

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INTERNATIONAL ORGANIZATION
OF MASTERS, MATES AND PILOTS,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 34-04

SUPPLEMENT TO
DECISION NO. 484 – MEC

ORDER ON RECONSIDERATION

APPEARANCES

Singleton, Gendler & Terrasa by *John Singleton*, Attorney, appearing for the International Organization of Masters, Mates and Pilots (MM&P).

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

On August 17, 2006, the International Organization of Masters, Mates and Pilots filed a Petition for Reconsideration of Remedy in this matter with the Marine Employees' Commission. On August 30, 2006, the Washington State Ferries submitted its response to the motion. This is the Commission's decision.

The MM&P request that the MEC reconsider the scope of the remedy it awarded in this case beyond a requirement that the WSF "meet and discuss the issue of parking for MM&P-represented employees at the Clinton Terminal." Decision at 8. While the MEC declines MM&P's invitation to expand the remedy, the MEC offers the following rationale.

In its decision in this case, the Commission found:

4. There is no current, binding past practice requiring the WSF to provide on-dock parking to MM&P represented employees.

5. Then WSF did not commit an unfair labor practice by failing to provide MM&P-represented employees with on-dock parking at the Clinton Terminal.
6. The WSF did commit an unfair labor practice by failing to respond to MM&P's repeated requests to bargain over the issue of employee parking on the new Clinton Dock.

Decision at 8. Having found that there was no binding past practice of providing on-dock, free parking and having heard no evidence that there was a practice of otherwise providing paid parking, there is no basis for the Commission to conclude that MM&P members are entitled to payment for such parking, or any replacement parking.

Finding number 6, though, bears clarification. The Commission found that, in 1997, the WSF ceased providing free parking on the dock. The Commission went on to find, "there is no evidence of a demand to bargain at or around 1997; there is no evidence that a grievance was filed; and there is no evidence that an unfair labor practice was filed. Indeed, I find no evidence of any discussion between the Union and the WSF regarding this situation in or about 1997." Thus, the Commission found that, by 2003, there was no longer a binding past practice of providing free, on-dock parking.

In 2003, however, the MM&P reasonably requested that the parties sit down and negotiate the effects of the completion of construction on the dock on employees' parking privileges. The WSF simply ignored the request; it did not discuss alternatives to on-dock parking; it did not provide information to the union as to why on-dock parking was not available. The WSF did nothing. Herein lies the unfair labor practice.

As remedy for this unfair labor practice, the Commission ordered the WSF to "meet and discuss" the issue of parking with the MM&P. By this, the MEC means that the WSF must negotiate with the MM&P regarding the effects of the conclusion of construction on employee's

parking. This remedy does not necessitate a return to the conditions as they existed in 1997. Rather, this order requires a good faith discussion regarding the availability of parking and whatever else might be concluded, as a result of such discussions or negotiations, for MM&P members.¹

DATED this 5th day of September 2006.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SULLIVAN, Hearing Examiner

Approved by:

/s/ JOHN SWANSON, Chairman

/s/ ELIZABETH FORD, Commissioner

¹ The Commission is pleased to see that the WSF intends to offer “the same, or similar, parking arrangements as have been secured by the other two vessel unions through settlement discussions in this and related cases.” The Commission takes judicial notice of the MM&P/WSF collective bargaining agreement, which provides that the parties have a mutual obligation to act in “the utmost good faith.” *See MM&P/WSF Collective Bargaining Agreement*, Section 1.03. We believe that the WSF’s intention is in accord with this provision.