January 4, 2022

Captain Colby Grobschmit

RE: Offer of employment as Port of Grays Harbor Pilot Trainee and after licensure, as a Port of Grays Harbor Pilot

Dear Captain Grobschmit:

On behalf of the Commissioners of the Port of Grays Harbor, the staff, and our community, I would like to extend to you an offer of employment by the Port of Grays Harbor as a Pilot Trainee for the Grays Harbor Pilotage District. The details of the Pilot Trainee offer are set forth below.

After your completion of the Board of Pilotage training and issuance of a pilot's license for the Grays Harbor Pilotage District, the Port will provide you employment as a Grays Harbor Licensed Pilot. The details of the Licensed Pilot offer are set forth below.

Any items or issues not covered by this letter will be settled through further mutual discussion and written agreement.

PILOT TRAINEE:

The terms of the offer of employment as a Pilot Trainee are as follows:

A. Salary:

Your monthly salary as a Pilot Trainee at the Port shall be \$10,500.00 per month commencing April 1, 2022, and each month thereafter. Your salary is the gross amount before deduction of applicable taxes, FICA, Medicare, PERS and other payroll deductions.

B. Benefits as per Port of Grays Harbor Salary and Benefits Resolution.

In addition to the salary to be paid above, the Port shall provide you with the same benefits as are provided to all Port employees, including retirement benefits. As a licensed pilot you will have an opportunity for gain sharing and incremental duty pay. I am providing you with a copy of the resolution adopted in 2021, which reflects the current benefits.

C. Compliance with Pilot Trainee Program:

Throughout your employment as a Pilot Trainee you must be in compliance with (a) the Grays Harbor Pilotage District Training Program Agreement and (b) in strict compliance with any restrictions on your Pilot Trainee's license as established by the Washington State

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Board of Pilotage Commissioners, the applicable state and federal laws, and the provisions of the Washington Administrative Code.

LICENSED PILOT IN GRAYS HARBOR PILOTAGE DISTRICT:

Upon your completion of the training required by the Board of Pilotage Commissioners and upon issuance of the Pilots license for the Grays Harbor Pilotage District you will promoted to a Licensed Pilot on the Grays Harbor Pilotage District with the following terms of employment:

Salary: A.

Your annual salary shall be as detailed upon the following chart:

License Year	1
1	\$350,000
2	3% increase
2	3% increase
<u> </u>	5% increase
5	5% increase
<u> </u>	5% increase
Thereafter	Subject to Merit and Special Adjustment Administration. There will not be a reduction in salary. Pilot agrees to perform at a level comparative to other similarly situated pilots on the Grays Harbor District.

Benefits as per Port of Grays Harbor Salary and Benefits Resolution.

In addition to the salary to be paid above, the Port will provide you with the same benefits in addition to the same benefits as are provided to all Port employees, including Washington State Retirement Benefits.

Housing Allowance:

The Port of Grays Harbor shall provide you with a mutually acceptable housing The Port of Grays Haron shall provide is issued. If Port provided housing is not arrangement at the time your Pilot license is issued. If Port provided housing is not arrangement at the time your rise to reimburse for actual housing expenses. Housing expenses available, the Port agrees to reimburse for actual housing expenses. include rent, lodging, taxes and fees.

GENERAL TERMS AND CONDITIONS APPLYING TO EMPLOYMENT

A. Performance Assessment:

During your first year of employment, the Executive Director or designee may provide

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performance assessments/evaluations, in writing, at the twelve-month employment date and annually thereafter. Performance assessments may also consist of mutual discussions of the evaluations, goals, and objectives and performance indicators/measurements set by the Executive Director or designee.

During your observation, training and evaluation phases, you must complete 70% of the available trips in order to receive the pilot trainee salary. As a trainee, you will have completed the requirement to receive Federal Pilotage within 8 months of your starting date. The Port understands that there may be extenuating circumstances and the Executive Director or designee may excuse a trainee from a trip.

B. <u>Professional Dues and Education:</u>

Attendance at professional seminars, conferences and annual meetings of recognized organizations is encouraged, as is membership in those organizations. The Port may pay the costs for attendance and memberships as part of the normal budgetary process and/or upon your request as an employee. At a minimum, the Port shall pay for all education, training and medical examinations required by the Washington State Board of Pilotage for licensing on the Grays Harbor Pilotage District.

C. Additional Training:

- 1. The Port, in conjunction with the Ship Assist Operators and Pilot Boat Operators, will facilitate providing "pilot man overboard" during a Pilot Trainee's observation phase and provide "pilot man overboard" training at least once per calendar year thereafter.
- 2. The Port agrees to pay for a manned-model ship handling course once every five years.

D. At Will Employment:

As a Pilot Trainee or Licensed Pilot for the Port of Grays Harbor, you serve at the will of the Executive Director.

Your employment shall terminate immediately without action by the Port of Grays Harbor in the event that you shall cease, for any reason whatsoever, to be a licensed pilot in the Grays Harbor Pilotage District under RCW 88.16, et. seq. In your performance of your duties as a Pilot Trainee or Licensed Pilot in the Grays Harbor Pilotage District, the Port shall require strict compliance with any restrictions on your Pilot's license as established by the Pilotage Commission of the State of Washington, the applicable state and federal laws and the provisions of the Washington Administrative Code, including but not limited to WAC 363-116-082.

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Captain Leo, on behalf of the Port Commission and staff, we look forward to having you as a member of our team. We anticipate that with your contribution we will continue building upon the safe and efficient maritime trade here on Grays Harbor.

I request that you review the above letter, sign a copy, and return it to me.

Should you have any questions regarding the terms and conditions of this agreement, please contact me at your earliest convenience.

Sincerely,

PORT OF GRAYS HARBOR

Gary G. Nelson Executive Director



EMPLOYMENT	AGREEMENT ACCEPTANCE
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DATE.
DATE:

Captain Colby Grobschmit