

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

INLANDBOATMEN'S UNION
OF THE PACIFIC on behalf of
JOHN SHEFFIELD,

Grievant,

v.

WASHINGTON STATE FERRIES,

Respondent.

MEC Case No. 25-02

DECISION NO. 365-MEC

ORDER DISMISSING
ADJUSTED GRIEVANCE

Schwerin, Campbell and Barnard, by *Robert Lavitt*, Attorney, appearing for the Inlandboatmen's Union of the Pacific.

Campiche, Hepburn, McCarty and Bianco, by *Carol Hepburn*, Attorney, appearing for grievant, John Sheffield.

Christine Gregoire, Attorney General, by *David Slown*, Assistant Attorney General, appearing for Washington State Ferries.

THIS MATTER came on regularly before the Marine Employees' Commission (MEC) on January 22, 2002, when the Inlandboatmen's Union of the Pacific (IBU) filed a request for grievance arbitration on behalf of John Sheffield. IBU grieved John Sheffield's discharge from WSF employment.

IBU certified that the grievance procedures in the pertinent IBU/WSF Collective Bargaining Agreement had been utilized and exhausted. In addition, the union certified that the arbitrator's decision shall not change or amend the terms, conditions or application of said collective bargaining agreement and that the arbitrator's award shall be final and binding.

The request for grievance arbitration was docketed as MEC Case No. 25-02.

Commissioner John Byrne was assigned to act as Mediator at a settlement conference scheduled

for February 25, 2002. Chairman John Nelson was initially designated to act as Arbitrator at the hearing scheduled for March 28, 2002. Commissioner John Sullivan was later substituted as Arbitrator.

The parties were unable to resolve the dispute at the February 25 settlement conference. At the parties' request, an additional hearing date was scheduled—March 27, 2002. Arbitrator Sullivan conducted two days of hearing on March 27 and 28. Three additional dates were scheduled to continue the hearing—April 30, May 1 and 2. Those dates were later cancelled when IBU requested an indefinite continuance of the hearing. Prior to reconvening the hearing, Mr. Sheffield took his own life.

When the case had not been withdrawn by late July, the MEC rescheduled a hearing date of December 3, 2002. At the Commission's suggestion, the parties agreed to participate in another settlement conference (on December 17, 2002), resulting in cancellation of the December 3 hearing date. When the parties were again unsuccessful at reaching agreement, the MEC scheduled four more days in which to complete the hearing—February 10 through 13, 2003.

On February 4, 2003, IBU counsel, Robert Lavitt, requested the hearing be continued, based on the following: he was recently substituted in as counsel; the parties were working diligently toward settlement; and his court schedule conflicted with the date set to reconvene the Sheffield matter. MEC rescheduled dates of April 28 through May 1, 2003 to continue the hearing, if the matter remained unresolved.

On March 27, 2003, WSF counsel, AAG Slown, provided the MEC with a copy of the settlement reached by the parties. The fully executed copy of the agreement constitutes IBU's withdrawal of the Sheffield grievance. That agreement is appended to and becomes a part of this Order by reference.

ORDER

It is hereby ordered that the request for grievance arbitration, filed by the Inlandboatmen's Union of the Pacific on behalf of John Sheffield and docketed as MEC Case No. 25-02, be dismissed.

DATED this 25th day of April 2003.

MARINE EMPLOYEES' COMMISSION

/s/ JOHN NELSON, Chairman

/s/ JOHN SULLIVAN, Commissioner

/s/ JOHN BYRNE, Commissioner

**SETTLEMENT AGREEMENT BETWEEN
THE WASHINGTON STATE FERRIES
AND
THE INLANDBOATMEN'S UNION OF THE PACIFIC
Re: MEC Case No. 25-02 (John Sheffield)**

IN FULL AND COMPLETE SETTLEMENT OF MEC Case No. 25-02, the parties, the Inlandboatmen's Union of the Pacific (IBU), on behalf of grievant John Sheffield, and the Washington State Ferries (WSF) hereby agree as follows:

RECITALS

1. The parties acknowledge the unusual nature of this case, and agree that the following is an accurate summary of the relevant events:

John Sheffield was discharged from employment with WSF on November 15, 2001. The disciplinary action was properly grieved by the IBU, and went to hearing before Arbitrator John Sullivan of the MEC. Two days of hearing were held on March 27 and 28, 2002 at which point the hearing was continued pursuant to IBU's request. Three additional hearing days were scheduled, April 30, May 1 and May 2, 2002. Prior to reconvening the hearing, Mr. Sheffield took his own life. He is survived by two minor dependent children.

2. The parties mutually agree that the case involves contested issues of law and fact, and that further litigation would entail risk and uncertainty as well as substantial costs to both parties. Each side acknowledges that this settlement is in each party's best interests.
3. The IBU specifically acknowledges that compassion for Mr. Sheffield's children is one of the reasons that the WSF has agreed to the settlement terms described herein. The IBU does not assert that the discharge of Mr. Sheffield was the result of any unlawful motivation on the part of any WSF manager or agent. Nor does the IBU assert that the investigation of Mr. Sheffield's alleged misconduct, or the decision to terminate Mr. Sheffield's employment, were in any way affected by unlawful bias on the part of any WSF manager or agent.

AGREEMENTS

NOW, THEREFORE, in consideration of the terms, conditions and promises set forth herein, it is agreed as follows:

4. The WSF agrees to amend the first paragraph of the letter of discipline dated November 21, 2001 to read as follows:

This letter is to confirm your termination of employment from Washington State Ferries (WSF) effective the close of business April 15, 2002 for serious violations of the WSF Code of Conduct. The following information pertains.

The effect of this amendment shall be that WSF will pay to the estate of John Sheffield, an amount equal to the pay and benefits he would have earned for a period of five (5) months. This amount shall be based upon his normal shift in effect prior to discharge, exclusive of overtime, but including all vacation accrual and holiday pay. Said payment shall be subject to the normal employee payroll withholdings.

5. WSF agrees to take no action against John Sheffield's estate.
6. **MEC Case No. 25-02:** The IBU agrees to withdraw MEC Case No. 25-02. A fully executed copy of this Agreement shall constitute a request for withdrawal, and may be presented to the MEC by **either party**.
7. MEC Case No. 31-03: In addition, the IBU expressly agrees that this agreement shall be regarded as settling all matters arising as a result of the discharge of John Sheffield, as between the IBU and the WSF, including MEC Case No. 31-03, which was recently dismissed by the MEC. The IBU agrees to take no further action to overturn this dismissal, nor shall the IBU or any of its officers, representatives, employees, or agents take action or participate in any other legal forum to challenge the dismissal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Washington State Ferries
By /s/ Michael Manning
Its Labor Relations Manager
Date: 3/15/03

Inlandboatmen's Union of the Pacific
By /s/ Dennis Conklin
Its Business Agent
Date: 3/04/03