

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE  
ENGINEERS' BENEFICIAL  
ASSOCIATION,

Complainants,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 52-04

DECISION NO. 416 - MEC

ORDER CLOSING  
SETTLED 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.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on March 5, 2004, when District No. 1, Marine Engineers' Beneficial Association (MEBA) filed an unfair labor practice complaint against the Washington State Ferries (WSF). The matter was docketed as MEC Case No. 52-04.

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 refusing to bargain collectively with representatives of employees.

Specifically, MEBA alleged that WSF unilaterally changed working conditions without negotiations with the union when it issued new timesheets which require the employee's signature certifying that the information submitted is true and accurate. MEBA requested its complaint be consolidated with a similar charge filed by the IBU on February 23, 2004 (Case 40-04).

Following initial review of the complaint, the Commission determined that the facts alleged may constitute an unfair labor practice, if later found to be true and provable. Upon review of the facts and principles of law alleged in this complaint and Case 40-04, the Commission ordered them consolidated for purposes of conducting a settlement conference and hearing.

Commissioner John Sullivan was assigned to serve as Mediator at a settlement conference scheduled for April 14, 2004. Commissioner John Byrne was designated to act as Hearing Examiner at the consolidated hearing scheduled for June 25, 2004.

During the April 14 conference, MEBA and WSF reached a tentative agreement. On June 10, 2004, WSF Counsel AAG Slown provided the MEC with a copy of the parties' signed settlement agreement resolving MEBA's complaint, Case 52-04. The agreement constitutes MEBA's withdrawal of the matter. (Case 52-04 was removed from the June 25 consolidated hearing.) The signed agreement is appended to and becomes a part of this Order by reference.

### **ORDER**

It is hereby ordered that the unfair labor practice complaint, filed by District No. 1, Marine Engineers' Beneficial Association and docketed as MEC Case 52-04, is closed in acknowledgement of the parties' settlement agreement.

DATED this 23rd day of June 2004.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

## SETTLEMENT AGREEMENT

### MEC Case No. 52-04

IN FULL AND COMPLETE SETTLEMENT of MEC Case No. 52-04, The Marine Engineers' Beneficial Association and Washington State Ferries (WSF) do agree as follows:

#### WASHINGTON STATE FERRIES AGREES:

1. With respect to the requirement that employees provide a physical address on all time sheets upon which travel time and mileage are claimed, WSF recognizes the legitimate concerns of employees that their addresses not be needlessly disseminated. WSF agrees that, on future versions of the time sheet, the address block will be blacked out on all three (colored) copies, and unreadable except on the original (white) form. In the interim, WSF encourages all persons filling out the address block on the time sheet forms to place cardboard or other rigid material between the original and the copies, to prevent the address from copying through.
2. With respect to the "certification" language above the signature block, future versions of the time sheet will read, "To the best of my knowledge, the information on this time sheet is true and accurate, and I am aware that knowingly submitting false information on a time sheet is a violation of the WSF Code of Conduct." Until the language is changed, WSF agrees to regard the certification as being to the language above, and agrees that WSF has no authority to discipline employees for innocent errors on time sheets, but only for falsities, which are made knowingly by an employee.
3. A new version of the WSF time sheet with the changes noted above will be ordered to replace current stocks when exhausted.
4. WSF agrees to notify all employees through a fleet advisory of the provisions of this settlement agreement.

#### THE MARINE ENGINEERS' BENEFICIAL ASSOCIATION AGREES:

1. To the withdrawal of MEC Case No. 52-04. A fully executed copy of this agreement shall constitute a request for withdrawal, and may be presented by any party.

For the MEBA: /s/ Mario Micomonaco

6/9/04

For WSF: /s/ David J. Slown

6/10/04