

STATE OF WASHINGTON

BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE
ENGINEERS BENEFICIAL
ASSOCIATION and
INLANDBOATMEN'S UNION
OF THE PACIFIC,

Grievant/Complainants,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC Case No. 7-01 (Grefsrud, et al GRV-MEBA)
MEC Case No. 11-01 ("800" Service ULP-MEBA)
MEC Case No. 13-01 ("800" Service ULP-IBU)

DECISION NO. 285 - MEC

ORDER OF DISMISSAL

Mario Micomonaco, Union Representative, appearing for and on behalf of District No. 1, Marine Engineers Beneficial Association and Lee Grefsrud, et al.

Schwerin, Campbell and Barnard, attorneys, by *Stephanie Cogen*, appearing for and on behalf of the Inlandboatmen's Union of the Pacific.

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

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

1. On March 29, 2001, District No. 1, Marine Engineers Beneficial Association (MEBA) filed a request for grievance arbitration on behalf Lee Grefsrud, et al. In its grievance arbitration request, amended on April 24, 2001, MEBA alleged that Washington State Ferries (WSF) removed "800" toll-free telephone service for employees, citing abuses. MEBA asserted that WSF began charging employees for individual phone calls and imposed audit fees as well, in violation of the Ethics Standards.

2. On April 30, 2001, MEBA filed an unfair labor practice complaint against WSF. In its complaint, MEBA charged WSF with 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 management eliminated a court directed "800" telephone service and charged employees for the use of cell phones WSF installed on the vessels. Additionally, WSF charged employees \$3.50 per month whether they used the cell phones or not. MEBA asserted that the \$3.50 audit fee was imposed without justification.

3. On May 17, 2001, IBU filed an unfair labor practice complaint against WSF. In its complaint, IBU charged WSF with interfering with, restraining or coercing employees in exercise of rights; dominating or interfering with formation or administration of employee organization; and refusing to bargain collectively with representatives of employees. Specifically, IBU alleged that WSF unilaterally altered terms and conditions of employment when it eliminated the "800" phone number, without bargaining in good faith.

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.

The request for grievance arbitration was docketed as MEC Case No. 7-01. Chairman John Nelson was designated to act as Arbitrator at a hearing scheduled for June 29, 2001. Upon review of the two complaints, MEBA's docketed as Case No. 11-01 and IBU's docketed as Case No.13-01, the Commission determined that the facts alleged in each, may constitute unfair labor practices, if later found to true and provable. The Commission further found, upon review of the facts and principles of law involved, that it would serve economy and efficiency to consolidate the three cases, and so ordered.

The previously scheduled June 29 hearing date was converted to a settlement conference, to be conducted by Commissioner John Sullivan. The hearing was rescheduled for August 9, 2001.

The parties were unable to resolve the disputes during the June 29 settlement conference; however, they reached a mutually agreeable settlement of these matters on August 9, 2001, prior to convening the formal hearing. MEBA's withdrawal of MEC Case Nos. 7-01 and 11-01, and IBU's withdrawal of MEC Case No. 13-01 were incorporated into the settlement agreement. The parties' 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 on behalf of Lee Grefsrud, et al, and docketed as MEC Case No. 7-01, be dismissed;
2. the unfair labor practice complaint, filed by District No. 1 MEBA against WSF and docketed as MEC Case No. 11-01, be dismissed;
3. the unfair labor practice complaint, filed by the IBU against WSF and docketed as MEC Case No. 13-01, be dismissed.

DATED this 15th day of August 2001.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN NELSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

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MARINE EMPLOYEES' COMMISSION
OLYMPIA, WA

SETTLEMENT AGREEMENT

between

WASHINGTON STATE FERRIES

And

THE MARINE EMPLOYEES BENEFICIAL ASSOCIATION

And

THE INLANDBOATMEN'S UNION OF THE PACIFIC

The above-named parties, in full and complete settlement of MEC cases Nos. 7-01, 11-01, and 13-01, all of which cases relate to access to and payment for telephone services, do hereby agree as follows:

1. With respect to use of cellular telephones in the engine rooms of WSF vessels, the parties agree that when employees use these telephones for personal use, WSF is obligated to recoup the costs to the state. These costs include both the actual costs of the call and the administrative costs of preparing and sending bills to the individuals involved, currently \$3.50 per invoice. WSF agrees to notify both unions at least 20 days in advance of any future increase in administrative fees, and to meet with the unions upon request to discuss with union representatives the basis for the increase. No party gives up any existing rights by virtue of this clause.
2. When any employee makes a personal call on one of these telephones, there is a requirement that the call be logged. Bills are generated and sent to employees from the log entries. Business calls, including calls by employees to notify family members of unexpected overtime obligations, are not to be logged, and employees will be not charged either administrative costs or actual costs for business calls. The parties agree that confusion exists among employees as to what calls should properly be logged.
3. WSF agrees to educate Chief Engineers on proper log procedures for personal calls.
4. WSF agrees to post permanent notices containing proper procedures for logging personal telephone calls on the vessels next to each cellular telephone.
5. WSF agrees to issue a Fleet Focus describing the policy for charging employees administrative costs associated with billing them for personal calls.
6. Certain employees have received invoices containing charges they believed to be improper, and have objected to them. Within thirty days of the signing of this agreement, the representatives of each union may submit to WSF a list of all such employees. WSF agrees to forgive any and all administrative costs associated with such bills. Employees

will remain liable for actual telephone company charges. No employee who paid any administrative charges shall be entitled to any form of rebate under this provision.

7. The parties agree that there has been no change in toll-free telephone access by MEBA members, who may continue to call 1-800-93 BOATS for dispatch and other official business.
8. Both Unions agree that all future administrative costs may be assessed and billed as per paragraph 1 above.
9. With respect to toll-free "1-800" service provided by WSF for use by Terminal Department employees to call in for business purposes to their terminal, the WSF, despite objections by the IBU and MEBA, discontinued use of the former line, 1-800-249-6410, as a result of a state audit.
10. The parties agree that identical availability of toll-free service to the Terminals is available to Terminal Department and Deck employees through the use of another toll-free number provided by WSF, 1-800-74-DECKS. Employees may call this number and access Dispatch, who will connect them to their Terminal. This number provides accountability adequate to protect State interests through the use of routine recording of incoming calls, and logging procedures.
11. WSF agrees to advise Terminal Department employees of the availability of the 1-800-74-DECKS number by sending a memo to each Terminal Agent, with directions to discuss the memo with all employees at their Terminal.
12. WSF also agrees to send a memorandum on the availability of the 1-800 number to all WSF vessels, and to include the matter in the next issue of "Fleet Focus."
13. The IBU agrees to withdraw MEC Case No. 13-01. A signed copy of this Agreement shall constitute a request for withdrawal.
14. MEBA agrees to withdraw MEC Cases Nos. 7-01 and 11-01. A signed copy of this Agreement shall constitute a request for withdrawal.

For WSF:

Michael Manning 8/9/01

For MEBA:

W. J. Hammond 8-09-01

For the IBU:

Dennis Conklin 8/9/01; George Cog - 8/9/01