

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS' BENEFICIAL
ASSOCIATION,

Complainant/Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 49-04 (ULP)
MEC CASE NO. 51-04 (GRV)

DECISION NO. 434 - MEC

ORDER CLOSING SETTLED
COMPLAINT AND GRIEVANCE

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 when District No. 1, Marine Engineers Beneficial Association (MEBA) filed an unfair labor practice complaint, MEC Case No. 49-04, against Washington State Ferries (WSF) and a request for grievance arbitration, MEC Case No. 51-04, with the Marine Employees' Commission on March 5, 2004.

Unfair Labor Practice Complaint – Case 49-04

MEBA's 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.

In its complaint, MEBA alleged that WSF unilaterally reduced the manning on the passenger only vessels and at the maintenance facility without completing bargaining. The Union contended that WSF offered the changes to the MEBA negotiating Committee, but the

ORDER CLOSING SETTLED
COMPLAINT AND GRIEVANCE -1-

membership voted them down. The MEBA Negotiating Committee changed the proposals. WSF did not accept the proposals and made changes to schedules, working conditions, location of relief terminals and manning of the vessels.

The Commission reviewed the complaint and determined that the facts alleged may constitute an unfair labor practice, if later found to be true and provable.

Request for Grievance Arbitration – Case 51-04

MEBA's request for grievance arbitration alleged that WSF violated section 16, page 17 of the MEBA Licensed contract by changing the manning of the maintenance facility at Pier 46, first by changing its location, then by reducing the personnel. In addition, MEBA asserted that Rule 7 – crew requirements of the MEBA Unlicensed contract, paragraph 7.01—7.04 were violated by reducing the manning.

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.

Following review of the facts and principles of law alleged in the complaint and grievance, the MEC ordered Cases 49-04 and 51-04 consolidated for the purpose of conducting a settlement conference and hearing (WAC 316-02-560 and 316-65-005).

* * *

Commissioner John Byrne was assigned to serve as Mediator at the settlement conference scheduled for June 11, 2004. A hearing date was set for August 10, 2004; the anticipated, but unnamed, new commissioner was designated as Arbitrator/Hearing Examiner.

During the June 11 settlement conference, the parties reached a tentative resolution of the issues as part of an overall agreement that was subject to ratification; the cases were held in

abeyance. The August 10 hearing date was cancelled due to the fact that the results of the ratification vote would not be available until August 4. When ratification failed, MEBA Counsel requested a hearing date be rescheduled. The MEC rescheduled the hearing for December 13, 2004.

On December 10, 2004, counsel for WSF and MEBA jointly requested that the December 13 hearing be cancelled, noting that the parties were very close to reaching settlement in the cases. Newly appointed Commissioner Elizabeth Ford, as Arbitrator/Examiner, granted the request.

On December 14, 2004, WSF provided the MEC with a signed copy of the parties' settlement agreement, which constitutes a request for withdrawal. That agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that the unfair labor practice complaint and request for grievance arbitration filed by District No. 1 MEBA, MEC Cases 49-04 and 51-04, are closed in acknowledgment of the parties' agreement.

DATED this 29th day of December 2004.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

SETTLEMENT AGREEMENT

MEC Case Nos. 49-04 and 51-04

IN FULL AND COMPLETE SETTLEMENT of MEC Case Nos. 49-04 and 51-04, the parties, Marine Engineers' Beneficial Association ("MEBA" or "Union"), and Washington State Ferries ("WSF" or "Employer") do agree as follows:

WASHINGTON STATE FERRIES AGREES:

1. WSF will continue to assign one (1) Staff Chief Engineer (SCE) and two (2) Assistant Engineers (AEs) to operate/maintain the PO boats (MV Skagit or its back up MV Kalama). When the vessel is in service, one (1) Assistant Engineer (AE) shall be on watch;
2. WSF will also continue to assign two (2) Eagle Harbor MEBA yard oilers to maintain deactivated vessels and vessels tied up for maintenance based on the current number of vessels being serviced;
3. WSF retains the ability to adjust the yard oilers needed based on numbers of deactivated vessels and vessels tied up for maintenance. WSF shall give the Union fifteen (15) days notice if yard oiler positions are to be reduced.

MARINE ENGINEERS' BENEFICIAL ASSOCIATION AGREES:

1. To withdraw MEC Case Nos. 49-04 and 51-04 without prejudice or precedent. A signed copy of this agreement shall constitute a request for withdrawal, and may be presented by either party.

THE PARTIES MUTUALLY AGREE:

1. To incorporate the substance of this settlement into the parties' collective bargaining agreements.

Dated this 13th day of December, 2004.

For MEBA: /s/ Mario Micomonaco

For WSF: /s/ Michael Manning