections of the collective bargaining Agreements, except that last sentence of Section 9(f)(2) and the last sentence of Appendix B, Rule 1 F2 shall not apply to relief vessels.

IV. GENERAL PROVISIONS

1. As settlement of all monetary and wage claims filed herein or potentially fileable in connection with or related to the subject matter of this grievance or settlement, employer shall pay \$3,000.00 of wages to those employees designated by the Union, divided as the Union directs. All existing or past claims shall be barred.
2. This settlement Agreement shall take effect immediately as a Memorandum of Understanding. As part of negotiations for a 1993-95 CBA, the parties agree to modify the language of the CBA as necessary to comply with this settlement.

DATED this 17th day of December, 1993.

/s/ Armand Tiberio
Director of Marine Operations
WSF

/s/ Robert McIntosh
Asst. Attorney General
Attorney for WSF

/s/ Ken Pedersen
Attorney for MEBA

/s/ Mark Austin
Branch Agent, MEBA