

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION)	MEC Case No. 14-91
OF THE PACIFIC (on behalf of)	
Robert O'Hara),)	
)	DECISION NO. 81-MEC
Complainant,)	
)	
v.)	ORDER OF DISMISSAL
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
)	

Schwerin, Burns, Campbell and French, attorneys, by Cheryl French, appearing for and on behalf of the Inlandboatmen's Union of the Pacific.

Kenneth Eikenberry, Attorney General, by Bryce Brown, Assistant Attorney General, representing Washington State Ferries.

THIS MATTER came before the Marine Employees' Commission for consideration of the Inlandboatmen's Union of the Pacific's Motion to Dismiss MEC Case No. 14-91.

On December 18, 1991, the Inlandboatmen's Union of the Pacific (IBU) filed an unfair labor practice complaint against the Washington State Ferries (WSF) on behalf of Robert O'Hara.

After initial processing of IBU's complaint pursuant to WAC 316-45-110, the Marine Employees' Commission determined that the facts alleged, if found to be true and provable, may constitute an unfair labor practice. Chairman Dan E. Boyd was appointed Hearing Examiner. A prehearing conference was held on February 11, 1992. A hearing was scheduled for March 5, 1992.

On March 5, 1992, prior to opening the hearing, the parties reached a settlement of the matter, the terms of which are incorporated

Herein. As a result of that settlement, by letter dated March 9, 1992, Attorney Cheryl French withdrew the unfair labor practice complaint filed by the IBU against WSF.

Pursuant to the withdrawal of the unfair labor practice complaint by the Inlandboatmen's Union of the Pacific (WAC 316-45-090), it is hereby ordered that MEC Case No. 14-91 is dismissed.

DONE this 9th day of April, 1992.

/s/ DAN E. BOYD, Chairman

/s/ DONALD E. KOKJER, Commissioner

/s/ LOUIS O. STEWART, Commissioner

BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION OF)	
THE PACIFIC,)	
Union,)	MEC No. 14-91
)	SETTLEMENT AGREEMENT
v.)	
)	
WASHINGTON STATE FERRY)	
SYSTEM,)	
)	
Employer.)	
)	

SETTLEMENT AGREEMENT

The Inlandboatmen's Union of the Pacific, the Washington State Ferry System and Robert O'Hara desire to resolve and settle the issues raised in the Marine Employees' Commission Complaint No. 14-91. The terms of this settlement agreement are as follows:

1. The Washington State Ferry System, its agents and representatives, agree that it will not discriminate against O'Hara because of his history of reporting safety violations or utilizing the MEC complaint process, or otherwise treat O'Hara differently than other employees in similar circumstances.

2. The WSF will remove from O'Hara's personnel file the November 14, 1991 letter from Jerry Mecham to O'Hara, as well as any other reference to O'Hara's alleged "no show" on October 11,

1991. WSF will confirm this in a letter to O'Hara, with a copy provided to Captain Dave Algers.

3. Sick leave and vacation time will be accrued by O'Hara on the basis of the proportion of hours he works on an annual basis in relation to full time hours. At the present time he should be receiving seventy percent of such benefits received by a full time employee.

4. O'Hara's claim for payment of wages for the period of December 17, 1990 and January 16, 1991, and for the period of June 17, 1991 and June 22, 1991 shall be compromised, with a payment to O'Hara of \$1,320.

5. The normal practice of WSF when contacted by other prospective employers of its past or current employees is to inform the prospective employers only that the employee was employed by WSF and the dates of that employment. WSF agrees that WSF, its agents and its representatives, will not indicate to any prospective employer that O'Hara's job performance or other conduct prior to the date of this settlement agreement was unsatisfactory in any way.

6. Any dispute regarding pension contributions made by WSF on behalf of O'Hara, or interest owing due to late payment of such contributions, shall be handled through the PERS Administrator and is not resolved in this agreement.

7. All parties acknowledge that this settlement agreement is a compromise of their claims, and no party, by entering into this

Agreement, admits the truth of the allegations against it.

8. Neither the terms nor the content of this Agreement shall be used by WSF or the IBU at any future date as precedent in any subsequent lawsuits or other proceeding.

Dated this 4th day of March, 1992.

/s/ Robert O'Hara

/s/ Dennis Conklin (IBU)

/s/ Richard Jackson (WSF)

Approved as to Form:
Kenneth O. Eikenberry
Attorney General

/s/ Bryce E. Brown, Assistant Attorney General, Attorney for WSF

/s/ Cheryl A. French, Attorney for IBU