

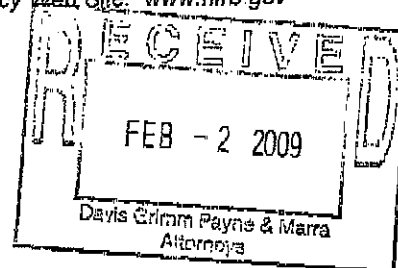


United States Government
NATIONAL LABOR RELATIONS BOARD
 Region 19
 2948 Jackson Federal Building
 915 Second Avenue
 Seattle, Washington 98174-1078

Telephone: (206) 220-6300
 Toll Free: 1-866-687-6572
 Facsimile: (206) 220-6305
 Agency Web Site: www.nlr.gov

January 30, 2009

Lisa Pau, Staff Attorney
 Teamsters Local 174
 14675 Interurban Ave S, Suite 303
 Tukwila, WA 98168-4614



Re: Oak Harbor Freight Lines, Inc.
 Cases 19-CA-31526, 31536, 31538

Dear Ms. Pau:

The Region has carefully investigated and considered your charges against Oak Harbor Freight Lines, Inc. alleging violations under Section 8 of the National Labor Relations Act.

As result of the investigation, and in view of the undertaking contained in the attached settlement agreement, it does not appear that it would effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to issue a Complaint in this matter.

Your Right to Appeal: The National Labor Relations Board Rules and Regulations permit you to obtain a review of this action by filing an appeal with the GENERAL COUNSEL of the National Labor Relations Board. Use of the Appeal Form (Form NLRB-4767) will satisfy this requirement. However, you are encouraged to submit a complete statement setting forth the facts and reasons why you believe that the decision to dismiss your charge was incorrect.

The appeal may be filed by regular mail addressed to the General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1099 14th St, NW, Washington D.C. 20570-0001. A copy of the appeal should also be mailed to the Regional Director.

An appeal may also be filed electronically by using the E-filing system on the Agency's Website. In order to file an appeal electronically, please go to the Agency's Web site at www.nlr.gov and select the **E-Gov** tab and click on **E-Filing**. Scroll to the *General Counsel's Office of Appeals*. Select the type of document you wish to file electronically and you will navigate to detailed instructions on how to file an appeal electronically.

The appeal MAY NOT be filed by facsimile transmission.

Appeal Due Date: The appeal must be received by the General Counsel in Washington D.C. by the close of business at 5:00 p.m. (ET) on February 13, 2009. If you mail the appeal, it will be considered timely filed if it is postmarked no later than one day before the due date set forth above. If you file the appeal electronically, it also must be received by the General Counsel by the close of business at 5:00 p.m. (ET) on February 13, 2009. A failure to timely file an appeal electronically will not be excused on the basis of a claim that transmission could not be accomplished because the receiving machine was off-line or unavailable, the sending machine malfunctioned, or for any other electronic-related reason.

Oak Harbor Freight Lines, Inc.
Case 19-CA-31526
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Extension of Time to File Appeal: Upon good cause shown, the General Counsel, may grant you an extension of time to file the appeal. You may file a request for an extension of time to file by mail, facsimile transmission, or through the Internet. The fax number is (202) 273-4283. Special instructions for requesting an extension of time over the Internet are set forth in the attached Access Code Certificate. While an appeal will be accepted as timely filed if it is postmarked no later than one day prior to the appeal due date, this rule does not apply to requests for extension of time. A request for an extension of time to file an appeal **must be received** on or before the original appeal due date. A request that is postmarked prior to the appeal due date but received after the appeal due date will be rejected as untimely. Unless filed through the Internet, a copy of any request for extension of time should be sent to me.

Confidentiality/Privilege: Please be advised that we cannot accept any limitations on the use of any appeal statement or evidence in support thereof provided to the Agency. Thus, any claim of confidentiality or privilege cannot be honored, except as provided by the FOIA, 5 U.S.C. 552, and any appeal statement may be subject to discretionary disclosure to a party upon request during the processing of the appeal. In the event the appeal is sustained, any statement or material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge. Further, we are required by the Federal Records Act to keep copies of documents used in our case handling for some period of years after a case closes. Accordingly, we may be required by the FOIA to disclose such records upon request, absent some applicable exemption such as those that protect confidential source, commercial/financial information or personal privacy interests (e.g., FOIA Exemptions 4, 6, 7(C) and 7(D), 5 U.S.C. § 552(b)(4), (6), (7)(C), and 7(D)). Accordingly, we will not honor any requests to place limitations on our use of appeal statements or supporting evidence beyond those prescribed by the foregoing laws, regulations, and policies.

Notice to Other Parties of Appeal: You should notify the other party(ies) to the case that an appeal has been filed. Therefore, at the time the appeal is mailed to the General Counsel, please complete the enclosed Appeal Form (NLRB-4767) and send one copy of the form to all parties whose names and addresses are set forth in this letter.

Sincerely,



Richard L. Ahearn
Regional Director

Enclosures

cc: Ronald Meisburg, General Counsel, National Labor Relations Board
Attn: Office of Appeals, 1099 14th St NW, Washington, D C. 20570-0001

Edward Vander Pol, CEO, Oak Harbor Freight Lines, Inc., 1339 W Valley N,
Auburn, WA 98071

John M. Payne, Attorney, Davis Grimm Payne & Marra, 701 5th Ave,
Suite 4040, Seattle, WA 98104

James A. McCall, Special Counsel, Teamsters Locals 81, 174, 231, 252, 324,
483, 589, 690, 760, 763, 839, and 962, 25 Louisiana Ave NW
Washington, DC 20001

JAN-23-2009 15:38

NLRB REGION 19

206 220 6305

FORM NLRB-4774
(Revised 8/18 - 1/07)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF:

Oak Harbor Freight Lines, Inc.

Cases 19-CA-31526, 31536, and 31538

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its Boise, Idaho, and its Auburn, Bremerton, Everett, Moses Lake, Mt. Vernon, Olympia Pasco, Spokane, Wenatchee, and Yakima, Washington, and its Medford, Portland, and Salem Oregon, plants/offices, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. Upon approval of this Agreement, the Charged Party will also duplicate and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since September 22, 2008. Such Notices will be signed by a responsible official of the Charged Party, and the date of actual mailing shall be shown thereon. The Charged Party will furnish to the Regional Director written confirmation as to the date of mailing together with a list of names and addresses to whom Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

STRIKE STATUS — The Parties acknowledge that Region 19's position is that the strike at all the Charged Party's terminals by the bargaining unit employees which commenced on September 22, 2008, and continues to date, has been at material times an unfair labor practice strike and that the Charged Party would therefore be obligated, prior to full compliance of these cases to reinstate qualified strikers, following their unconditional offer to return to work. The Charged Party, however, disagrees with the Region's position that the strike is an unfair labor practice strike. Furthermore, the Charged Party contends that if this was an unfair labor practice strike at the outset, it was converted to an economic strike immediately following the Charged Party's October 9, 2008 repudiation letters. Accordingly, in the event that the status of the strike arises as an issue during the period prior to full compliance of the cases, this settlement agreement shall not be a bar to an allegation that the Charged Party unlawfully refused reinstatement of striking employees nor to the issuance of a complaint on such charges. In such circumstances, either party may use any evidence obtained at any stage in the above-captioned cases for any relevant purpose in the litigation of any charges concerning reinstatement of strikers. This includes seeking any appropriate remedy in connection with the charges. Further, any judge, the Board and the courts shall not be precluded from making any findings of fact and/or conclusions of law related to the underlying charges, the alleged cause of the strike, the alleged repudiations and alleged conversion of the strike and any issue concerning reinstatement of the strikers during the period prior to full compliance of the cases as required by the terms of this settlement agreement.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By entering into this Settlement Agreement the Charged Party does not admit that it has violated the National Labor Relations Act.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

Initial: JP Date: 1/28/09

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party Oak Harbor Freight Lines, Inc.		Charging Party Teamsters Local Union No. 174, affiliated with International Brotherhood of Teamsters	
By: Name and Title <i>Ch. M. Payne, attorney</i>	Date <i>1/28/09</i>	By: Name and Title	Date
Recommended By: <i>Don Ambrose/Headq</i>	Date <i>1/30/09</i>	Approved By: <i>Richard L. Adams</i>	Date <i>1/30/09</i>
Board Agent		Regional Director	