

To: Gerry Topping
Human Resources Director
Holland America
300 W Elliot
Seattle WA 98119-4199

Date: September 1, 2008

Re: Contract Compliance

Mr. Topping,

In the interest of avoiding conflict, it is important for the CBA to be followed to the letter. Recent lack of attention has created tension and animosity that needn't occur.

University of Washington Charters (Husky Band and Football) and Oakland Athletics Baseball moves were not posted according to Article 9.01 (C) (1). It is possible these moves did not exceed the two (2) night's criteria; however they departed Friday and returned Sunday. Meanwhile, other aspects of Article 9 require posting for other reasons.

Drivers were relieved of Bid runs to perform these charters, which should not be allowed to occur, per Article 9.04. The Company routinely fails to update/post request list per Article 9.01 (C) (5). Posting of this list in a timely manner allows drivers, particularly during the short bid periods, to determine if bidding is in their best interest. When requested drivers are on bids or otherwise unavailable to perform request, this opens the door for new drivers to gain experience, exposure, and opportunity.

When questioned as to why drivers were freed from bids and allowed to perform these charters, the Company invoked Article 9.01(C) (8); however the Company did not follow the rules outlined in said article. This Article requires the Company to post these charters, and at time of posting to include the names of whom they are being assigned. The article requires the Union to be notified within three days of assignment, which would imply the need to post these moves a minimum of three days with proper assignment information contained therein. Failure to follow these rules has created the impression of favoritism and belief that the Company only follows the CBA when it is in their own best interest.

The Collective Bargaining Agreement is but a book of rules by which we all must play. Its language is generally clear and precise, however should there be need to interpret, I'm never opposed to meeting with Jeremy to insure we have a mutual understanding of intent and meaning. If we cannot agree ourselves, I'll convene our negotiators with you and

we'll hammer it out. I would prefer these issues be avoided without costly grievance/arbitration actions or the involvement of the NLRB.

Routinely, we find occasion to wish these rules were different. For this reason, Management and Union confer every three years to negotiate change in these rules; however while a CBA is in force, I cannot allow it to be used as a "guideline" nor can I sit quietly by while it is neglected altogether. I am requesting your assistance in insuring the letter of the agreement is followed implicitly, for good or bad. We'll all relish in the good and sort out the bad at the bargaining table.

Respectfully,

Bob Duggan
General Chairman
UTU Local 161

Cc: Jeremy Butzlaff
General Manager
Gray Line of Seattle

Victor Baffoni
United Transportation Union
International Vice President - Bus

Brian Donald
President and Webmaster