

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE  
ENGINEERS' BENEFICIAL  
ASSOCIATION on behalf of  
JAMES WEYTHMAN,

Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

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DISTRICT NO. 1, MARINE  
ENGINEERS' BENEFICIAL  
ASSOCIATION,

Complainant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 6-04

MEC CASE NO. 7-04

DECISION NO. 384 - MEC

ORDER CLOSING SETTLED  
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's Request for Grievance Arbitration – Case 6-04**

On August 12, 2003, District No. 1, Marine Engineers Beneficial Association (MEBA) filed a request for grievance arbitration, which was docketed as MEC Case No. 6-04.

Commissioner John Byrne was assigned as Arbitrator.

MEBA alleged that WSF denied James Weythman use of accrued compensatory time to cover weekends when in training at the MEBA School, in violation of Section 19 of the Licensed MEBA/WSF 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's Unfair Labor Practice Complaint – Case 7-04**

On August 12, 2003, MEBA also filed an unfair labor practice complaint, MEC Case No. 7-04, 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; and refusing to bargain collectively with representatives of employees.

Specifically, MEBA alleged that WSF unilaterally changed policy, by denying use of compensatory time for weekends when MEBA members are in training at the MEBA School. MEBA maintained that for the previous four years, WSF had allowed such use of compensatory time.

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 6-04 and 7-04, the Commission ordered them consolidated for the purpose of conducting a settlement conference and hearing. (WAC 316-02-560 and 316-65-005.) Commissioner John Sullivan was assigned to act as Mediator at the settlement conference scheduled for October 13, 2003. Commissioner John Byrne was designated to act as Arbitrator at the hearing scheduled for November 10, 2003.

\* \* \*

The parties reached agreement during the October 13 settlement conference. Commissioner Sullivan forwarded the signed settlement agreement to the MEC office (received October 16, 2003). The agreement constitutes MEBA's request for withdrawal of its 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. 6-04, is closed in acknowledgment of the parties' settlement.

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2. The unfair labor practice complaint, filed by District No. 1 MEBA against WSF and docketed as MEC Case No. 7-04, is closed in acknowledgment of the parties' settlement.

DATED this \_\_\_\_\_ day of November 2003.

MARINE EMPLOYEES' COMMISSION

\_\_\_\_\_  
JOHN SWANSON, Chairman

\_\_\_\_\_  
JOHN SULLIVAN, Commissioner

\_\_\_\_\_  
JOHN BYRNE, Commissioner

AMENDED  
SETTLEMENT AGREEMENT  
MEC Case No. 6-04 and 7-04

IN FULL AND COMPLETE SETTLEMENT of MEC Case No 6-04 and 7-04, the parties, Washington State Ferries (WSF), and the Marine Engineers' Beneficial Association (MEBA), do hereby agree as follows:

WSF agrees:

To pay James Weythman, forty-four (44) hours Comp Time at his regular rate of pay prevailing during September 2002.

WSF and MEBA mutually agree:

In cases in which any MEBA member attends training at the MEBA School, the employee shall be allowed to claim comp time for days on which the employee is not normally scheduled to work. This provision shall be subject to the following limitations:

1. Comp time may be only claimed on normal days off during periods when the member is actually present at the MEBA School and enrolled in a class.
2. Comp time may not be claimed for more than 12 hours in any day.
3. Employees may not in any case claim more than the equivalent of full time pay.

It is mutually agreed that this Settlement Agreement shall not change, alter, or amend any term of the parties' CBA, or in any way change other aspects of the parties' practices relative to training at the MEBA School.

MEBA AGREES:

To withdraw MEC Case 6-04 and 7-04. A signed copy of this agreement shall constitute a request for withdrawal, and may be presented by any party.

/s/ David J. Slown  
For the WSF

1/12/04

/s/ Mario Micomonaco  
For the MEBA

1/12/04