

STATE OF WASHINGTON  
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1 – PACIFIC COAST DISTRICT	)	
NATIONAL MARINE ENGINEERS'	)	MEC CASE NO. 8-85
BENEFICIAL ASSOCIATION, AFL-CIO,	)	
B	)	DECISION NO. 18B-MEC
Grievant,	)	
	)	
v.	)	AMENDING
	)	DECISION NO. 18-MEC
WASHINGTON STATE FERRIES,	)	
	)	
Respondent.	)	
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Daniel Bickford appeared on behalf of the Marine Engineers' Beneficial Association.

Kenneth Eikenberry, Attorney General, by Robert M. McIntosh, appeared on behalf of Washington State Ferries.

INTRODUCTION

Responding to Grievant's request for clarification of its Decision No. 18-MEC, the Marine Employees' Commission conducted a special hearing beginning at 11:00 a.m. on January 23, 1987 to enable the parties to present their positions. The hearing was held in the Marine Employees' Commission Conference Room in Olympia. All Commissioners were in attendance and have read Grievant's written request for clarification and the transcript of the hearing.

Inadvertently the Order in Decision No. 18A-MEC omitted two sub-paragraphs from Decision No. 18-MEC which were not changed by the Commission, necessitating this new decision.

POSITIONS OF THE PARTIES

## GRIEVANT'S POSITION

MEBA requests clarification of Decision No. 18-MEC with regarding to Finding of Fact No. 6:

“The assigned watch hours and terminals permitted Licensed Engineers to be measured and/or to pick up their uniforms during a simple extension of time before starting or after completing a watch.”

The MEBA contends that this Finding of Fact directly relates to Order No. 1(a) and 1(b) as follows:

- “(a) Engineer Officers who terminate their watches or reside in or near Seattle and/or Anacortes for the purpose of uniform measurement shall be compensated at the rate of two times one hour added on to the wage for a regular watch; and
- (b) Engineer Officers who terminate their watches or reside in or near Seattle and who reported to Seattle Outfitting for uniform pick-up and signature shall be compensated on the same basis as in (a) above.”

By letter, counsel for MEBA complained that under Finding of Fact No. 6 and the Order (paragraphs (1)(a) and (b)) of aforesaid Decision No. 18-MEC “WSF proposes to pay such Engineer Officers (i.e. those Engineer Officers who terminated their watches in Anacortes and/or Seattle in response to WSF instructions for uniform measurements and/or pick-ups outside of regular working hours) only one hour overtime for each occasion, whether or not an officer’s shift terminated at a time when the Seattle Pacific Outfitting outlet was open or when fitters were available in Anacortes. ...” MEBA argued that Engineer Officers working certain watches (e.g., 6:00 p.m. to 6:00 a.m.) “would be required to report more than one hour early or wait three hours after the shift until 9:00 a.m. when Pacific Outfitting opens.”

MEBA also contends that MEC should clarify its order to indicate if Engineer Officers, whether terminating watches in Seattle or Anacortes (covered by paragraphs (1)(a) and (b)) or elsewhere (therefore covered by paragraph (1)(c)), should be compensated “for the minimum necessary waiting time before or after their regularly assigned shift, plus the time necessary for uniform measurements or pick-up, in increments of one hour.”

## RESPONDENT'S POSITION

WSF contends that the decision does not require further clarification, representing an apparent compromise to arrive at fair compensation for the inconvenience experienced by Engineers in being measured for and obtaining their uniforms. As such, WSF contends, the one hour specified in Order No. 1(a) and 1(b) represents a reasonable average of those who spent less than that amount of time and those who spent more.

WSF, however, requests clarification of Order No. 1(c):

- “(c) Engineer Officers who do not terminate their watches or reside in or near Seattle or Anacortes and who reported for uniform measurement and/or pick-up and signature shall be compensated at two times the time required for each necessary round trip to Seattle or Anacortes, whichever is nearest, and based upon driving times established in Schedule A of the Agreement, for uniform measurements and to Seattle for uniform pick-up and signature, in increments of one hour, to a maximum of four hours.”

WSF desires clarification with regard to whether or not Engineers should be paid for waiting time if such time could be accommodated by the increment allowed for travel under that Order and, should travel time be less than waiting time, for which amount an Engineer should be compensated. In any event, Engineers should not be compensated twice for the same period of time.

Having read the additional record cited hereinabove, and also having re-read relevant parts of the prior record, and after careful re-examination of Decision No. 18-MEC, the Marine Employees' Commission now enter the following amendments to the Order in Decision No. 18-MEC.

## AMENDED ORDER

1. Effective immediately, Washington State Ferries (WSF) shall compensate those Engineer Officers who reported at Anacortes and/or Seattle in response to WSF instructions for uniform measurements and/or pick-ups outside of regular work hours, for an extension “beyond the regular assigned work day,” in accordance with Section VI (e) of the 1983-1985 WSF/MEBA Agreement; provided that
  - (a) Engineer Officers who terminate their watches or reside in or near Seattle and/or Anacortes for the purpose of uniform measurement shall be compensated at the rate of two times one hour added on to the wage for a regular watch; Provided that those Engineer Officers whose documented watch schedules required more than one hour’s delay before going on watch or after completing his/her watch (whichever required the lesser delay) shall be compensated at the rate of two times two hours; and
  - (b) Engineer Officers who terminate their watches or reside in or near Seattle and who reported to Seattle Outfitting for uniform pick-up and signature shall be compensated on the same basis as in (a) above; and
  - (c) Engineer Officers who do not terminate their watches or reside in or near Seattle or Anacortes and who reported for uniform measurement and/or pick-up and signature shall be compensated at two times thirty minutes plus the time required for each necessary round trip to Seattle or Anacortes, whichever is nearest, and based upon driving times established in Schedule A of the Agreement, for uniform measurements and to Seattle for uniform pick-up and signature, in increments of one hour, to a maximum of four hours under the terms of Section VI(b), (d) and (e) of the WSF/MEBA Agreement; and
  - (d) Because (a) through (c) above include payment for the entire trip to Seattle Outfitting, including measurement, fitting and/or pick-up, no additional payment shall be awarded under Section XII of the Agreement; and
  - (e) Out-of-pocket costs for mileage shall be paid in accordance with Schedule A of the Agreement; and
  - (f) Each Engineer Officer shall be entitled to show extenuating circumstances which caused extraordinary extension of time required over and above the standards established by (a) through (c) above, and may file his/her protest with MEBA within ten (10) days from the date he/she

became aware of such determination. MEBA and WSF shall process any such protest in accordance with Section XXIII of the Agreement.

2. No compensation for the foregoing purposes shall be awarded for minimum "call-in", under Section XIII of the Agreement.
3. MEC shall retain jurisdiction in this matter for a period not to exceed sixty (60) days and shall remain available for consultation as needed. Unless extended by further action of MEC, this case shall be closed on the 28<sup>th</sup> day of April, 1987.

DATED at Olympia, Washington, this 27<sup>th</sup> day of February, 1987.

MARINE EMPLOYEES' COMMISSION

/s/ DAVID P. HAWORTH, Chairman

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner