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MARINE ENGINEERS' BENEFICIAL)
ASSOCIATION, AFL-CIO,)
)
Complainant,)
)
vs.)
)
STATE OF ALASKA,)
)
Respondent.)
)

CASE NO. 11-1613-ULP

DECISION AND ORDER NO. 299

The Board heard this unfair labor charge on December 18 and 19, 2012, in Juneau, Alaska. Hearing examiner Mark Torgerson presided. We considered the parties' arguments, including those presented in post-hearing briefs, and supplemental briefs received on January 24, January 29, and April 13, 2013, after the record was reopened to consider the arbitrator's opinion and award. The record for this case closed on July 29, 2013, after the Board panel completed deliberations. This decision is based on the documentary record, evidence admitted, and testimony of the witnesses.

Digest: The unfair labor practice charge by the Marine Engineers' Beneficial Association is denied and dismissed based on the majority Board panel's decision that unaccompanied vehicle travel aboard Alaska Marine Highway System vessels by bargaining unit members represented by the Marine Engineers Beneficial Association is not a mandatory subject of bargaining. Board Panel Member Repasky dissents.

Appearances: Joe Geldhof, Pacific Coast Counsel, for Complainant Marine Engineers' Beneficial Association, AFL-CIO; Benthe Mertle-Posthumus, Labor Relations Analyst, for Respondent State of Alaska.

Board Panel: Gary P. Bader, Chair; Will Askren and Daniel Repasky, Board Members.

DECISION

Statement of the Case

On October 20, 2011, the Marine Engineers' Beneficial Association, AFL-CIO (MEBA) filed an unfair labor practice complaint against the State of Alaska (State) alleging the State violated AS 23.40.110(a)(1), (2), and (3). MEBA subsequently amended its complaint on July 13, 2012, alleging the State violated AS 23.40.110(a)(5). The alleged violations of AS 23.40.110 pertain to the State's refusal to bargain its new policy concerning transporting unaccompanied vehicles on the Alaska Marine Highway System (AMHS). MEBA contends that because the policy directives were unilateral changes to the express and implied terms of the parties' collective bargaining agreement, made without negotiation, the State's actions constitute an unfair labor practice. The State responded timely, on July 30, 2012, that the new policy was not a change, but rather a clarification of an existing provision, and, thus, the State did not commit an unfair labor practice under AS 23.40.110.

Jean Ward, the agency's hearing officer, conducted an investigation and found probable cause that the State committed a violation under AS 23.40.110(a)(5), and (a)(1), by refusing to bargain the "policy" implementation. (August 29, 2012, Notice of Preliminary Finding of Probable Cause and Partial Dismissal). Ward recommended dismissing the alleged violation of AS 23.40.110(a)(2) because the facts did not support MEBA's allegation that the State dominated or interfered with the formation, administration, or existence of MEBA. Additionally, Ward recommended dismissing the alleged violation of AS 23.40.110(a)(3) because the facts did not show that the State discriminated regarding hire or tenure of employment, or a term or condition of employment, to encourage or discourage membership in MEBA. During November 23-29, 2012, the Alaska Labor Relations Agency (Agency) entertained the State's Motion to Dismiss and both parties' cross motions. On November 29, 2012, the Agency denied the State's Motion to Dismiss.¹

Issues

1. Is the ability of employees to transport unaccompanied vehicles "on pass" ("for free") a mandatory subject of bargaining? If so, did the State unilaterally change a mandatory subject of bargaining when it implemented the new policies and, thus, commit an unfair labor practice?
2. Does the State have any waiver defenses?

¹ MEBA also filed a grievance at the time it filed the original ULP. The grievance advanced to arbitration and Arbitrator Nancy Brown issued an Opinion and Award prior to the Board deliberating the ULP (March 18, 2013). The State requested the Agency supplement the record with that Opinion and Award and the Board agreed to review the Arbitrator's award. However, the arbitrator ruled on a procedural issue, finding that MEBA had failed to submit the grievance timely but did not address the issue of past practice or whether transporting unaccompanied vehicles was a mandatory subject of bargaining. For those reasons, we find the Arbitrator's award is not dispositive of the charges alleged in this matter.

Findings of Fact

1. The Marine Engineers' Beneficial Association (MEBA) is an affiliate of the American Federation of Labor and the Congress of Industrial Organizations. MEBA is the "exclusive collective bargaining agent for various individuals employed in designated licensed marine engineering positions at the State of Alaska and working for the Alaska Marine Highway System [AMHS]."

2. MEBA and the State of Alaska (State) have a collective bargaining agreement for the period July 1, 2011, to June 30, 2014. (Joint Exh. I). MEBA has represented licensed marine engineers employed at the AMHS for four decades. (Unfair Labor Practice Charge at 1, Oct. 20, 2011).

3. Employees represented by the Inlandboatman's Union of the Pacific, Alaska Region, ILWU, and the International Organization of Masters, Mates, and Pilots, also work on AMHS vehicles.

4. The AMHS operates 11 vessels that provide service from Canada to the Aleutian Chain. The AMHS serves 35 ports and 22 terminals. Some of the terminals are unmanned, and at least two are manned by contract personnel. Tickets are issued by vessel personnel for transportation from unmanned terminals and ports without terminals.

5. The employees operating the vessels and manning the ports are all bargaining unit members of one of the three unions or contract employees. Management does not accompany the ships when underway, or issue tickets at the ports or terminals. (Testimony of Captain Karvalis and Nancy Sutch).

6. Employees are authorized to ship themselves, their dependents and their accompanied personal vehicles for free, on a space available and "zero cost" basis, when using an Annual Pass. (Joint Exh. 1, Testimony of Sutch and Benthe Mertle-Posthumus).²

7. MEBA and the State have negotiated a number of collective bargaining agreements. Their agreement for the period July 1, 2011, to June 30, 2014, as well as the previously negotiated contract, contained the following relevant provisions:

RULE 1: SCOPE

1.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations during its term except those that specifically arise through Rule 35.

² Mertle-Posthumus acted both as the State's representative and a witness in the hearing. MEBA did not object under 8 AAC 97.355(b) to her dual role in this proceeding.

...

1.04 It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer, but when the Employer contemplates a change in policy affecting the welfare of the Engineer Officer, proper and reasonable notice shall be given to the Union. Should a dispute arise, it shall be settled in accordance with Rule 14.01.

RULE 32: PASS PRIVILEGES

32.01 Engineer Officers with two (2) years of company seniority as per Rule 26.01 and MEBA Officials engaged in business, will be issued annual passes upon request for the Engineer Officer and his or her spouse, subject to the following:

(A) The Engineer Officer, Officer's dependents and personally-owned vehicle shall be authorized free transportation on a space-available basis only. . . .

(B) The Engineer Officer's vehicle shall not travel on a pass while the Officer is on duty unless the vehicle is accompanying the Officer's dependent(s).

RULE 32.07: PERSONALLY-OWNED VEHICLE

(B) The System Director, Alaska Marine Highway System, will consider timely written requests for waiver of the provisions of Rule 32 on a case by case basis.

...

(D) A vehicle and trailer may be transported on a trip pass subject to the following restrictions:

1. . . . The trailer must be towed by the vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied.

(Joint Exh. 1).

8. Nancy Sutch is Deputy Director of Personnel within the Department of Administration. She was part of the State's bargaining team in the 2004, 2007, and 2011 collective bargaining agreement negotiations with MEBA. During her testimony, Sutch stated that unions have negotiated for pass use privileges dating back to 1963.

9. The collective bargaining agreement addresses pass use in Rule 32, which neither expressly permits nor prohibits unaccompanied vehicle travel. The State attempted to narrow pass use privileges in each of the past three negotiation cycles, even bargaining to completely eliminate Rule 32. The State's attempts were unsuccessful.

10. The 2011 agreement added a provision to Rule 32 that precluded extending pass use privileges to Engineer Officers terminated from state employment for cause. (Collective Bargaining Agreement Rule 32.08).

11. After the parties executed the 2011 agreement, the State issued policies 7-1 and 7-2, and provided copies to the three unions representing AMHS employees. These policies clarified that the State's position was that unaccompanied vehicle travel was not allowed unless the employee wanting to use the Pass was "scheduled to work on the vessel in CIP, Overhaul, or Layup." (Policy and Procedure 7-1, 7-2).

12. MEBA alleges that before the new policies were issued, employees could ship their vehicles "on pass" ("for free") without actually traveling with the vehicles. Marine Engineer George Poor, Jr. testified regarding the process of obtaining a pass. Employees could apply each year, based on seniority, for an Annual Pass that allowed themselves and their dependents to ship their registered vehicles on the AMHS for free. Additionally, employees could get Trip Passes, which are one-time uses that also allow employees to ship their vehicles on the AMHS for free. Once the State issued policy 7-1, which corresponded with Annual Passes, and policy 7-2, which corresponded with Trip Passes, employees could no longer ship unaccompanied vehicles.

13. Poor, Jr. testified that he had used the pass use privilege multiple times and that the ability to ship unaccompanied vehicles was a benefit of the job, which the State unilaterally took away by implementing the two new policies. Marine Engineer Doug Wickre was the only witness called for rebuttal. Wickre testified on MEBA's behalf that he had shipped unaccompanied vehicles approximately 24 times, saving thousands of dollars, and that it was a routine process before the State issued its new policies. He also testified that he did not believe he was violating policy when he attempted to transport his vehicle unaccompanied, and he believed management was aware of the practice.

14. The State used AS 19.65.050-19.65.100, Legislative Findings, Purpose, and Intent, to justify implementing the policies. The intent of the statutes, in relevant part, is to "encourage prudent administration through cost management... [and] increase revenue from the operation of the system consistent with the public interest[.]" AS 19.65.050(c)(1) and (2).

15. Captain John Falvey, General Manager of the AMHS, testified that the AMHS' desire to eliminate Rule 32 was based on "economic and command/control" principles. Captain Mike Neussl, Deputy Commissioner of the AMHS, testified and provided data indicating that, over the past several years, revenues covered less of the AMHS' expenditures. (Exh. B).

16. The State's representative, Benthe Mertle-Posthumus, testified that the State did not believe it needed to contact MEBA before issuing policies 7-1 and 7-2. MEBA's business agent, Ben Goldrich, testified that he contacted Falvey to ask what had happened after the policies were implemented, and Falvey told Goldrich it was "out of his hands." Goldrich also testified that MEBA never sent a letter demanding to bargain the terms of the new policies after finding out that the State implemented them.

17. MEBA filed a class action grievance about the alleged contractual violations, which the parties submitted to arbitration. The arbitration hearing was held on December 17, 2012.

18. In addition to filing the grievance, MEBA also filed an unfair labor practice charge on October 20, 2011, amended on July 13, 2012, alleging that the State failed to bargain in good faith when it refused to negotiate the changes to pass privileges. The State responded timely on July 30, 2012, that the new policies were not a change, but rather a clarification of an existing provision, and, thus, the State did not commit an unfair labor practice under AS 23.40.110.

ANALYSIS

1. Is the ability of employees to transport unaccompanied vehicles “on pass” (“for free”) a mandatory subject of bargaining? If so, did the State unilaterally change a mandatory subject of bargaining when it implemented the new policies and, thus, commit an unfair labor practice?

We first address the issue of whether transporting unaccompanied vehicles is a mandatory subject of bargaining. The stated purpose of the Public Employment Relations Act (PERA) is to give public employees “the right to share in the decision-making process affecting wages and working conditions.” AS 23.40.070. PERA requires “public employers to negotiate with and enter into written agreements with employee organizations on matters of wages, hours and other terms and conditions of employment.” AS 23.40.070 (2). AS 23.40.250(9) defines “‘terms and conditions of employment’ [as] the hours of employment, the compensation and fringe benefits, and the employer’s personnel policies affecting the working conditions” of employees. However, AS 23.40.250(9) excludes from mandatory subjects of bargaining those “general policies describing the function and purposes of a public employer.”

When a public employer refuses to negotiate a mandatory subject of bargaining, it commits an unfair labor practice; “[a] public employer or an agent of a public employer may not refuse to bargain collectively in good faith with an organization which is the exclusive representative of employees in the appropriate unit....” AS 23.40.110(a)(5). Additionally, “[a] public employer or an agent of a public employer may not interfere with, restrain, or coerce an employee in the exercise of the employee’s rights....” AS 23.40.110(a)(1). “Prior to impasse, and absent necessity, a compelling business justification, or contractual provisions to the contrary, the State violates AS 23.40.110(a)(5) and (a)(1) by implementing a unilateral change to a mandatory subject of bargaining....” *Alaska State Employees Association, AFSCME Local 52 AFL-CIO vs. State of Alaska, Department of Administration, Division of Personnel/EEO*, Decision and Order No. 246 at 1 (Dec. 16, 1999).

The Alaska Supreme Court provided a general balancing test for determining whether an issue of public education was negotiable in collective bargaining between a teacher’s union and the local government under AS 14.20.550 – 6.10 (mediation and negotiation in public education employment). *Kenai Peninsula Borough School District v. Kenai Peninsula Education Association*, 572 P.2d 416 (Alaska 1977), (*Kenai I*). In *Kenai I*, the Supreme Court noted that “a

matter is more susceptible to bargaining the more it deals with the economic interests of employees and the less it concerns professional goals and methods.” (*Id.* at 422).

In a later case, the Supreme Court applied this balancing test to a different issue: a dispute over Classification and Pay plans. *Alaska Public Employees Association v. State*, 831 P.2d 1245 (Alaska 1992). The Court noted, “[w]e now adapt the *Kenai I* balancing test... between mandatory and permissive subjects of bargaining in cases such as this one, where the government employer’s constitutional, statutory, or public policy prerogatives significantly overlap the public employees’ collective bargaining prerogatives.” (*Id.* at 1251). The Court further decided that “a matter is more susceptible to categorization as a mandatory subject of bargaining the more it deals with the economic interests of employees and the less it concerns the employer’s general policies.” (*Id.* at 1251). Finally, the Court concluded that the “contrast between the state’s strong, specific, express mandate to act and the employees’ more diffuse, general, limited entitlement to bargain is important in our balance of the competing interests[.]” (*Id.* at 1252).

Here MEBA alleges that prior to the State issuing policies 7-1 and 7-2, MEBA bargaining unit members received an economic benefit from shipping their vehicles unaccompanied on AMHS vessels free of charge. (Testimony of Poor, Jr. and Wickre). MEBA further contends that, because the policies removed that privilege, MEBA's bargaining unit members no longer enjoy the corresponding economic benefit.

But, as evinced by the Supreme Court, the analysis does not stop there. *Alaska Public Employees Association*, 831 P.2d 1245 (Alaska 1992). Only invoking a balancing test between the employees’ collective bargaining prerogatives and the public employer’s policy prerogatives yields the proper result. (*Id.* at 1251). Falvey testified regarding the command and control issues that arise when an unaccompanied vehicle traveling “on pass” needs to be removed from the vessel for a paying customer. Removing the vehicle requires valuable time, money, and resources, making a policy that helps run the vessel more efficiently well within the purview of the AMHS and the State. The new policies fall within this category. Because the AMHS and the State have a strong interest in developing policies that allow the AMHS to competently and proficiently manage the complex travel system, we find those interests outweigh the economic interests of the employees. Therefore, under *Kenai I*, we conclude that the shipping of unaccompanied vehicles is a permissive, and not a mandatory subject of bargaining.

MEBA contends that the practice of shipping vehicles unaccompanied occurred for decades, and, thus, it is a mandatory subject of bargaining. "The utilization of the employee pass is economically significant for employees at the AMHS. The utilization of the employee pass at the AMHS has become an important part of the working conditions for active and some employees who retire from work at the AMHS. The evidence . . . showed that utilization of the space-available employee pass has taken place for decades." (MEBA Post-Hearing Brief at 4).

We disagree with MEBA's contentions. Contrary to MEBA's assertion that the shipping of vehicles unaccompanied is "embedded" in the parties' collective bargaining agreement, we find that the shipping of vehicles unaccompanied is not addressed in the collective bargaining

agreement.³ Further, the mere history of a practice does not automatically make an item a mandatory subject of bargaining.

Nevertheless, "[a]n employer's practices, even if not required by a collective-bargaining agreement, which are regular and long-standing, rather than random or intermittent, become terms and conditions of unit employee's employment, which cannot be altered without offering their collective-bargaining representative notice and an opportunity to bargain over the proposed change." *Sunoco, Inc.*, 349 NLRB 240, 244 (2007). The past practice "must occur with such regularity and frequency that employees could reasonably expect the "practice" to continue or reoccur on a regular and consistent basis. (Id.). Further, the practice must be "ripened into an established and recognized custom between the parties." *Bonnell/Tredegear Industries, Inc. v. National Labor Relations Board*, 46 F.3d 339, 344 (1995).

First, we have already concluded that the unaccompanied vehicle issue is a permissive subject of bargaining. In order to trigger an unfair labor practice violation based on a unilateral change, the subject of bargaining must be mandatory. A permissive subject of bargaining need not be bargained, even if it was bargained in the past. "A history of bargaining a permissive term does not obligate an employer to future bargaining on the term. A subject is not transformed into a mandatory subject by bargaining." *Alaska State Employees Association/AFSCME Local 52, AFL-CIO vs. State of Alaska*, Decision and Order No. 170, at 7 (Jan. 26, 1994).

Second, we find under the facts of this case that although there was evidence of some history of unaccompanied vehicle travel, there was no "established and recognized custom between the parties." *Bonnell/Tredegear Industries, Inc. v. National Labor Relations Board*, 46 F.3d at 344.

Finally, MEBA's assertion that allowing unaccompanied vehicle travel is "consistent with the CBA" misstates the facts of the case. (MEBA's Reply to State's Post-Hearing Brief at 3, January 29, 2013). Nowhere in the collective bargaining agreement does it allow unaccompanied vehicle travel. Based on the aforementioned reasoning under the specific facts of this case, we conclude that the unaccompanied vehicle issue is not a mandatory subject of bargaining under PERA.

2. Does the State have any waiver defenses?

Because we find the unaccompanied vehicle travel under policies 7-1 and 7-2 is not a mandatory subject of bargaining, there was no requirement to bargain the policy with MEBA, and the unilateral implementation of the unaccompanied vehicle policy did not violate PERA. We need not address any waiver defenses the State may have because we have not found a violation of AS 23.40.110(a)(5) or (1).

CONCLUSIONS OF LAW

³ We also disagree with MEBA's assertion that the "express terms" of the parties' agreement allows the shipping of vehicles unaccompanied. (MEBA January 29, 2013, Reply Brief at 2).

1. The Marine Engineers' Beneficial Association is an organization under AS 23.40.250(5). The State's Alaska Marine Highway System is a public employer under AS 23.40.250(7).

2. This agency has jurisdiction to determine whether a violation was committed under AS 23.40.110.

3. Shipping unaccompanied vehicles is not a mandatory subject of bargaining. Therefore, the State did not violate AS 23.40.110(a)(5) by failing to bargain in good faith before issuing policies 7-1 and 7-2. Additionally, the State did not interfere with, restrain, or coerce employees in the exercise of employees' protected rights in violation of AS 23.40.110(a)(1).

4. As complainant, MEBA has the burden to prove each element of its claim by a preponderance of the evidence. 8 AAC 97.340 and 350(f).

5. MEBA failed to prove each of the elements of its claim by a preponderance of the evidence.

6. Because we have determined that transportation of unaccompanied vehicles in this case is not a mandatory subject of bargaining, the waiver issue is not addressed in this decision and order.

ORDER

1. The unfair labor practice complaint by the Marine Engineers' Beneficial Association, AFL-CIO, is denied and dismissed.

2. The State of Alaska is ordered to post a notice of this decision and order at all work sites where members of the bargaining unit affected by the decision and order are employed, or, alternatively, personally serve each employee affected. 8 AAC 97.460.

ALASKA LABOR RELATIONS AGENCY

Gary P. Bader, Chair

Will Askren, Board Member

Dissent of Board Member Daniel Repasky

I respectfully dissent from the majority's decision. I believe that the unaccompanied vehicle issue is a mandatory subject of bargaining that the State unilaterally changed in violation of AS 23.40.110(a)(5). Therefore, the State also violated AS 23.40.110(a)(1) by interfering with, restraining, or coercing employees in the exercise of the employees' rights guaranteed in AS 23.40.080.⁴ In order to promote harmonious and cooperative relations between government and its employees, the Alaska State Legislature requires that public employers negotiate with and enter into written agreements with employee organizations on "matters of wages, hours, and other terms and conditions of employment." AS 23.40.070(2). While "wages" and "hours" are self-explanatory, the realm of "other terms and conditions of employment" requires greater interpretation. Prior to the State revising policies 7-1 and 7-2,⁵ MEBA-represented employees of the AMHS could ship their vehicles unaccompanied, free of charge, on a space-available basis, meaning employees could ship their vehicles if there was adequate room on the vessel. Without employee status, that privilege did not exist.

Marine Engineer Poor's testimony reflects that the privilege amounted to a substantial economic benefit for those employees who exercised their right to use it. He estimated one of his

⁴ "[C]onduct that violates AS 23.40.110(a)(5) can also interfere with rights protected under AS 23.40.110(a)(1)." *Alaska State Employees Association, AFSCME Local 52 AFL-CIO vs. State of Alaska, Department of Administration, Division of Personnel/EEO*, Decision and Order No. 245, at 10 (Nov. 17, 1999).

⁵ P&P 7-1 and 7-2 were revised effective June 15, 2011 to disallow unaccompanied vehicle transportation, except if the employee is scheduled to work on a vessel in CIP, Overhaul, or Layup.

unaccompanied trips from Bellingham, Washington to Juneau, Alaska, would have cost approximately \$900 had he not been able to ship his vehicle “on pass.” While actual amounts vary depending on the distance an unaccompanied vehicle is shipped, the figures are not insignificant. In that regard, the privilege constitutes a “term” of employment, and even constitutes a form of compensation for the job. Now, without the benefit, employees must pay to ship their vehicles unaccompanied, or in the alternative, make other plans altogether so that traveling is as economical as possible. This change to the “terms and conditions of employment” happened unilaterally, constituting an unfair labor practice.

When a paying customer wants to ship her vehicle unaccompanied, she pays a surcharge of not more than \$50 to do so (in addition to the fare). (State of Alaska’s Response to Unfair Labor Practice Charge, Exh. 2 at 2, July 26, 2012). Importantly, the State never contemplated simply charging employees the same surcharge for shipping their vehicles unaccompanied (Testimony of Nancy Sutch). The State used policies 7-1 and 7-2 to effectuate a large change regarding unaccompanied travel. The surcharge, or some form of it, would have been a perfect item to bargain: something upon which the parties could have reached common ground. But, instead, the State chose to unilaterally eliminate the unaccompanied privilege.

Additionally, Sutch’s testimony indicated that at negotiations of the last three collective bargaining agreements, 2004, 2007, and 2011, respectively, the State attempted to completely remove Rule 32 (which governs pass privileges) from the agreement. Both sides admit that Rule 32 is silent on unaccompanied vehicle travel, except where it prohibits the unaccompanied travel of trailers in Rule 32.07(D)(1).⁶ But having bargained unsuccessfully to remove Rule 32, it is impermissible to allow the State to drastically alter Rule 32 in its favor without bargaining for that change. The fact that the State “clarified” its existing policy by changing it to prohibit unaccompanied vehicle travel indicates the State knew that unaccompanied vehicles were being shipped. Otherwise, there would have been little reason to “clarify” the existing policy.

Under *Kenai I*, the Board must conduct a balancing-of-the-factors test to determine if the employees’ collective bargaining prerogatives outweigh the employer’s policy prerogatives. *Alaska Public Employees Association v. State*, 831 P.2d 1245 (Alaska 1992). In the instant case, the majority mistakenly diminishes the economic benefit enjoyed by the employees regarding the unaccompanied vehicle transportation privilege. Many employees have been using this privilege for a long time, and to unilaterally take it away does not “promote harmonious and cooperative relations between government and its employees” as required by the Alaska State Legislature. Therefore, I believe the economic benefit enjoyed by the employees outweighs the policy prerogatives, and, thus, constitutes a mandatory subject of bargaining that could not be unilaterally changed by the State without bargaining to impasse.

Daniel Repasky, Board Member

⁶ Rule 32.07(D)(1) states, in relevant part, that “[t]he trailer . . . shall not be allowed to be transported unaccompanied.”

APPEAL PROCEDURES

This order is the final decision of this Agency. Judicial review may be obtained by filing an appeal under Appellate Rule 602(a)(2). Any appeal must be taken within 30 days from the date of mailing or distribution of this decision.

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the Decision and Order in the matter of *Marine Engineers' Beneficial Association, AFL-CIO v. State of Alaska*, Case No. 11-1613-ULP, dated and filed in the office of the Alaska Labor Relations Agency in Anchorage, Alaska, this 5th day of August, 2013.

Kathleen Wagar
Office Assistant III

This is to certify that on the 5th day of August, 2013, a true and correct copy of the foregoing was mailed, postage prepaid to:

Joe Geldhof, MEBA

Benthe Mertle-Posthumus, State

Signature