

STATE OF WASHINGTON
BEFORE THE MARINE EMPLOYEES' COMMISSION

SHIPWRIGHTS LOCAL 1184,)	MEC Case No. 21-95
on behalf of BENNY GREATOREX,)	
))	
Grievants,)	Decision No. 145 - MEC
)	
v.)	ORDER OF DISMISSAL
)	
WASHINGTON STATE FERRIES,)	
)	
Respondent.)	
)	

THIS MATTER came before the Marine Employees' Commission (MEC) on November 6, 1995 when the United Brotherhood of Carpenters and Joiners, Shipwrights Local 1184 (Shipwrights) filed a request for grievance arbitration.

In its grievance arbitration request, Shipwrights alleged that Washington State Ferries (WSF) terminated Benny Greatorex without just cause and in violation of the terms of the Puget Sound Metal Trades/WSF Collective Bargaining Agreement, as well as WSF's announced policies. Shipwrights further asserted that WSF's discipline of Mr. Greatorex was based upon an illegally implemented "Drug and Alcohol Policy" which was contrary to relevant past practice.

Chairman Henry L. Chiles was assigned to act as arbitrator.

On November 30, 1995, Shipwrights' Business Representative Robert Scott advised the Marine Employees' Commission that the parties had reached a settlement of this dispute. He requested withdrawal of the grievance. A copy of the parties' agreement is attached hereto.

ORDER

The request for grievance arbitration filed by Shipwrights Local 1184 and docketed as MEC Case No. 21-95 is hereby dismissed.

DATED this 7th day of December 1995.

MARINE EMPLOYEES' COMMISSION

/s/ HENRY L. CHILES, JR., Chairman

/s/ JOHN P. SULLIVAN, Commissioner

/s/ DAVID E. WILLIAMS, Commissioner

STATE OF WASHINGTON
MARINE EMPLOYEES COMMISSION

Benny Greatorex)	
)	
and)	
)	MEC Case No. 21-95
United Brotherhood of Carpenters & Joiners)	
)	
v.)	SETTLEMENT AGREEMENT
)	
Washington State Ferries)	

The above parties hereby agreed to settle this case on the following terms:

(1). Mr. Greatorex shall be returned to work at WSF as a journeyman Shipwright on Monday, November 13, 1995, provided he complies with the requirements of the Settlement Agreement.

(2). If and when foremen or leadmen position(s) open up, Mr. Greatorex shall be considered for such position(s) in accordance with the terms of the collective bargaining agreement.

(3). The period of Mr. Greatorex's absence from WSF shall be treated as follows: one (1) month's suspension without pay, followed by leave without pay for the remainder of the period of absence. No back pay shall be paid. The WSF will reimburse Mr. Greatoerx for the cost of any asbestos certifications he paid for during the period of absence, upon receipt of proof of such payments by Mr. Greatorex.

(4). Before returning to work Mr. Greatorex shall sign the return to work agreement attached hereto.

(5). Mr. Greatorex and the Union shall dismiss this case and shall not pursue any claims arising out of or related to Mr. Greatorex's termination in any other forum or format.

(5). This Agreement shall not establish a precedent or practice, and shall not be admissible in any proceeding to establish such precedent or practice.

Dated this 9th day of November, 1995

/s/ Benny Greatorex

United Brotherhood of Carpenters
& Joiners

Washington State Ferries

/s/ [illegible]

/s/ Jim Yearby

MEC Case No. 21-95
Agreement