

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. 27-03

MEC Case No. 28-03

DECISION NO. 373 - MEC

ORDER DISMISSING ADJUSTED
GRIEVANCE AND COMPLAINT

Mario Micomonaco, Union Representative, appearing for District No. 1, Marine Engineers' Beneficial Association.

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

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

MEBA Request for Grievance Arbitration (27-03)

On December 18, 2002, MEBA filed a request for grievance arbitration, which was docketed as MEC Case No. 27-03. Later, on the same date, MEBA filed an amended grievance. Commissioner John Byrne was assigned as Arbitrator.

MEBA alleged that WSF failed to pay overtime (for work in excess of 80 hours) and holiday pay to Steve Inman, Bob Seidman, Marvin Woody and Dennis Paulson (temporary engineers hired out of the Seattle MEBA Hall) in violation of Section 7 (d), (e) and Section 9(c) of the 1999-2001 MEBA/WSF Licensed 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.

MEBA Unfair Labor Practice Complaint (28-03)

On December 18, 2002, District No. 1, Marine Engineers Beneficial Association (MEBA) also filed an unfair labor practice complaint, MEC Case No. 28-03, 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 interfering with, restraining or coercing employees in the exercise of rights. The facts on which MEBA based the allegation were that WSF allegedly denied temporary engineers, dispatched from the Seattle MEBA Hall, proper pay.

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.

PROCEDURAL BACKGROUND

Upon review of the facts and principles of law involved in MEC Cases 27-03 and 28-03, the Commission ordered them consolidated for the purpose of conducting a settlement conference and hearing. (WAC 316-02-560 and 316-65-005.) A consolidated settlement conference was scheduled for February 21, 2003. The hearing was scheduled for April 22, 2003.

* * *

The parties participated in a settlement conference with Commissioner John Sullivan on February 21, 2003. They did not reach agreement, but indicated their intent to continue settlement discussions.

On April 10, 2003, AAG Slown contacted the MEC on behalf of the parties to report the cases settled, in principle. MEC cancelled the April 22 hearing date.

On June 23, 2003, WSF provided the MEC with the parties' signed settlement agreement, which constitutes MEBA's request for withdrawal of the grievance and the unfair labor practice complaint. That agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that

1. The request for grievance arbitration, filed by District No. 1 MEBA and docketed as MEC Case No. 27-03, be dismissed.

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2. The unfair labor practice complaint, filed by District No. 1 MEBA against WSF and docketed as MEC Case No. 28-03, be dismissed.

DATED this 27th day of June 2003.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN NELSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

SETTLEMENT AGREEMENT
MEC Cases Nos. 27-03 and 28-03

IN FULL AND COMPLETE SETTLEMENT OF MEC Cases Nos. 27-03 and 28-03, the parties, Washington State Ferries (WSF) and the Marine Engineers' Beneficial Association (MEBA), do hereby agree as follows:

WSF AGREES:

1. To pay to each of Steve Inman, Dennis Paulson, Robert Seidman, and Marvin Woody, four hours pay at the straight time rate in effect at the times and classification indicated on the pay orders filed with the two MEC Cases cited above.
2. In all future cases in which temporary engineers are dispatched from the MEBA hall to fill positions lasting one (1) full week consisting of seven (7) twelve-hour shifts, to pay the four (4) hours worked in excess of eighty (80) hours at the overtime rate. All other overtime provisions of the collective bargaining agreement shall remain in full force and effect with respect to any other overtime claims by any licensed engineer, including those dispatched from the hall on a temporary basis.

MEBA AGREES:

1. To withdraw MEC Cases No. 27-03 and No. 28-03. A copy of this agreement shall constitute a request for withdrawal, and may be presented by either party.

THE PARTIES MUTUALLY AGREE:

1. That payment of "Holiday Worked" time to temporary engineers dispatched from the MEBA shall continue on the basis of eight (8) hours straight time pay for each holiday worked, in accordance with the existing collective bargaining agreement and prior practice of the parties. The parties acknowledge that engineers will not be paid partial "Holiday Worked" pay for hours falling on a calendar holiday, when WSF practice deems the shift worked not to fall on that holiday. The parties agree that WSF practice for night shifts starting before, and ending after, midnight, has been and will continue to be to regard the shift as having been worked on the day the shift ends, and not on the day the shift begins.

/s/ Michael Manning
For Washington State Ferries

4/17/03

/s/ Mario Micomonaco
For Marine Engineers' Beneficial Association

4/22/03