

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

DISTRICT NO. 1, MARINE ENGINEERS'
BENEFICIAL ASSOCIATION on behalf
of JOE WILLIAMSON

Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC CASE NO. 27-05

DECISION NO. 445 - MEC

ORDER CLOSING
SETTLED GRIEVANCE

Reid, Pedersen, McCarthy and Ballew, by *Michael McCarthy*, Attorney, appearing for District No. 1, Marine Engineers' Beneficial Association and Joe Williamson.

Rob McKenna, Attorney General, by *David Slown*, Assistant Attorney General, appearing for the Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission on December 9, 2004, when District No. 1, Marine Engineers Beneficial Association (MEBA) filed a request for grievance arbitration on behalf of Joe Williamson, which was docketed as MEC Case 27-05.

MEBA's request for grievance arbitration alleged that WSF violated the contract and a previous settlement agreement regarding seniority and return to work following an absence when it would not allow Joe Williamson to return to his position on the MV QUINAULT.

A settlement conference was scheduled for February 16, 2005 with Commissioner Elizabeth Ford assigned to serve as Mediator. Chairman John Swanson was designated as Arbitrator.

During the February 16 settlement conference MEBA and WSF reached an agreement resolving the matter. A final written agreement was to be generated from the outline created at the conclusion of the conference.

On April 5, 2005, WSF provided the MEC with a copy of the parties' signed settlement agreement. That agreement is appended to and becomes a part of this Order by reference. By letter on May 11, 2005, MEBA withdrew the grievance.

ORDER

It is hereby ordered that District No. 1 MEBA's request for grievance arbitration, Case 27-05, is closed in acknowledgment of the parties' agreement.

DATED this 24th day of June 2005.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN SWANSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ ELIZABETH FORD, Commissioner

**SETTLEMENT AGREEMENT
AMONG
WASHINGTON STATE FERRY SYSTEM
AND
MARINE ENGINEERS' BENEFICIAL ASSOCIATION
AND
JOE WILLIAMSON**

The Washington State Ferry System ("WSF"), the Marine Engineers' Beneficial Association ("MEBA"), and Joe Williamson ("Williamson") wish to settle MEBA's grievance filed on Williamson's behalf (MEC Case No. 27-05), and therefore agree as follows:

1. Williamson hereby retires from employment, effective immediately;
2. WSF will pay to Williamson Thirty-Two Thousand Dollars (\$32,000.00) to be used to pay for health insurance;
3. In addition, WSF will buy out Williamson's accrued leave banks as of October 21, 2004 as follows:
 - 67 hours vacation
 - 868 hours comp time
 - 60 hours holiday comp time
 - 25% of 75.4 hours sick time

In order to cash out these leave banks, WSF will administratively re-credit leaves charged since October 21, 2004 with paid administrative leave in amounts necessary to arrive at the leave amounts set forth above.

4. MEBA will withdraw its grievance, with prejudice, immediately upon the passage of the revocation period set forth below.
5. WSF and MEBA have both encouraged Williamson to consult with a personal attorney regarding the advisability of this Settlement Agreement. If he chooses to consult with personal counsel, Williamson will do so sufficiently in advance of the

expiration of the 21-day revocation period set forth below that he may exercise his revocation right in timely fashion. Williamson acknowledges that he cannot revoke his retirement or any other term of this Settlement Agreement after the passage of the 21-day revocation period, regardless of a personal attorney's advice.

6. Williamson agrees that all claims, demands, rights, causes of action and administrative remedies that he has or may have against WSF, its successor and assigns, and each and everyone of its past or present employees, students, agents, attorneys, representatives, and/or indemnitees, in their individual or official capacities are satisfied, discharged and settled. This includes any action under the Age Discrimination in Employment Act and/or the Americans with Disability Act. By signing this Agreement Williamson is confirming that he has not filed any complaint, appeal or other claims which is waived in this paragraph with any agency or court. Williamson further agrees he will never do so. Williamson acknowledges that he has been given at least twenty-one (21) calendar days to consider entering into this Agreement. Both parties acknowledge and agree that employee has twenty-one (21) days following the date of this Agreement to revoke it. Any revocation of this agreement will also operate to revoke Williamson's retirement from employment with WSF. Williamson agrees that this Agreement constitutes written notice that he should seek the advice of an attorney of his choice before signing this Agreement and that he has had an opportunity to do so. Williamson agrees that if he decides to revoke this Agreement he will send via certified mail a signed written revocation of the Agreement to David J. Slown, Assistant Attorney General, 905 Plum Street SE, Building 3, P.O. Box 40145, Olympia, Washington 98504-0145. Williamson

understands that the revocation must be postmarked no later than twenty-one (21) days following the date the employee signs this Agreement.

7. Disagreements regarding the interpretation and/or application of this Settlement Agreement will be resolved pursuant to the grievance and arbitration provisions of the unlicensed collective bargaining agreement.

/s/ Michael McCarthy MEBA	3/23/05
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/s/ Michael Manning WSF	4/4/05
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/s/ Joe Williamson Joe Williamson	3/17/05
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