

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION and
INLANDBOATMEN'S UNION OF
THE PACIFIC,

Complainants,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 26-04

DECISION NO. 455 - MEC

ORDER CLOSING
SETTLED COMPLAINT

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

Schwerin, Campbell and Barnard, by *Robert Lavitt*, Attorney, appearing for the Inlandboatmen's Union of the Pacific.

Rob McKenna, Attorney General, by *David Slown*, Assistant Attorney General, appearing for Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission on November 21, 2003, when Mario Micomonaco, District No. 1, Marine Engineers' Beneficial Association (MEBA), and Dennis Conklin, Inlandboatmen's Union of the Pacific (IBU), jointly filed an unfair labor practice complaint against Washington State Ferries (WSF). The complaint was docketed as MEC Case 26-04.

The complaint charged WSF with engaging in unfair labor practices within the meaning of RCW 47.64.130(1) by interfering with, restraining or coercing employees in the exercise of rights; and by refusing to bargain collectively with representatives of employees. Specifically,

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MEBA and IBU alleged that WSF refused to allow employees to park on the dock at the Clinton Terminal since construction had been completed.

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.

Chairman John Swanson was assigned to serve as Mediator at the settlement conference scheduled for February 17, 2004. Commissioner John Sullivan was designated to act as Hearing Examiner; a hearing was scheduled for April 14, 2004.

On February 11, the Masters, Mates and Pilots (MM&P) also filed a complaint related to employee terminal parking and asked that it be consolidated with Case 26-04. Following review of the facts and principles of law alleged in the two complaints, the MEC ordered them consolidated for the purpose of conducting a settlement conference and hearing.

On February 17, 2004, the parties participated in a settlement conference with Chairman Swanson, but did not reach agreement. However, they agreed to a second settlement conference, to be held on March 24. The second settlement conference produced an agreement to hold the cases in abeyance until at least July 31, allowing time for WSF to negotiate with the Port of South Whidbey regarding access and use of parking spaces at the Humphrey Road parking lot. The parties also asked the MEC to schedule another settlement conference sometime during the month of July to continue settlement efforts.

The April 14 hearing was cancelled. The parties participated in a third settlement conference on July 15, 2004; they agreed to continue settlement efforts on their own. A hearing was eventually rescheduled for February 4, 2005. WSF filed its Answer to the complaints on January 20, 2005.

Telephone conversations with counsel on February 3, 2005 indicated the parties had settled the “parking” cases. They reported that substantive terms had been agreed to in principle and paperwork on the agreement needed to be completed. At the parties’ request, the February 4 hearing was cancelled.

The MEC had not received a copy of the parties’ signed settlement or a withdrawal, when on March 30, 2005, MEBA Counsel Michael McCarthy wrote to the Commission, attaching a copy of the settlement agreement. The only signature on the agreement was that of MEBA Branch Agent, Jon Anderson. Mr. McCarthy indicated that when he received a copy signed by WSF’s representative, he would withdraw MEBA’s complaint in writing.

During MEC’s April 22 public meeting, AAG Slown provided the MEC with a copy of the agreement bearing his signature on behalf of WSF. At that time, he explained that MM&P had rejected the terms of the agreement and the IBU had not yet signed off.

By letter on May 12, 2005, MEBA Counsel Michael McCarthy withdrew MEBA’s complaint.

On August 9, 2005, the MEC received another copy of the agreement, signed by Jay Ubelhart for the IBU, in acceptance of the settlement. That agreement is appended to and becomes a part of this Order by reference.

By letter on August 18, 2005, Business Agent Jay Ubelhart withdrew the IBU’s portion of this complaint.

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ORDER

It is hereby ordered that the unfair labor practice complaint, filed by District No. 1 MEBA and the IBU against WSF and docketed as MEC Case No. 26-04, is closed in acknowledgment of the parties' settlement agreement.

DATED this 26th day of August 2005.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

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WASHINGTON STATE FERRIES,

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MEC CASE NO. 26-04

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 34-04

The parties to these two cases agree to resolve the cases as follows:

1. Humphrey Lot. The WSF shall provide use of thirty (30) parking spots without charge to employees at the Humphrey Road parking lot adjacent to the Clinton Terminal for use by MEBA, IBU, and MMP represented employees as long as the Port of South Whidbey operates the area of the lot as a parking lot.
2. Employees may only use these spots when on duty.
3. WSF shall create and issue a parking authorization permit for participating employees that will be recognized by the Port of South Whidbey.

4. All WSF employees allowed under this agreement to park at the Humphrey Road parking lot shall have the right to park in any vacant spot in that lot, free of charge, but must ensure that the vehicle has a WSF employee parking device hanging from the mirror in the usual fashion. Parking for employees shall be on a first-come-first-served basis, and WSF shall not be responsible for the availability of parking spaces. It is WSF's understanding there is adequate parking available in the lot. If that condition changes so that available parking is compromised, the Union shall so notify WSF regarding facts indicating such and then WSF shall then approach the Port of South Whidbey for appropriate signage regarding reserved parking for WSF employees only.
5. Post Office parking lot. WSF agrees to continue the existing availability of employee parking at the Post Office lot for at least six months from the signing of this agreement. If WSF determines that the Humphrey Road parking is adequate to satisfy the parking requirements of employees who work out of the Clinton terminal, it may notify the three unions of its intent to eliminate the Post Office parking. Nothing in this agreement shall be construed as a waiver or admission of any right in any party with respect to these post office parking spaces.
6. Nothing in this agreement shall limit any party from raising issues relating to Clinton employee parking during biennial negotiations.
7. The Complainants shall withdraw the pending grievances and unfair labor practices before the MEC.

IBU
/s/ Jay Ubelhart
Dated: 8/9/05

WSF
/s/ David J. Slown
Dated: 4/19/05

MMP

William Wilson
Dated:

MEBA
/s/ Jon Anderson
Dated: 2/3/05

"In the event that WSF were to negotiate a more favorable agreement with the MM&P WSF would reopen this agreement with the IBU."

/s/ Michael Manning