

AGREEMENT

between

PORT OF SEATTLE

and

**INTERNATIONAL LONGSHORE & WAREHOUSE UNION,
LOCAL 9**

Covering

TOUR GROUP COORDINATORS

MARCH 1, 2016- FEBRUARY 28, 2019

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ARTICLE 1: PURPOSE OF AGREEMENT

This Mutual Agreement has been entered into by the International Longshore and Warehouse Union, Local No. 9 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port). The purpose of this agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2: UNION RECOGNITION

The Port recognizes the Union as the sole and exclusive bargaining agent for all employees in the job classification of "Tour Group Coordinator" working at the Airport, excluding confidential employees, supervisors and all other employees of the employer.

The Port agrees that it will not contract out any of the work presently being performed by the employees covered by this contract. Such work shall be done under the terms and conditions of this contract.

ARTICLE 3: LIMITED DURATION EMPLOYMENT

The Parties recognize that the Tour Group Coordinator positions are the result of a service the Airport provides in connection with the cruise industry. As such, the need for staffing may fluctuate depending on the level of cruise ship activity.

The Tour Group Coordinators shall be employed during cruise season, which typically lasts from the end of April until the middle of October.

ARTICLE 4: UNION SECURITY

Section 1. All employees who are not members of the Union shall become members of the Union within thirty (30) days after the signing of this contract and shall remain members during the life of this agreement as a condition of their continued employment. All employees hired hereafter shall become members of the Union within thirty (30) days following the beginning of their employment and shall remain members during the life of this Agreement as a condition of their continued employment. No employee will be terminated under this Article if the Port has reasonable grounds for believing:

- (a) That membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) That membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. The Port shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of written request to the Port's Director of Labor Relations from the Union. Prior to sending a written request for termination to the Port, the Union shall notify the affected employee of its intention to request termination. Such termination of employment shall be within five (5) working days of receipt of written request by the Port's Director of Labor Relations.

ARTICLE 5: PAYROLL DEDUCTION

The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the initiation fee and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

ARTICLE 6: BUSINESS REPRESENTATIVE ACCESS

The Port agrees to allow reasonable access to Port facilities for business representatives who have been properly authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the department or the Port. This Article shall apply within the constraints of federal or state regulations and statutes and the Airport Security Plan.

ARTICLE 7: BULLETIN BOARD

Bulletin boards found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. These bulletin boards shall be used, maintained and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Port operations.

ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY

It is mutually agreed between the Port and the Union that there shall be no discrimination against any employee or applicant for employment or against any Union member or applicant for membership because of race, color, creed, national origin, sex, age, sexual orientation, Vietnam-era veteran or Americans with Disabilities status.

ARTICLE 9: MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The Port reserves all rights of Management except as specifically limited in this Agreement. Among such rights are the determination of the methods, processes,

and means of providing service, including the increase, or diminution, or change of operations, in whole or in part, including:

- a. the introduction of any and all new, improved, automated methods or equipment
- b. the determination of job content and/or job duties;
- c. the combination or consolidation of jobs;
- d. With regard to a, b and c above, at the Union's request the Port shall conduct a job evaluation to determine if the combination or consolidation of jobs warrants an increase in wages, with the result of the evaluation being subject to the grievance procedure;

provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

Section 2. Subject to the provisions of this Agreement, the Port has the right to schedule work as required in a manner most advantageous to the department, including creating 'floating' assignments to cover rest and lunch breaks, etc.

Section 3. Subject to the provisions of this Agreement, the Port reserves the right:

- (a) To suspend, discharge, or take other disciplinary action against employees as long as such disciplinary is for just cause.
- (b) To determine methods, means, work locations and personnel necessary for departmental operations;
- (c) To control the departmental budget, and if deemed appropriate by the Port, to implement reduction(s) in force;
- (d) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department;
- (e) To determine the need for additional educational courses, training programs, on-the-job-training, and cross training, and to assign employees to such duties for periods to be determined by the Employer; and
- (f) To manage and operate its departments except as may be limited by provisions of this Agreement.

Section 4. The Union has all rights which are specified in the Articles of this Agreement and retains all rights granted by law except as such rights may be limited by provisions of this Agreement.

ARTICLE 10: GRIEVANCE PROCEDURE

The parties acknowledge that every effort should be made by the employee(s) and the appropriate supervisor to resolve issues prior to initiating grievance procedures.

A grievance shall be defined as an alleged violation of the terms of this Agreement. If a grievance is initiated by the Port or the Union regarding the application or interpretation of the terms of this Agreement, the grievance may be filed at Step 2; otherwise, the grievance must be initiated at Step 1.

A. A four-step grievance procedure is established as follows:

Step One: Informal Resolution.

An employee who believes that a provision of this Agreement has been violated must submit a "Grievance Filing" form (See Appendix B) to the Port and the Union within twenty-one (21) calendar days from the date he/she knew or reasonably should have known of the alleged violation. Within fourteen (14) calendar days of the filing of the completed "Grievance Filing" form, the Port will send a written response to both the employee and to the Union.

Step Two: Labor Relations Committee.

If the written response in Step One has not resolved the grievance satisfactorily, or if the Union initiated the grievance, the Union may, in its sole discretion, elect to advance the grievance to Step 2. If a grievance is brought by the Port against the Union, it may be filed at Step 2.

To advance a grievance to Step 2, either the Union or the Port shall submit a written statement setting forth in detail the facts upon which the grievance is based, the sections of the Agreement alleged to have been violated, and the remedy sought. The Union shall submit such written statement to the Senior Director of Labor Relations, and the Port shall submit such written statement to the Secretary/Treasurer/Business Agent of the Union.

For a grievance to be timely initiated at Step 2, the written statement must be submitted within twenty-one (21) calendar days from the date the grieving party knew or reasonably should have known of the alleged violation. Where a grievance was initiated at Step 1, the Step 2 written statement must be submitted within fourteen (14) calendar days of the receipt of Port's written Step One response.

A Labor Relations Committee (LRC) shall consist of the Union's Business Agent and up to two (2) members of the bargaining unit selected by the Union, and up to three (3) persons selected by the Port. The LRC will meet within fourteen (14) calendar days of the request that it do so to discuss and attempt to resolve the grievance. Any resolution reached by the LRC shall be reduced to writing and signed on behalf of the Port and the Union.

Step Three: Voluntary Mediation

If the grievance is not resolved at Step 2 of the procedure, upon mutual agreement, the Port and the Union may, within seven (7) days of the LRC meeting, agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be

referred to arbitration by the grieving party.

Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step Four: Arbitration.

I. Arbitration Procedures

Within 30 days of the failure to resolve this grievance by the LRC or, if the parties attempt mediation, within 30 days of the failure of the mediation process, either party to this Agreement may, in its sole discretion, apply to the Federal Mediation and Conciliation Service for a list of five (5) persons who are qualified and available to serve as arbitrators for the dispute involved. Within five (5) days of receipt of this list, the Labor Relations Committee will jointly select the arbitrator from the list in the following manner: The representatives of the Union and the Port shall each privately identify (strike) two (2) of the (5) available arbitrators. The person whose name was not struck shall be the arbitrator. If more than one person is not struck by either party, the person not struck whose last name comes first in the alphabet shall be selected. The decision of the arbitrator shall be final and binding to all parties to the dispute.

The Union and Port shall pay any compensation and expenses relating to its own witnesses and/or representatives, except that Port employees whose presence is (1) requested by the Union or the Port and (2) reasonably necessary or related to the proper conduct of the arbitration, and who otherwise would be “on the clock,” will be treated as if they are still working and thus will suffer no loss of pay as a result of their presence at the arbitration. In order to ensure parity for all employees in this regard, an employee who is assigned to swing or graveyard shift and whose presence meets the criteria set forth above shall be released from some or all of either the shift immediately preceding the date of his/her presence at the arbitration, or the shift following such presence, depending on the circumstances, for an amount of time equal to the amount of time such employee is directed to spend at the arbitration.

If either party requests a stenographic record of the hearing, the party requesting the copy will pay the cost of said record. If the other party also requests a copy, the party will pay one-half of the stenographic costs. The fees and expenses of the arbitrator shall be shared equally by the parties. The Union does not hereby waive any rights it may have, subsequent to a successful arbitration; to seek an award of reasonably incurred attorney’s fees pursuant to RCW 49.48.030.

II. Limitation on Power of the Arbitrator

The powers of the arbitrator shall be limited to the application and interpretation of this agreement and its appendices. Decisions shall be based on whether or not a contract violation is deemed to have occurred. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement, but shall not add to, delete, or modify any section of the Agreement. EXCEPTION: Should the Union contend that it is (or could be) entitled to an award of reasonably incurred attorneys fees pursuant to RCW 49.48.030, and should the

Port agree, the Port and the Union may specifically request that the arbitrator retain jurisdiction, subsequent to his/her ruling on the merits of the grievance, to determine all issues related to the amount of such an award and to determine the appropriate amount of such an award. Such an agreement may occur either prior to or subsequent to the arbitrator's decision on the merits.

B. Time Limits/Intent of the Parties

It is the intent of the parties that disputes be resolved in an amicable and orderly fashion based on the merits. In pursuing this end, the parties do not want disputes forced to either the LRC or arbitration that might be resolved at earlier stages.

For this reason, the time limits and all other requirements set forth above may be waived by written agreement or acknowledgement of the primary representatives of the parties, i.e., the Port's Labor Relations Director or his/her delegate, and the Union's Business Representative or his/her delegate.

C. Time Limitation as to Back Pay.

Grievance claims involving retroactive compensation shall be limited to 180 calendar days prior to the written submission of the grievance to the Port and the Union, provided, however, this 180 day limitation may be waived by mutual consent of the parties.

ARTICLE 11: SENIORITY and PREFERENCE IN REHIRE.

Section 1. Seniority Roster. The Port shall maintain one seniority roster for the bargaining unit. Seniority for the purpose of this Article is the employee's date of hire into the bargaining unit. (The parties agree to "grandfather" seniority for employees who have been continuously rehired from year to year, starting with the year 2000). Seniority shall be broken and forfeited by retirement, resignation before the end of cruise season, termination from employment, layoff of thirteen months, or a break in service of more than thirteen months.

Given the seasonal nature of employment, seniority credit for any previous years of employment shall only count toward bargaining unit seniority if employment is continuous from year to year. Example: If an employee successfully completes the 2007 season and is rehired for the 2008 season, their 2007 seniority shall 'credited' in addition to their 2008 seniority. If this same employee successfully completes the 2008 season, but is not rehired again until the 2010 season, their seniority for any previous years of work shall be forfeited. Their seniority shall begin anew with the 2010 season.

Section 2. Completion of a Season. Employees will be deemed to have successfully completed a season if, in management's discretion, their work performance is satisfactory, and they have worked the entire time period that they committed to at the beginning of the season (Approved Leave Without Pay will not count against employees when determining whether or not an employee worked the entire time period to which they committed.)

Section 3. Preference in Rehire. Employees who have successfully completed a season will be given preference in re-hire for the next season. The Port shall issue a letter at the end of a season to those employees who will be given preference for rehire for the following season. Employees

who have not successfully completed a season will also be issued a letter to inform them that they will not be rehired. Employees who are not selected for rehire may request an exit interview from management. (See Appendix for Samples of Letters.)

In the event that multiple employees are given preference for rehire letters, the order of rehire shall be determined by bargaining unit seniority, from most senior to least senior.

Management will not deny an employee preference in rehire for reasons that are arbitrary, capricious or discriminatory.

The Port and the Union agree that receiving a “preference for rehire” letter is not a guarantee of employment for the following season. The rehiring of TGCs is dependent on business and operational need for such positions.

Section 4. Lead Position. The Employer reserves the right to appoint Leads at its sole discretion. TGC assigned Lead duties shall be paid a premium of one dollar (\$1.00) above their current base rate of pay for all hours performing lead work.

ARTICLE 12: JURY DUTY

If an employee is called for and serves on jury duty on a day for which they were scheduled to work, that employee shall receive compensation for the hours they were scheduled to work, less any compensation received from the court for such service.

ARTICLE 13: HOURS OF WORK, OVERTIME and BREAK PERIODS

Section 1. Hours of Work.

a. Part-Time and On-Call: All TGC positions are part-time and on-call requiring the flexibility to work various and irregular hours as well as weekends and holidays. There is no “bid” schedule. There is no minimum number of hours guaranteed per week or per month. It is understood by the Port and the Union that the need for staffing is dependent upon cruise line schedules.

b. Hours and Days of Work: Management will make a monthly schedule with hours and days of work for employees. However, such schedules may change with little advance notice due to unforeseen events such as cruise ship cancellations and delays, or to accommodate employee requests for days off.

Management will consider employee preferences when making the work schedule, but cannot guarantee that every employee request will be granted.

Section 2. Minimum Shift Pay. Employees shall receive a minimum of four (4) hours pay when they are required to come in to work.

Section 3. Break Periods. Employees will be allowed a paid rest period of fifteen (15) minutes for each four hours worked. Such rest period must be taken no later than the end of the third hour of the shift. When more than five (5) hours are worked in a shift, employees will be allowed a thirty (30) minute meal period. These rest and meal periods shall be paid at the employee's regular rate of pay.

Section 4. Overtime. Hours worked in excess of eight hours in a day or 40 hours in a week shall be paid at the overtime rate. There shall be no compounding or "pyramiding" of overtime.

ARTICLE 14: HOLIDAYS

Section I. Employees shall be paid time and a half for the hours actually worked on a Holiday, the dates of which are indicated below:

| | |
|------------------|---------------------------|
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |

ARTICLE 15: LEAVE WITHOUT PAY

Section 1. Management shall consider employees' requests for LWOP. If it is possible in management's discretion to accommodate the employee's request for LWOP by altering the regular schedule (i.e. having other employees cover the open shifts without overtime) the employee's request for LWOP will be granted.

Whenever possible, employees are expected to provide seven (7) calendar days advance notice for their request for LWOP.

Requests for qualified FMLA leave without pay will be granted.

ARTICLE 16: OTHER BENEFITS

A. Beginning January 1, 2018, employees shall be entitled to use and accrue sick leave for authorized purposes based upon the requirements of RCW 49.46.210.

B. Unemployment Compensation Benefits under the Washington State Employment Security Act.

C. Social Security insurance (FICA) as covered by the Federal Insurance Contribution Act.

D. Washington State Workers' Compensation.

E. Employees who successfully complete a season (as defined in Article 11, above) shall be considered “internal” candidates for Port job postings for the twelve months immediately following the successfully completed season. Employees shall be given the same consideration as other “internal” Port job candidates for the twelve month period. The Port’s Human Resources Department determines policies and procedures related to “internal” job postings, and any changes to such policies and procedures shall not be subject to the grievance procedure.

F. Employees shall be eligible for transportation and parking benefits as established by the Port's Transportation and Parking Policy.

G. Employees covered by this agreement shall be entitled to the same parking privileges as other Port employees. Changes to the parking privileges of other Port employees shall automatically apply to employees covered by this agreement.

ARTICLE 17: SAFETY

The Port will take all steps necessary to maintain a safe work place and safe work environment. No employee is expected to risk injury or illness during the course of employment. Employees must take reasonable steps, such as notifying management of any unsafe conditions that occur during the course of their work.

ARTICLE 18: EQUIPMENT

Section 1. The Port shall provide the employees with all uniforms (when required) and equipment that the employee is expected to utilize in the job and in accordance with the requirements as established by the Manager. The Port shall provide appropriate cleaning service for all authorized uniforms.

ARTICLE 19: PROFESSIONALISM AND TRAINING RECORDS

The Port will provide training for all employees as necessary to perform his/her job duties and will maintain a careful record of the training accorded employees. The training opportunities will be made available to all employees without discrimination or distinction. In addition, employees may be involved in all post-incident critiques or hearings relating to or affecting matters within the scope of their responsibilities.

Employees will be reimbursed for any travel or meals incurred as a result of management directed training approved by the Manager or designee under this article and consistent with Port policy.

ARTICLE 20: SHOP STEWARDS

The Port will recognize one shop steward and one alternate shop steward appointed by the Union. The shop stewards shall have the right to engage in necessary contract-related matters including advising employees and assisting those facing discipline without loss of pay

irrespective of when those events occur. Claims of alleged abuse of this right are matters for the grievance and arbitration procedure set forth in this Agreement.

ARTICLE 21: DISCIPLINE

Section 1. The Port shall not discipline or discharge any employee except for just cause. Any warning notice or other documentation or written evaluation regarding the employee shall be given to the employee, and a copy given to the Union. The employee may prepare a rebuttal statement which the employee may request to be added to their personnel file.

Section 2. Personnel Files. Every employee shall have the right to look at their personnel file and copy or have copied at the employee's expense, any material that is in the file. Every employee shall have the right to submit written material for addition to their file and that material shall be kept in the file so long as the material it rebuts is in the file. No personnel file material other than routine payroll information may be used in any grievance proceeding or disciplinary proceeding involving the employee unless that material was shown to the employee and the Union at the time it was created and before it was placed in the file.

ARTICLE 22: GOOD FAITH GUARANTEE

The Port and the Union agree to deal with each other in good faith and observe their commitments without resorting to gimmicks or subterfuge.

ARTICLE 23: PERFORMANCE OF DUTY, STRIKES AND LOCKOUTS

Section 1. Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or crusade any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Port.

Section 2. The Port agrees that there shall be no lockouts.

Section 3. The conditions stated in Sections 1 and 2 of this Article shall remain in effect with or without a signed labor agreement.

ARTICLE 24: EMERGENCY CONDITIONS

Employees may be required to report to work under emergency conditions such as natural emergencies or security emergencies. If required by management to stay overnight or between shifts, the employees will be provided reasonable accommodations and sufficient and reasonable subsistence.

ARTICLE 25: SAVINGS CLAUSE

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 26: ENTIRE AGREEMENT

Section 1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 2. Under the Port's commitment in Article 22 - Good Faith Guarantee, the Port agrees to notify the Union in advance and meet and discuss any major or significant changes in the operation and/or working conditions before those changes become effective unless they are necessitated by any emergency situation. In that event the notification, meeting, and/or discussions will take place as soon as possible thereafter.

ARTICLE 27: LABOR MANAGEMENT COMMITTEE

At the request of either the Port or the Union, the other party agrees to meet on an informal basis outside the grievance procedure to discuss issues of mutual concern including but not limited to: new projects, new equipment, and questions of interpretation and administration of this Agreement. Any understandings or agreements reached as a result of such meetings shall be reduced to writing and signed on behalf of the Port and the Union or such understanding shall be null and void.

ARTICLE 28: TERM OF AGREEMENT

Effective dates of this contract are March 1, 2016 - February 28, 2019.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

By _____ Date: _____
Dave Soike, Interim Executive Director,
Port of Seattle

By _____ Date: _____
Michael Pavelic, Secretary/Treasurer/Business Agent,
International Longshore & Warehouse Union, Local #9

APPENDIX A: PAY RATES

The Hourly Wage Rates for employees for the 2016 through 2019 Season shall be as follows:

| | <u>Current</u> | <u>2016*</u> | <u>2017*</u> | <u>2018</u> |
|------------------------------------|----------------|--------------|--------------|-------------|
| 1 st Season | \$15.11 | \$15.24 | \$15.54 | \$15.54 |
| 2 nd Consecutive Season | \$15.63 | \$15.85 | \$16.17 | \$16.52 |
| 3 rd Consecutive Season | \$16.16 | \$16.48 | \$16.81 | \$17.38 |
| 4 th Consecutive Season | \$16.68 | \$17.14 | \$17.49 | \$18.25 |

The Employer reserves the right to appoint Leads at it's sole discretion. TGC's assigned Lead duties shall be paid a premium of one dollar (\$1.00) above their current base rate of pay for all hours performing lead work.

*Retroactive wage payments shall only be given to those employees still employed within the bargaining unit upon execution of this Agreement.

APPENDIX B



SUBMISSION OF GRIEVANCE

Grieving Party: _____

Supervisor _____

Date of Filing with Port* _____

Port Representative Receiving Filing _____

Date of Filing with Union* _____

Union Representative Receiving Filing _____

****This grievance shall not be considered filed until a copy has been delivered by the grieving party to both the Union and to the Port.***

Date of Occurrence _____

Type of Occurrence _____

Location/ Work Unit _____

Contract Article(s) Affected _____

Remedy Sought _____

Grievance Report: (Attach additional sheet if necessary)

Other Parties cc'd _____

APPENDIX C

End of Season Letters- Sample Language:

Dear Ms. TGC:

Thank you for your hard work this summer. We are pleased to inform you that you have been placed on the “preferred hire” list for the 20__ season, as referenced in Article 11 of the Collective Bargaining Agreement.

Please note that this does not mean you have a guarantee of employment with the Port next summer. All hiring is contingent upon the Port’s operational and business needs.

Thank you again for helping make this summer’s cruise season a success.

Sincerely,

Port of Seattle

Dear Ms. TGC:

Thank you for working with us this summer. Unfortunately, after careful consideration, we must inform you that you will not be placed on “preferred hire” list for the 20__ season, as referenced in Article 11 of the Collective Bargaining Agreement.

If you would like to schedule an Exit Interview with your management team to discuss this decision, please contact me at (PHONE) by (DATE).

We wish you success in your future endeavors.

Sincerely,

Port of Seattle