



RESOLUTION NO. U-11360

1 A RESOLUTION relating to employment, authorizing execution of a Collective
2 Bargaining Agreement (“Agreement”), effective January 1, 2022, through
3 December 31, 2026, between the City and the Sheet Metal, Air, Rail and
4 Transportation – Transportation Division, (SMART-TD), Conductors Unit,
5 conditioned upon the union’s subsequent ratification of the Agreement no
6 later than November 22, 2022.

7 WHEREAS the City of Tacoma and the Sheet Metal, Air, Rail and
8 Transportation – Transportation Division, (“SMART-TD”), Conductors Unit have
9 negotiated a proposed Collective Bargaining Agreement, and

10 WHEREAS the proposed Agreement covers 46 full-time positions, and

11 WHEREAS the proposed Agreement includes a general wage increase
12 provided to the journey level Conductor hourly base wage effective upon City
13 Council adoption of 2 percent, and

14 WHEREAS future wage increases will be provided as follows:

- 15 • Effective January 1, 2023, an increase of 4.25 percent;
- 16 • Effective January 1, 2024, an increase of 4.25 percent;
- 17 • Effective January 1, 2025, an increase of 2 percent;
- 18 • Effective January 1, 2026, an increase of 3 percent, will be

19 provided, and

20 WHEREAS in recognition of concessions made during negotiations,
21 each Conductor employed on October 26, 2022, will receive a one-time, lump
22 sum payment of \$5,500, and
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WHEREAS other changes to the Agreement include:

1. Effective the first full month following ratification, the employee medical premium share will mirror that of other City employees;
2. Changes to the annual rules for a cash out of PTO; and language to allow 50 percent of PTO to be contributed to a VEBA account upon an employee's retirement or death;
3. Incorporation of the Juneteenth holiday, observed on June 19th, into the Agreement;
4. Elimination of the historic "Wellness" program which rewarded employees for the non-use of sick leave;
5. Employees hired after the adoption date of this Agreement will not be eligible to participate in the longevity program; and
6. Clarification to various work rules and other edits made related to union dues necessary to comply with the *Janus* court decision, and

WHEREAS it now appears in the best interest of the City that the proposed Agreement negotiated by SMART-TD and the City be approved conditioned upon the union's subsequent ratification of the Agreement no later than November 22, 2022. Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed Collective Bargaining Agreement between the City and the Sheet Metal, Air, Rail and Transportation – Transportation Division, (SMART-TD), Conductors Unit is approved and, if the Agreement is ratified by the union by November 22, 2022, the Council of the City of Tacoma is



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requested to concur in the approval, and pass an implementing pay and compensation ordinance, and authorize the proper officers of the City to execute the said Agreement substantially in the form on file, as approved by the City Attorney, by its terms to remain in full force effective January 1, 2022, through December 31, 2026.

Approved as to form:

	Chair
_____ <i>/s/</i>	_____
Chief Deputy City Attorney	Secretary
_____	Adopted _____
Clerk	



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities

COPY: Charleen Jacobs, Director and Board Offices

FROM: Karen Short, Senior Human Resources Analyst
Shelby Fritz, Human Resources Director
Dylan Carlson, Senior Labor Relations Manager
Bill Fosbre, City Attorney

MEETING DATE: November 16, 2022

DATE: November 4, 2022

SUMMARY:

A resolution recommending adoption of a Collective Bargaining Agreement with the Sheet Metal, Air, Rail and Transportation – Transportation Division, (SMART-TD), Conductors Unit, effective January 1, 2022, through December 31, 2026.

BACKGROUND:

The resolution recommends adoption of a Collective Bargaining Agreement negotiated with the Sheet Metal, Air, Rail and Transportation – Transportation Division, (SMART-TD), Conductors Unit, incumbent upon the union's subsequent ratification of the agreement no later than November 22, 2022. The five-year agreement covers approximately 46 budgeted, full-time positions, and will be scheduled for consideration by the City Council as a resolution on November 29, 2022.

The agreement includes a general wage increase provided to the journey level Conductor hourly base wage effective upon City Council adoption of 2 percent. Future wage increases will be provided as follows: Effective January 1, 2023, an increase of 4.25 percent; effective January 1, 2024, an increase of 4.25 percent; effective January 1, 2025, an increase of 2 percent; and effective January 1, 2026, an increase of 3 percent will be provided. In recognition of concessions made during negotiations, each Conductor employed on October 26, 2022, will receive a one-time, lump sum payment of \$5,500.

Other changes to the agreement include that effective the first full month following ratification, the employee medical premium share will mirror that of other City employees; changes to the annual rules for a cash out of PTO; language to allow 50 percent of PTO to be contributed to a VEBA account upon an employee's retirement or death; and incorporation of the Juneteenth holiday, observed on June 19th into the agreement. In addition, the parties agree to the elimination of the historic "Wellness" program which rewarded employees for the non-use of sick leave; employees hired after adoption date of this agreement will not be eligible to participate in the longevity program, and clarification to various work rules and other edits made related to union dues necessary to comply with the *Janus* court decision.

ATTACHMENTS:

Collective Bargaining Agreement
Fiscal Impact Memorandum

CONTACT:

Karen Short, Senior Human Resources Analyst, (253) 591-5424
Presenter: Dylan Carlson, Senior Labor Relations Manager, (253) 591-5609



TACOMA PUBLIC UTILITIES
 3628 South 35th Street
 Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Officer
 From: Jim Sant, Deputy Director of Administration, Management Services
 Date: November 1, 2022
 Subject: Fiscal Impact of SMART-TD Conductor Unit Wage Increases for 2022-2026

Background:

A tentative agreement between the City of Tacoma and the SMART-TD (Sheet Metal, Air, Rail, and Transportation – Transportation Division) Conductor bargaining unit has been reached for the contract period of January 1, 2022 through December 31, 2026. There are forty-six (46) employees covered by this agreement.

Wage Increases:

Effective December 19, 2022 (or upon Council ratification, whichever is later) wages for the Railway Conductor classification (71060) will be increased as follows

Wage Increases				
2022	2023	2024	2025	2026
2.00%	4.25%	4.25%	2.00%	3.00%

These wage increases are not retroactive.

One-Time Lump Sum Payment:

Effective December 19, 2022, (or upon Council ratification, whichever is later), the City shall discontinue and permanently sunset the historic “Wellness” program which rewarded employees for non-use of sick leave. In consideration of this concession, the City will pay to each Conductor employed on the date of union ratification of this Agreement a one-time lump sum payment equivalent to a basic day’s wages for each Wellness Day earned by that individual employee in the twelve 12 months preceding the date of the union’s ratification of this Agreement.

In exchange for the concessions made during the negotiations of this Agreement, each Conductor will receive a one-time lump sum payment of **\$5,500**.

Medical Premium Cost Share:

Effective the first full month following ratification, employee medical insurance premium cost share shall mirror that of other City employees – currently \$50 per month for individuals and \$100 per month for families.





TACOMA PUBLIC UTILITIES
 3628 South 35th Street
 Tacoma, Washington 98409-3192

PTO Cash Out (Rules Change):

Effective January 1, 2023, annual voluntary PTO cash out rules will change: an employee may, in January of each year, submit a commitment to cash out up to 100 hours of available accrued PTO in February of the following year. PTO will be cashed out at 100% of the hourly rate for the employee’s classification at the time the cash out payment occurs. (Previously, cash outs were only paid at 90%.)

VEBA:

Beginning January 1, 2023, upon separation from the City service due to retirement or death, PTO cash out will be divided 50/50 between taxable wages and tax-free individual Voluntary Employee Benefit Association (“VEBA”) Health Reimbursement Arrangement plan. Employees have individual control of their funds. IRS rules require that these funds are spent on qualified healthcare expenses (e.g. Medicare insurance costs during retirement.) The union may vote to opt in/out of this program no more than once per year.

Longevity Pay (Eligibility Change):

Current conductors will continue to participate in and progress through the longevity pay program (Article 4.5) in accordance with the current percentage factors for continuous years of employment. Employees hired after City Council ratification of this agreement shall not be eligible or participate in the longevity program.

Fiscal Impact:

Incremental Impact of Wage Increases						
Department/Fund	Budgeted FTE	2022	2023	2024	2025	2026
4500 Tacoma Rail	46.00	179,124	254,155	186,928	86,650	137,763

The impact of the 2022 increase exceeds the budgeted amount by \$155k.

Concur:

Jackie Flowers, Director of Utilities, CEO



AGREEMENT

Between

City of Tacoma
The Department of Public Utilities,
Belt Line Railway Division
dba Tacoma Rail

and

The Employees Represented by
the
SMART – TD
(Sheet Metal, Air, Rail and Transportation – Transportation Division)
Conductor

EFFECTIVE JANUARY 1, 2022

Note: Pursuant to Article 8 of this Agreement and the provisions of the Railway Labor Act, as amended, the parties shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until January 1, 2026, to become effective January 1, 2027.

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AGREEMENT
Between
The CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba Tacoma Rail
and the
SMART – TD
(Conductor)

ARTICLE 1 – GENERAL CONDITIONS & TERMS

1.1 – STATEMENT OF PURPOSE

This agreement is between the City of Tacoma, Department of Public Utilities, Belt Line Division, d.b.a. Tacoma Rail, (hereinafter called “Management/Carrier”) and SMART – TD (Conductor) (hereinafter called the “Union”) for the purpose of setting forth the mutual understanding of the parties regarding wages, benefits, hours, dispute resolution, and other conditions of employment of employees represented by the Union. Nothing in this Agreement shall be interpreted to conflict with the laws of the United States of America including the Railway Labor Act, as amended, the laws of the State of Washington, or the ordinances of the City of Tacoma. This Agreement shall be interpreted so as to give effect to the provisions of each. The Carrier’s or Union’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Carrier’s or the Union’s exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the Carrier’s or the Union’s right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, the City Charter and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City Charter or City Ordinances are and shall prevail.

It is understood that the provisions of the Railway Labor Act as amended, govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

1.2 – DEFINITIONS

- A. **Management/Carrier:** City of Tacoma, Department of Utilities, Belt Line Division, dba Tacoma Rail.
- B. **Superintendent:** The Highest Designated Officer at Tacoma Rail or his/her designee.
- C. **Union:** SMART – TD.
- D. **General Chairman:** The person elected by the membership of the Union to represent the interests of the membership and act for them under this agreement.
- E. **Employee:** An employee appointed to the classification of Railway Conductor (CSC 7106).
- F. **RLA:** The Railway Labor Act. Title 45-United States Code, Chapter 8 Sections 151-188, as amended.
- G. **Yard Crew:** Crew used in switching service consisting of a Conductor A and Conductor B. Conductor A will be responsible for the assignment of duties to the other employees working on the yard crew, i.e. Conductor B, Locomotive Engineer, Utility Worker and Student Conductor where applicable.
- H. **Highest Designated Officer:** Superintendent or his/her designee.
- I. **Sexual Harassment:** Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.
- J. **Performing service:** Performing any service in a paid status for Tacoma Rail or the City of Tacoma.
- K. **Crew Consist Agreement:** As defined in Article 6.
- L. **Capital Division:** Subdivision of TMBL dba Tacoma Rail.
- M. **Mountain Division:** TRMW railroad operated by Tacoma Rail for the City of Tacoma.
- N. **General Work Description:** The general work description for each bid assignment shall be defined by the Carrier prior to advertisement, and will include a good faith attempt to describe the nature of the duties and geographical location an assignment will work. The Carrier will make a good faith attempt to assign employees consistent with their bid preference, however employees may be assigned duties and/or geographical location outside of this general work description without penalty. This provision is not subject to the grievance procedures described in Article 5 of this Agreement.
- O. **Rest day(s):** Assigned day(s) for rest that are established by bulletin as outlined in the bid job assignment. Employees are not required to protect the service while on rest day(s).
- P. **Shift:** A single tour of duty for Conductors defined as day, swing, or grave yard.
- Q. **Work Week:** All regular bulletined switch assignments for employees will consist of either five (5) consecutive eight (8) hour days, with two (2) consecutive days off in each seven (7) day period, or three (3) twelve (12) hour days with four (4) consecutive days off in each seven (7) day period. The term "work week" for regularly assigned employees shall mean a week beginning on the first day and ending on the last day on which the regularly assigned employees are bulletined to work. Employees working bid assignments consistent with Article 2.2 – Bulletins & Bids shall have a guaranteed work week.

1.3 – NON-DISCRIMINATION

- A. The Parties agree that there shall be no discrimination in accordance with all applicable state or federal laws.
- B. Whenever the words denoting the masculine gender are used, they are intended to apply equally to all genders, but are solely used for the purpose of grammatical convenience and clarity.

1.4 – MANAGEMENT/LABOR COOPERATION

- A. **Recognition:** Both Union and Management recognize the desirability to work cooperatively to improve safety, customer service and operational efficiency, within the framework of this agreement.
- B. **Specific activities:** Specific activities that support this cooperation are participation in safety committee meetings, visits to customer location to explain operations or listen and record customer concerns, representing Tacoma Rail at local or regional trade, professional or civic meeting, participation in the Total Quality program joint efforts to improve or review customer service or operations, participation in internships at Tacoma Rail, at customer locations, or other agencies of the City. This list is not meant to be all inclusive but to suggest the wide range of activities that may occur.
- C. Employees will be paid at the highest rate in effect for the craft while participating in such activities. Hours worked in such activities, outside of an employee's regular work hours, shall count for overtime. If time spent is in lieu of service performed it shall be considered service performed, and thus also counted for establishing the straight time shifts necessary to achieve overtime.
- D. **Volunteerism:** No employee shall be forced to participate in any of the activities. Participation will be at the option of management based on volunteers.
- E. **Scheduling:** Work scheduling of activities as described in Article 1.5, paragraph B above will be at the discretion of management yet subject to volunteer participation. Vacancies created by participation of a volunteer employee will be filled by the normal call process.

1.5 – SAVINGS CLAUSE

Savings Clause: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 2 – WORKING CONDITIONS

Section 1: SCOPE RULE

Employees subject to this Agreement shall perform the traditional duties of Conductors "A" and Conductors "B" (formerly duties of Switch Supervisors and Switch Operators), which entail responsibilities such as:

- Switching rail cars of all types; both in-motion and flat switching (shoving to a coupling)

- Perform interchange to Class 1 railroads and within divisions on the Tacoma Rail network (TRMW & TRCD)
- Handling and operation of switches and derails; both mechanical and electric.
- Operation of field control and remote panels for electric switch system
- Inspecting rail cars and reporting any defects
- Operation of railcar bleeder rods to bleed cars
- Performing air brake tests; to include: Class 1, Class 3 and Transfer Train
- Preparing accurate reports to include but not limited to: train lists; signal awareness forms; near miss reports; accident & incident reports; while in a paid status
- Spotting and/or revenue movement of trains
- Connecting/disconnecting yard/ground air
- Actuating air valves/angle cocks
- Coupling/uncoupling air hose connections and proper stowage when required
- Report and correct minor safety hazards found to prevent potential injuries
- Use of handheld packset radios, mobile and locomotive radios
- Use of hand signs/signals and lantern signs/signals
- Copying Form A, B and C documents including Track and Time
- Compliance with CTC signal aspects and indications, mandatory directives and dispatcher instructions including PTC requirements
- Applying and releasing railcar handbrakes to ensure proper securement of railcars
- Completion of accurate time reports to document service performed and hours of service by both Conductor A and Conductor B
- Mount/dismount rail equipment of all types
- Accessing customer's property via gates to include proper securement with equipped locks
- Operation and safety inspection of City-owned motor vehicles in conjunction with rail switching functions
- Spotting rail cars and equipment on trackage in all yards and territories owned and/or exclusively operated by Tacoma Rail. Additionally, a Utility Conductor may perform the traditional duties of a Conductor in connection with work associated with assignments such as, but not limited to a wrecking crane, test cars, flagging and piloting.

Note 1: Trainmen shall not be required to perform duties outside of the aforementioned Scope rule or traditional trainmen duties, and will not be censored or disciplined for refusing to do so. If assigned other unrelated duties the opportunity to file a claim remains in effect.

Note 2: No Carrier official(s), non-craft employees(s) shall be used to supplant or substitute in the traditional work of any Conductor working under this agreement. Other crafts on this property currently are jointly assigned many of these duties and their mutual craft rights shall not be infringed. In the case of an emergency, management may perform duties to assist crews in expediting the movement of trains.

An emergency is a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

Note: Without attempting to set forth all of the many circumstances that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

Emergencies:

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. When a radio becomes inoperable (malfunction) for the length of time it takes to get an operable radio to the crew, not to exceed fifteen (15) minutes.

Not Emergencies:

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars. To commence weighing cars.

Note 3: Notwithstanding the above, nothing in this Agreement shall prohibit the Carrier from assigning work covered by this Agreement to other qualified individuals when calling procedures outlined in Article 2.3, Section 3, are exhausted. Carrier reserves the right to move rail cars a minimal distance or separate railcars to allow recovery from a derailment.

Note 4: Each assignment will operate with a Conductor A and Conductor B. However, Utility Worker assignments may be operated under the terms of the definitions of Conductor A (formerly known as Switch Supervisor) and Conductor B (formerly known as Switch Operator).

Section 2: Terminal Superintendent's Office Format and Procedures

- A. Employees must provide themselves with a telephone, cell phone or electronic pager. Employees must provide the Carrier with their telephone and/or pager numbers. Employees must advise the Terminal Superintendent's Office whether they will be using a telephone, cell phone or pager, or any of the preceding to receive calls.
- B. A recorded line telephone number (253) 396-3035 will be available to employees for the conduct of Terminal Superintendent's Office business.
- C. The Carrier will keep records of all Terminal Superintendent's Office business transacted between employees and the Carrier.
- D. A designated Carrier Official or his representative will be available twenty – four (24) hours a day to permit reasonable layoffs.

2.1 – BASIC WORK DAY

- A. Eight (8) hours or less shall constitute a day's work. Twelve (12) hours or less shall constitute a day's work when it is a bid assignment for three (3) twelve hour work days.
- B. Employees' time shall commence at the time they are required to report for duty at the assigned on-duty point and shall continue until they are relieved of all duties, customarily at the same point. Employees are expected to report to duty on time and ready to perform service for the Carrier.
- C. Once an employee has begun a tour of duty said employee shall be paid no less than eight (8) hours for an eight (8) hour assignment and no less than twelve (12) hours for a twelve (12) hour assignment, at the applicable rate for service performed.
- D. In the event employees are relieved from duty at other than the on duty point, they shall remain in a paid status until they return to the on duty point. This provision shall not apply in case of On the Job Injury, in which case the employee shall be paid for the balance of that tour of duty.
- E. All jobs shall be assigned for a fixed period of time. So far as it is practicable, assignments shall be restricted to eight (8) hours of work unless the assignment is bulletined for a duration in excess of eight (8) hours.
- F. When the paycheck for an employee is short, a time check to cover the shortage shall be issued on request if the shortage amounts to a basic day or more.

2.2 – BULLETINS & BIDS

Section 1 – Advertising

- A. Vacant positions will be advertised for at least five (5) calendar days. Positions subject to advertisement will be newly created positions and positions expected to be vacant for more than fourteen (14) calendar days (except for scheduled vacations/PTO which are filled off the Guaranteed Extra Board). Any Extra Assignment which operates in the same start time bracket for five (5) consecutive days will be advertised for bid.
- B. Advertisements of vacant positions will be posted at all on/off duty points. Conductors must assure that bids submitted for vacant positions will be received in the Terminal Superintendent's Office by the deadline posted on the bulletin. Conductors may make telephonic inquiries to the Terminal Superintendent's Office concerning advertisements of vacant positions. Bids may be submitted by telephone on the recorded line (253) 396-3035 or may be confirmed in writing.
- C.
 - 1. Advertisements of vacant positions will specify the job assignment or job number, type of service, the on-duty time and on/off duty location, the days of the week the position will work, and the closing date of the bulletin. Timelines for the award of bids shall be consistent with Article 2.2, Section 1E.
 - 2. Bid job assignments shall have set days off. Days off shall be consecutive and specified in the job description of each bid assignment. If there is a deviation from consecutive days off, it will be mutually agreed to between the Carrier and Union.
- D. Bid assignments may be bulletined for shift assignments of eight (8) hours or twelve (12) hours.

1. Eight (8) hour assignments will work five (5) eight (8) hour shifts per week, where practicable.
2. Twelve (12) hour assignments will work three (3) twelve (12) hour shifts per week and will be compensated for forty (40) hours based upon the following requirements:
 - a. Carrier agrees to compensate an additional four (4) hours so the Conductors shall not be paid less than forty (40) hours pay for working all three (3) days of their bid assignment.
 - b. Holidays are paid in eight (8) hour increments. If the Carrier abolishes the assignment for the holiday, the Conductors may elect to supplement the remaining four (4) hours with vacation or PTO to fulfill the twelve (12) hours for the holiday.
 - c. Conductors requesting a temporary vacancy of less than one (1) work week, shall not be eligible to receive the additional four (4) hours compensated by the Carrier. The Conductor may elect to supplement the additional four (4) hours with vacation or PTO, if available.
 - d. Conductor holding a bid assignment will not be eligible to receive the additional four (4) hours compensated by the Carrier if laying off sick leave, or vacation or PTO (if sick leave is exhausted), or leave without pay during their work week. The Conductor may elect to supplement those four (4) hours with vacation or PTO, if available.
 - e. The provisions outlined in Article 2.2, Section 1D(2) (b-d) immediately above do not apply to employees who maintain a minimum quota balance (sum total of vacation & sick leave; PTO; floating holidays, wellness and incentive hours) of 40 hours after the reduction of time used in the pay period. The Carrier shall supplement the four (4) hours for these qualified employees.
- E. Vacant positions will be awarded to the senior Conductor bidding for same. If no bids are received, the junior unassigned Conductor will be assigned. For positions which require territorial qualifications, positions will be awarded to the senior qualified Conductor bidding for same. Notices of positions awarded will be made by the Terminal Superintendent's Office. Conductors awarded positions will be placed on those positions at the direction of the Terminal Superintendent's Office, but in no event later than 0001 hours on the Monday following the award.

Regular bid jobs will be awarded first. In the event no bids are received, an additional extra board position will be created, and the the junior unassigned employee will be assigned to one (1) of the off days of the vacancy.

Section 2 – Displacements

- A. Employees may make displacements to positions held by junior employees under the following conditions:
 1. Position now holding is abolished.
 2. Displaced from positions by senior employee.
 3. *It is recognized by the parties signatory to this agreement, that Carrier retains existing right to conduct rules review, railroad related safety training classes and employee meetings during

assigned working hours without additional pay. It is understood that the Carrier may change starting times to facilitate the above without generating a displacement.

4. *Changes in rest days of the assignment.
5. *Position now holding subject to a permanent change.

*Changes as specified in Article 2.12.

- B. Employees who lose their positions pursuant to Article 2.2, Section 2A(1) or (2) will notify the Terminal Superintendent's office of their displacement choices within twenty – four (24) hours from the loss of position. Loss of position is effective when the employee is notified of displacement while off duty, or after tying up if notified while on duty. Notification may occur in person, in writing, or via voice message. Employee(s) away from work for an extended period of time may wish to contact the Terminal Superintendent's office to confirm whether or not a bump has occurred during their absence. Employees making displacement must cover the assignment's next tour of duty, but will not be required to protect the assignment until rested under the Hours of Service Law before the on duty time of their new position.

A regularly assigned employee who is displaced and exercises their seniority to another regular bid assignment within the twenty-four (24) hour period above, shall not have their pay reduced below eighty (80) hours straight time pay for the pay period in which the displacement occurs. If the employee fails to exercise their displacement rights as specified in the twenty-four (24) hour period above, the employee will not be considered available for service and will not qualify for the applicable guarantee pursuant to Article 2.3, Section 8.

- C. Employees who choose to make displacements as a result of the changes described in Article 2.2, Section 2A(4) or (5) will notify the Terminal Superintendent's office of their displacement choices within 72 hours from the effective time of the change which triggers displacement rights. It is understood the incumbent is required to cover the assignment during the 72 hour period or until displacement is made.
- D. Employees who are absent from service due to illness, injury, vacation, PTO or other authorized leave of absence may displace onto any position which was awarded or assigned to a junior employee pursuant to this Article 2.2 in their absence. Each employee will notify the Terminal Superintendent's office of his displacement choice within 24 hours of his return to service.
- E. Employees who fail to make displacements as specified above in Article 2.2, Section 2B and D will lose such displacement rights. If affected by the changes in Article 2.2, Section 2A(1) or (2), employees who lose displacement rights may only return to service by assignment to the Guaranteed Extra Board. Employees affected by the changes in Article 2.2, Section 2A(4) or (5) who lose displacement rights will remain on the changed position.
- F. Employees who have held a regularly assigned position for thirty (30) calendar days or more may exercise seniority rights to another position held by a Junior employee. Employees wishing to avail themselves of this provision will so notify the Terminal Superintendent's Office seventy-two (72) hours in advance of when the displacement will occur. Employees who voluntarily move from one assignment to another assignment shall accept the conditions of the new assignment. However, if this initial seniority move results in the employee working more than five (5) consecutive eight (8) hour days or

three (3) consecutive twelve (12) hour days starting with the first day of the employee's previous assignment, such extra days shall be paid at the straight time rate. Employees shall comply with the Federal Hours of Service regulations. Employees who exercise their rights under Article 2.2, Section 2G will not be allowed to bid the vacancy created thereby for one bid cycle.

NOTE: The SMART – TD General Chairman and the Terminal Superintendent's Office will review the workings of this provision from time to time to assure that it remains a benefit to all concerned.

- G. 1. Employees who have displacement rights may elect to exercise those rights to vacant positions and will be allowed to do so.
- 2. Vacant positions which are displaced pursuant to Article 2.2, Section 2G(1) above will continue to be advertised for bid pursuant to Article 2.2, Section 1. The displacement to a vacant position will be considered as a bid for that position from the employee who made the displacement. Should the employee who made the displacement not be the successful bidder of that position, that employee will have displacement rights pursuant to Article 2.2, Section 2.
- H. The Carrier shall have the right to annul a bid assignment, by bulletin, for a period not to exceed three (3) consecutive days. Such bulletin shall state the bid assignment thereby annulled and time and date of its reestablishment. Such annulment shall not constitute a force reduction and the bid assignment will remain unchanged. Conductors who do not perform service on a scheduled work day as a result of the annulment shall be entitled to a day's pay for each day the bid job is annulled.

2.3 –GUARANTEED EXTRA BOARD

Section 1 – Guaranteed Extra Board

- A. A Guaranteed Extra Board is established by this agreement. Order of call for vacancies will be Guaranteed Extra Board, then employees for overtime as described in Article 2.3, Section 3, then furloughed employees.
- B. A sufficient number of employees will be maintained on the Guaranteed Extra Board to allow for scheduled vacation or PTO and reasonable lay off privileges for all employees.
- C. For pay purposes, employees on the Guaranteed Extra Board will assume the conditions of the assigned bid job. A twelve (12) hour bid job is paid at twelve (12) hours straight time. An eight (8) hour bid job is paid at eight (8) hours straight time, and all hours exceeding eight (8) shall be paid at the overtime rate. All hours worked exceeding forty (40) hours in any given week will be paid at the overtime rate.

Section 2 – General Calling Procedures

- A. Extra jobs shall be filled in accordance with the governing two (2) hour call provision of this Agreement.
- B. Employees on the Guaranteed Extra Board will be called in seniority order for assignments for which rested. Employees may pass on a job assignment if there are rested junior employees available to protect the vacancy. When no rested junior employees remain available to fill the vacancy, the last called employee must protect the vacancy. Employees who exercise the pass option will not have their

guarantee reduced for such day as long as they remain available to fill any subsequent vacancy that may occur that day.

- C. Calling time will be as close as possible to two (2) hours prior to the reporting time of the assignment. It is understood that employees called less than two (2) hours prior to the reporting time will be allowed two (2) hours to report for duty. For hours of service purposes, such employees' time will commence when they actually report for duty. Employees' names will not be removed from the Guaranteed Extra Board prior to the calling time of the assignment worked.
- D. If two (2) or more assignments are to be called which have the same advance calling time, the senior employee on the Guaranteed Extra Board will have their choice of the assignments. The Terminal Superintendent's Office will advise the employee if they have a choice of assignments with the same advance calling time.
- E. When employees are called for an assignment, the Terminal Superintendent's Office will advise as to the time they are to report.
- F. The Terminal Superintendent's Office, when calling employees for duty, will call all phone number(s) provided, allow phone to ring up to ten (10) times and leave a message on each number(s). Employees will have ten (10) minutes to respond before considering it to be a missed call.

Section 3 – Filling of Vacancies (Overtime Order of Call)

- A. After the Carrier has exhausted the extra board, order of call for vacancies will be:
 - 1. Conductors and Extra Board Conductors, in seniority order, who are able to protect next bid assignment with requisite rest.
 - 2. Conductors on a scheduled rest day, in seniority order, who are unable to protect their next bid assignment.
 - 3. Carrier will run single-Conductor crew consistent with Article 6.
 - 4. Carrier will utilize Double Time List consistent with Article 2.3, Section 7.
 - 5. After the above listed steps have been exhausted, the Carrier may elect to annul the job(s) or call other qualified non-management crafts on rest days in seniority order.
- B. Non-extra board Conductors who accept such other assignments and are, therefore, unable to cover their regular assignments due to federal rest requirements will be made whole for any loss of earnings. The Carrier will not delay the start time of a job for the exclusive purpose of requiring an incumbent employee to protect their bid assignment. Conductors will not protect the remainder of the scheduled work day, and will be held for next start on their bid assignment. The Carrier is not required to call an employee who would not be able to protect their bid assignment, except as detailed above.
- C. Employees will be compensated for such shifts consistent with Article 2.6 (Overtime).

Section 4 – Failure to Respond to Call

- A. Employees who do not respond to call for assignments on the Guaranteed Extra Board will remain in the called order for the next shift, and will be called in seniority order for any vacancy in the subsequent starting bracket. Employees who do not work in that calendar day will forfeit eight (8) hours guarantee.

Section 5 – Called Not Used

- A. Conductors called and reporting to service and notified within fifteen (15) minutes after the scheduled reporting time that they will not be needed will retain their position on the Extra Board, and will be paid three (3) hours.
- B. Employees called and reporting for service, and notified more than fifteen (15) minutes following the scheduled reporting time that they will not be needed, will be returned to the Guaranteed Extra Board and subject to call once rested, and will be paid eight (8) hours which counts as a day of work.
- C. Calls made to other Guaranteed Extra Board employees between the calls and the returns to the Guaranteed Extra Board specified in paragraphs A and B above will not be the subject of any claims for time.

Section 6 – Laying Off

- A. Except in the case of sickness, regular employees laying off will be off for minimum of one (1) tour of duty and will protect their regular assignments following the expiration of the specified time. A minimum of three (3) hours' notice shall be provided.
- B. Except in the case of sickness, extra board employees laying off will be off for a specified number of hours (minimum of 8) and will be returned to their seniority position on the extra board at the expiration of the specified time.
- C. Regular employees laying off sick must notify the Terminal Superintendent's Office of their return to duty at least three (3) hours in advance of the starting time of their regular assignments.
- D. Extra board employees laying off sick will notify the Terminal Superintendent's Office of their availability for service and will be returned to their seniority position on the extra board at that time.
- E. Regular and extra board employees may, at their option, accept assignments while laid off if all other calling steps have been exhausted.
- F. Employees laying off for a partial day during their tour of duty will be paid actual time worked and the balance of the shift will be supplemented by sick leave or Personal Time Off (unplanned – PTU). Time spent for Carrier required medical examinations is considered on duty time.
- G. An extra board employee that marks back up after laying off and subsequently protects an assignment within the same workday (0001-2359) will not be required to use accrued paid leave for the specified period of the time they were off.

An extra board employee that marks back up after laying off and does not perform service within the same workday (0001-2309) will be required to use accrued paid leave for the for the specified period of the time they were off and is not entitled to guarantee pay.

Section 7 – Double Time List

- A. Carrier and Organization have agreed to establish by bulletin a double overtime list which SMART-TD members may voluntarily sign for work for a fifteen (15) day period. It is understood that employees who are called off this list will be paid double time and must protect work when called and cannot lay off on call. However, the employee may lay off prior to being called.
- B. In order to be eligible for such double overtime compensation an employee must complete 40 hours service performed in the employee's workweek, as defined by Article 2.6, Paragraph C. Should an employee have fewer than 40 hours of service performed in that week, the hours worked shall be paid at the otherwise applicable rate.

Section 8 – Run Around

- A. Employees who are not used in the proper order will be allowed lost earnings with a minimum of four (4) hours pay, whichever is greater.

Section 9 – Extra Board Guarantee

- A. Employees on the extra board will be guaranteed forty (40) hours pay at the straight time hourly rate per week, protecting up to seven (7) days in the work week. This guarantee will be calculated in the payroll week in which it accrues and paid in the corresponding pay period. Extra board employees working five (5) straight time starts, or forty (40) straight time hours during the work week will have fulfilled their work week requirement, and will go into rest status for the remainder of the work week.
- B. This guarantee will be reduced by eight (8) hours for each calendar day or portion thereof extra board employees are not available for service (exclusive of rest periods and missed call penalties).
- C. This guarantee will be offset by all payments (including holidays) accruing to assignments worked during the work week and by any payments made pursuant to Article 2.3, Section 6B of this Agreement. Overtime hours worked during a week in which an employee holding a position on the Guaranteed Extra Board protects all seven (7) days of that work week will not be used to offset the forty (40) hours of guaranteed pay prescribed in Article 2.3, Section 8, Paragraph A.
- D. A regular employee who is displaced and immediately exercises seniority to the extra board will not lose guarantee for that day.
- E. Employees who are placed on or displaced from the extra board prior to adjustment day will qualify for the weekly guarantee pro-rated to the number of days actually on the board.
- F. The number of guaranteed employees will not be reduced unless (1) there is a decline of business volumes; and (2) that the average hours of service for the extra board employees equal less than fifty percent (50%) of the guaranteed pay. When it is necessary to reduce the number of positions on the Guaranteed Extra Board, reductions will be in reverse order of seniority.

2.4 – STARTING TIMES

- A. All assignments shall have a fixed starting time and the starting time of a crew will not be changed without notice posted prior to the start time of the previous day.
- B. All assignments will begin work in the following time brackets of 6:30 A.M. and 8 A.M.(day); the second 2:30 P.M. and 4 P.M (swing); and the third 10:30 P.M. and 12 midnight (grave yard). Carrier may call an extra job any time within the start time brackets.
- C. Upon mutual agreement by the Superintendent and the General Chairman, employees can be started at any time.

2.5 – LUNCH PERIODS

The Carrier and Union agree that lunch periods shall be made a priority of the work. Every attempt shall be made to ensure that the crews observe the lunch periods set forth below. Employees working at locations other than Tacoma Rail Tidelands Division may be required to take their lunch at locations other than the Tacoma Rail Tidelands Division lunch room.

- A. Employees will be allowed twenty-five (25) minutes for lunch commencing not before four and one-half (4 ½) hours and completed prior to the sixth (6th) hour after the start of their shift without deduction in pay or time.
- B. Should the first meal period not be completed until after the start of the sixth (6th) hour provided in Paragraph A, the employee shall be paid forty-five (45) minutes at the time and one-half (1 ½) rate of pay in addition to all other earnings and be allowed to eat.
- C. Should there be a violation of this Article 2.5 in which the employee is not allowed to complete the meal in eight (8) hours on duty, such employee(s) shall be allowed eight (8) hours pay in addition to all other earnings and be allowed to eat.
- D. Employees on duty for nine and one half (9 ½) hours shall be allowed twenty-five (25) minutes for a second meal period without a reduction in pay or time. The second meal period shall begin no earlier than nine and one half (9 ½) hours on duty, and no later than ten and one half (10 ½) hours on duty on duty. Employees not permitted to begin their second meal period by ten and one half (10 ½) hours on duty shall be paid forty-five (45) minutes at the time and one-half (1 ½) rate of pay in addition to all other earnings.
- E. Should there be a violation of this article 2.5 Paragraph D, in which an employee is not allowed to complete the second lunch period in twelve (12) hours on duty, such employee(s) shall be paid four (4) hours pay in addition to all other earnings.

2.6 - OVERTIME

- A. An employee performing service in excess of eight (8) continuous hours shall be paid at one and one-half (1 ½) times the hourly rate for time worked in excess of eight (8) hours.

An employee performing service with two (2) shift starts on the same calendar day will be paid time and one half for the second shift.

Employees performing service in excess of three (3) twelve (12) hour days on a 36 hours worked for 40 hours pay bid assignment shall be paid time and one half (1 ½) for additional work shifts beyond their regular assignment, without reduction of the four (4) hours short of 40.

Deadhead time or elapsed time in excess of twelve (12) hours shall be paid at the time and one-half (1 ½) rate.

- B. An employee performing service on the holidays as specified in Article 3.7 – Holidays shall be paid two (2) times the hourly rate. Eight (8) hour bulletined, bid or extra jobs worked in excess of eight (8) hours will be paid three (3) times the hourly rate for all excess time worked. Deadhead time will be paid at three (3) times the hourly rate.
- C. Except as provided for in Article 2.2, Section 2G, an employee performing service in excess of five (5) straight time shifts, or 36 hours if assigned to a 36 hours worked for 40 hours pay, shall be paid at one and one-half (1 ½) times the hourly rate for their shift in excess of the bulletined straight time shifts. Guaranteed Extra Board employees shall be paid at the time and one-half (1 ½) rate for all time in excess of forty (40) straight-time hours. Service performed on the holiday shall count as one of the straight time shifts required to fulfill an employee's work week. Holiday and vacation pay received in lieu of service performed shall be counted as service performed for all employees.

Holiday pay shall be considered service performed for an Extra Board employee when calculating overtime eligibility.

Sick pay, PTU, and Critical Incident Stress pay shall not be considered service performed for regular, extra or assigned employees when calculating overtime eligibility, or eligibility for "Double Time List" compensation pursuant to Article 2.3, Section 7.

- D. Employees working more than five (5) straight time eight (8) hour shifts in a work week shall be paid one and one-half (1 ½) times the basic straight time rate except when exercising seniority rights from one assignment to another.
- E. Conductors moved off bid assignment to protect another bid assignment within the same calendar day will be paid one and one-half (1 ½) times the basic straight time rate.
- F. There shall be no overtime on overtime.
- G. Time paid for attending court, inquests, etc., on behalf of the Carrier shall be utilized in computing the forty (40) hours as referred to in Article 3.9. Time spent attending training in lieu of train service shall count as one of the straight time shifts required to fulfill an employee's work week. Employees who perform service in excess of the bulletined number of straight time shifts shall be paid time and one-half (1 ½) rate for the additional day(s) of service performed regardless of class or classes of service.

2.7 – REGULAR ASSIGNMENTS

- A. Yard jobs shall have a designated point for going on duty, and a designated point for going off duty which shall be the same.
- B. An employee on a regular assignment, who takes another regular assignment, will take the conditions of that assignment, but if this results in the employee working more than five (5) days in the period starting with the first day of his/her old work week and ending with the last day of his/her new work week, such day or days will be paid at straight time rate.

2.8 – UTILITY WORKER

Utility worker positions may be established as needed. SMART – TD shall have representation rights and to which the terms of the current contract shall apply. The positions shall be filled by seniority bid process or in accordance with the existing bulletins and bids process as outlined in Article 2.2. In the event there are no bidders, the junior unassigned employee shall be assigned. Changes in the conditions of the assignment shall mean the assignment will be re-bulletined. The incumbent in such a re-bulletined position may exercise their seniority to any other position they may hold. The following provisions shall apply:

1. The position shall be paid at the Conductor rate.
2. Utility worker positions may be assigned to work with any switch job consisting of a minimum of one (1) Conductor and one (1) Engineer. It is understood Utility worker(s) will not be assigned to or assist independent Engineer or Hostler assignments.

This position is not intended to infringe upon the rights of any other craft.

2.9 – YARD & SWITCHING LIMITS

Yard or switching limits will not be changed so as to deprive employees of any work or pay until after a conference is held and agreement reached.

It is understood that all TMBL owned or operated tracks are located within switching limits and that all TMBL tracks have been designated as interchange tracks.

2.10 – SENIORITY RIGHTS

Seniority shall be based upon an employee's position on the Conductor seniority roster (formerly known as the Switch Supervisor roster).

For purposes of bidding vacation or Personal Time Off (PTO), seniority shall be based upon an employee's position on the seniority (formerly known as the Switch Operator) roster.

- A. The word "seniority" as used in this agreement means rating according to the date of first active employment as an eligible in the position for each seniority is established. Seniority will be established on the hire date. If multiple employees are hired on the same date, seniority will be determined by a double blind draw with the order of the first draw based upon the last four (4) digits of each employee's social security number with the highest number drawing first.

An employee may be senior in one craft and junior in another craft.

- B. Employees promoted to other represented crafts will be required to serve the probationary period, required by the current Civil Service Rules, before attaining permanent seniority status in the new position. Employees promoted to nonrepresented classifications will not be required to relinquish their seniority to their prior represented craft(s).
- C. The right to preference of work shift shall be governed by seniority, subject to the provisions of this agreement.
- D. Assigned employees will not be permitted to exercise their seniority to enable them to work more than one (1) shift in a calendar day period when other employees are available. Except when displaced by senior employees or assignments discontinued.
- E. When employee(s) is displaced, they may displace any junior employee.
- F. In the event it becomes necessary to reduce employee(s), it shall be done in reverse order of seniority. Employee(s) furloughed under this rule shall be returned to service in the order of their seniority when their services are required.
- G. Employees furloughed due to a reduction of forces shall be required to keep the Carrier informed as to their current contact information, and such employees shall be notified in the order of their seniority to report for service when their services are required. The notice to the employees to report for service shall be sent by certified, return receipt mail to the last address given to the Carrier. This does not preclude Carrier notification by telephone. Failure to report for service within thirty (30) days after being notified to do so, as set forth herein, shall be cause for termination of employment with the City. An employee may petition the Carrier and Union for reinstatement if there are extenuating or unusual circumstances.
- H. The Carrier shall post an employee seniority list on January 1st of each year and when changes occur showing such seniority as established in accordance with the foregoing provisions of this Article 2.10. Any employee desiring to protest the seniority and rating as shown on the list or the absence of seniority and rating must do so within sixty (60) days from the date the list is posted, otherwise the protest shall not be considered, provided this section shall not be construed so as to prevent any person making claim for position under Section 1.24.960 of the Personnel Rules of the City of Tacoma.
- I. Subject to the Carrier's legal and contractual obligations, the Carrier agrees that the employees covered by this agreement shall be a source of supply for locomotive engineers. The Carrier is not restricted from also holding the examination for locomotive engineers on an open basis when necessary to obtain sufficient number of eligibles.
- J. It is recognized that it is not the intent of the parties that Article 2.10 immediately above could or would be used to eliminate positions, furlough employees or avoid hiring employees by using Carrier officers or other employees not subject to the terms and conditions of this Agreement to perform service.

2.11 – PROBATIONARY PERIOD

- A. **Period of Probation:** The Probationary period for initially hired railway employees shall be 125 working days actually worked in the classification to which such employee is appointed to include on-the-job training time for initially hired employees.
- B. **Period of Evaluation:** The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to their position, and for rejecting any employee whose performance or adjustment is unsatisfactory.
- C. **Reinstatement on List:** At any time during the probationary period the Superintendent may remove or demote an employee whose performance is not satisfactory, provided they notify the employee and the Director of Human Resources of the reason for the action. The Director of Human Resources, on the basis of the report, may reinstate the employee to the employment list if such action would appear to be in the best interest of the City.

2.12 – TRAINING

- A. **General Policy:** It is mutually agreed that continuous development, improvement and training are in the best interest of the Carrier and the employees represented by this Agreement. Further, the Union agrees to support and participate in all development training required by the Carrier to maintain a safe and competitive railroad operation.

Training shall be scheduled at Carrier's discretion and shall count as service preformed. Employees shall be responsible for maintaining their certifications. When employees are required to engage in mandatory training, pay shall be as follows:

1. All employees who are required by law or the Carrier to attend classes and/or examination for operating rules, safety rules or other specific training will be made whole for all lost time, but not less than the applicable basic day. If assigned to training on rest days the employee shall be paid one and one-half (1½) times the applicable rate.
 2. Employees holding a twelve (12) hour bid assignment who attend mandatory training shall not forego the supplemental four (4) hours at the end of the work week.
 3. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the Carrier permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities. Voluntary training is on employee's own time and is reimbursable consistent with Tuition Assistance Policy 3.06.
- B. Members of a crew assigned a Student will receive an arbitrary of 30 minutes at the pro rata Conductor rate per the 1998 Training Agreement.
 - C. Union and Carrier have agreed that trainer selection, classroom and on-the-job training scheduling is vested with the Carrier.

2.13 – RULES REVIEW

- A. Employees required by Management to attend rules review on off duty time shall be paid their regular straight time rate on a minute basis for actual time spent, with a two (2) hour minimum and a three (3) hour maximum.
- B. An employee previously certified on rules who fails to pass a subsequent rules examination will be given a second rules reexamination before being withheld from service.
- C. It is recognized by the parties' signatory to this Agreement that Carrier retains existing rights to conduct rules review, safety classes, and training classes during assigned working hours without additional pay.

2.14 – LEAVING CITY SERVICE – REEMPLOYMENT

- A. An employee who voluntarily leaves the service and is subsequently reemployed will rank as a new employee.
- B. An employee leaving the service will be paid at the earliest practicable time in full, less the authorized deduction which may be found against their pay.
- C. When leaving the service, the employee will be given a letter stating time of service and capacity, such letter to be given within a reasonable length of time from receipt of application and to be signed and stamped by the Superintendent.

ARTICLE 3 – ENUMERATION OF BENEFITS

3.1 – SUPPLEMENTAL SICKNESS & BEREAVEMENT BENEFIT PLAN

Employees electing to change to Personal Time Off (PTO) or hired after this agreement will be governed by PTO as outlined in Article 3.5 – Personal Time Off.

- A. As outlined in the City of Tacoma's Pay and Compensation Plan, Section 1.12.231, each regular full-time, probationary, or permanent extra employee shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period in which they have any regular time for which regular pay shall be received. Eligible employees who are on a leave of absence for active duty training or for inductive purposes shall accrue sick leave. Sick leave shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned. There shall be no limit on sick leave accruals.
- B. Sick Leave benefits paid under this Article 3.1 shall be equal to one hundred percent (100%) of the Conductor rate.
- C. In order to be granted benefits under this Article 3.1, the employee must report to the Terminal Superintendent's office the reason for the absence and keep the Superintendent informed of his condition if the absence is of more than four (4) working days' duration. The Superintendent must be satisfied that the reason for each absence is legitimate, and satisfactory evidence, including a verifying certificate from a reputable physician, verifying that the employee was physically unable to perform their regular duties may be required.

D. Bereavement and Illness in Family

1. Bereavement leave of up to four (4) working days shall be allowed in case of death of employee's spouse, father, mother, foster parent, grandparent, grandchild, brother, sister, child, or foster child, or spouse's parent, brother, sister or grandparent. Each working day of such leave shall be paid at the employee's regular basic daily rate. Bereavement leave may be charged against the employee's sick leave accruals, if any. Employees must notify the Terminal Superintendent's office prior to taking bereavement leave.
2. Upon approval by the Superintendent, a maximum of four (4) days sick leave may be granted for a serious illness or injury suffered by a relative living with and dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required if requested by the Superintendent.

- E. An employee separated from the City service due to death or retirement for disability of length of service under Railroad Retirement Pension shall be compensated to the extent of twenty-five percent (25%) of their sick leave accruals.

An employee separated in good standing from the City service for any other reason than death or retirement shall be compensated to the extent of ten percent (10%) of their sick leave accruals up to a maximum accrual of one hundred twenty (120) days.

3.2 – OFF-TRACK VEHICLE ACCIDENT BENEFITS

- A. It is agreed that insurance coverage will be maintained by Tacoma Rail to provide payments to employees injured under certain circumstances equivalent to the payments outlined under the conditions described in the August 20, 2002 UTU National Agreement between railroads represented by the National Carriers' Conference Committee and the United Transportation Union.

3.3 – MEDICAL COVERAGE

- A. Consistent with Section 1.12.095 fo the Tacoma Municipal Code, the Carrier shall provide access to medical coverage to Conductors and their eligible dependents. Employees in this bargaining unit shall be covered by the health benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC).
- B. It is agreed that the Tacoma Rail shall provide early retirement major medical coverage (by the Carrier under contract with the City as described in Article 3.3, Section A) for retired employees covered under this agreement in the same manner as the current railroad employees' national early retirement major medical benefit plan.
- C. Employees who retire prior to being eligible for Medicare coverage shall participate in the medical plan provided to other retired City employees. Premiums for said coverage shall be paid for by the Carrier.
- D. Dental Plan: Consistent with Section 1.12.095 fo the Tacoma Municipal Code, the Carrier shall provide access to dental coverage to Conductors and their eligible dependents. Employees in this bargaining

unit shall be covered by the dental benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC).

3.4 – PERSONAL TIME OFF

PERSONAL TIME OFF (PTO) All employees hired after May 1, 2005 who become covered by this Agreement shall be subject to the provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Official Code of the City of Tacoma. A portion has been added as reference which says, in part:

During all designated open enrollment periods, all employees shall have the option to convert to Personal Time Off. Conversion to PTO is irrevocable.

The maximum number of Conductors awarded time off on each day shall be no less than four (4) inclusive of the bid process for scheduled vacation and PTO. This number is subject to change by mutual agreement if there is a significant change in business volumes. Management discretion will be exercised for any written request for time off submitted forty-eight (48) hours in advance on a first come, first serve basis.

A. Rate of accrual of Personal Time Off.

1. Employees who elect to transfer from their present vacation and sick leave plans to the Personal Time Off plan during a designated enrollment period shall accrue Personal Time Off hours for each biweekly pay period in which they have been in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of vacation and sick leave plans.

Completed Years of Service	No. of 8-Hour Days per Year	Hours per pay period
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater years	36	11.08

2. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

3. No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of their appointment.

B. Permissible use of Personal Time Off accruals.

1. Use of Personal Time Off. Personal time off shall be taken in full hourly increments.
2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.
3. Unplanned Use of Personal Time Off.
 - a. Personal Time Off may be used without prior approval for employee or family emergencies, including when the employee's assigned City work location has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed by order of a public health official. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which interferes with job performance or City operations may subject the employee to corrective action.
 4. An employee is allowed to use any or all of the employee's choice of paid sick leave or PTO to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; or to care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:
 - a. A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child.
 - c. A spouse.
 - d. A registered domestic partner.
 - e. A grandparent.
 - f. A grandchild.
 - g. A sibling.
4. Employees may participate in annual PTO cash-out provisions as outlined in Section 1.12.248.5 of the Tacoma Municipal Code.

Effective January 1, 2023, annual voluntary PTO cashout rules will change. Effective January 1,

2023 an employee may, no later than January 31 of each year, submit in writing, on the form provided by and available from the Human Resources Department, a commitment to cash out up to 100 hours of available accrued PTO in February of the following year. The cash value of the PTO shall be based on the rate for the classification in which the employee is working at the time the cash out payment occurs.

C. Maximum accrual of Personal Time Off.

1. Each employee may accrue a maximum of 960 hours of Personal Time Off.
2. If the appointing authority, or their designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.

D. Compensation upon separation from City service.

1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which the employee was working on the date of separation.
2. Upon the death of an employee, the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which the employee was working on the date of death.
3. Beginning January 1, 2023, upon separation from the City service due to retirement for disability or length of service, or death, the City shall make contributions into an individual Voluntary Employee Benefit Association ("VEBA") plan for each employee covered by this Agreement.

The City shall deposit into a VEBA account a sum equivalent to 50% of the PTO accruals for all eligible employees at the time of separation from the City service. This 50% contribution shall be deducted from the cash payment of eligible PTO accruals due to an employee upon retirement set forth in TMC Section 1.12.248 D. The sum deposited into the VEBA Account shall be calculated at the employee's regular classification rate of pay effective at the time of separation due to retirement or death.

All employees covered by this Agreement shall participate in the above referenced VEBA program. No employee may request, nor will any employee receive, exemption from participation.

No more than once per year, and with at least 30 calendar days' written notice to the Director of Human Resources, the union may elect whether or not all bargaining employees shall participate in this VEBA program or instead receive a taxable PTO cash out as set forth in TMC Section 1.12.248 D. If the union elects not to participate in the VEBA program, this Article shall remain in effect and the union may opt back in to the VEBA program the following year with at least 30 calendar days' written notice to the Director of Human Resources.

- E. Conversion of vacation accruals. Employees converting to the Personal Time Off plan who currently have vacation accruals will have those accruals converted to Personal Time Off on an hour for hour basis (1:1).
- F. Conversion of sick leave accruals. Employees converting to the Personal Time Off plan who currently have sick leave accruals must specify one of the following options: (1) placing accruals in a sick leave bank; (2) converting accruals to Personal Time Off; or (3) a combination thereof, as set forth below.
 - 1. Sick Leave Bank.
 - a. Accrued sick leave as of the last pay period, after a designated enrollment period, may be placed into a sick leave bank.
 - b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.231 of the Tacoma Municipal Code, after an absence of more than three consecutive days.
 - c. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.
 - d. Cash Out of Sick Leave Bank.
 - (i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in their sick leave bank at the rate for the classification in which he or she was working in at the date of separation subject to the provisions of Section 1.12.229 of the Tacoma Municipal Code (VEBA).
 - (ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which the employee was working on the date of separation.
 - 2. Conversion of Sick Leave to Personal Time Off. An employee who converts to Personal Time Off during a designated enrollment period may elect to convert sick leave accruals as of the last pay period after a designated enrollment period to Personal Time Off using a ratio of 24 hours of sick leave to 8 hours of Personal Time Off (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of 720 hours of Personal Time Off.
 - 3. Combination. An employee may elect to convert some, but not all, of their sick leave to Personal Time Off. Any sick leave not specifically converted during a designated enrollment period will be placed in a sick leave bank as set forth above.

3.5 – VACATION WITH PAY

The following provisions for vacation with pay are now provided by ordinance of the City of Tacoma. The power and right of the City Council to change the same without an amendment of this Agreement is recognized. It is now contemplated, however, by the parties hereto that every reasonable effort will be made

to preserve the present provisions unless conditions in the judgment of the City Council should in the future so change as to require amendment of said ordinance.

The maximum number of Conductors awarded time off on each day shall be no less than four (4) inclusive of the bid process for scheduled vacation and Personal Time Off (PTO). This number is subject to change by mutual agreement if there is a significant change in business volumes. Management discretion will be exercised for any written request for time off submitted forty-eight (48) hours in advance on a first come, first serve basis.

Employees hired prior to May 1, 2005 and who elect to remain on the vacation leave plan shall be as provided in Section 1.12.220 of the Official Code of the City of Tacoma. Section 1.12.220 provides in part for the following:

- A. **Rate of accrual of vacation leave.** Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

Completed Years of Service	No. of 8-Hour Days per Year	Hours per pay period
Completion of years 0, 1, 2, 3	12	3.69
Completion of years 4, 5, 6, 7	15	4.60
Completion of years 8, 9, 10, 11, 12, 13	17	5.22
Completion of years 14, 15, 16, 17, 18	20	6.14
Completion of 19 years	21	6.45
Completion of 20 years	22	6.76
Completion of 21 years	23	7.07
Completion of 22 years	24	7.38
Completion of 23 years	25	7.69
Completion of 24 years	26	8.00
Completion of 25 years	27	8.31
Completion of 26 years	28	8.62
Completion of 27 years	29	8.93
Completion of 28 or greater years	30	9.24

The appropriate biweekly accrual shall be credited for each pay period in which the employee is in a paid status.

Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service will be completed.

- B. No employee shall earn more vacation in any one calendar year than the above stipulated days, and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.
- C. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City, and as far as practicable, the preferences of the employees.
- D. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
- E. A regularly employed full-time employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the pay rate appropriate to the class of position that

the employee had worked on for the majority of the time in the six (6) month period immediately prior to the effective date of the vacation leave taken.

- F. It is agreed that the vacation period of employees will begin with the first assigned working day of the vacation period and will end with the completion assigned off-days that may follow a vacation period.

An employee may make themselves available for extra assignments on his regularly assigned off days prior to the beginning of the vacation period, since those off days are not considered to be a part of the vacation period. The off days immediately following a vacation period will be considered as a part of the vacation, and the employee could only report for duty on the first day of his work week (i.e.: his "Monday"). The Carrier could only call the employee for duty at such time when all seniority order calling procedures have been exhausted and there are no other employees available.

3.6 – HOLIDAYS

This Section supersedes specific provisions of Section 1.12.210 of Tacoma Municipal Code with which it conflicts. Where this Agreement is silent, the provisions of Section 1.12.210 of the Tacoma Municipal Code shall control. This Section shall provide in part as follows:

Section 1

- A. All regular, probationary or extra board employees shall be paid for the following holidays as specified in the subsection:

1. New Year's Day (January 1);
2. Washington's Birthday (3rd Monday in February);
3. Memorial Day (last Monday in May);
4. Juneteenth (June 19)
5. Fourth of July;
6. Labor Day (1st Monday in September);
7. Veteran's Day (November 11);
8. Thanksgiving Day (4th Thursday of November)
9. The day immediately following Thanksgiving Day;
10. Christmas Eve Day (December 24)
11. Christmas Day (December 25).

In addition to the above holidays, employees will be entitled to two (2) floating paid holidays per calendar year; these days to be mutually agreed to by both employee and Management. An employee shall be allowed to take their birthday as one (1) floating holiday, provided the Terminal Superintendent receives the request in writing ten (10) days prior to the birthday. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary or appointive full-time employee during the calendar year of entitlement.

The second floating paid holiday per calendar year shall be granted to qualifying employees in lieu of Martin Luther King's Birthday holiday; this day to be mutually agreed to by both employee and

management. It is understood that an employee may use this second floating holiday on Martin Luther King's birthday holiday if desired.

- B. All holidays listed above shall be observed on the day on which they fall.
- C. All regularly assigned employees shall be entitled to holiday pay shall be paid at the Conductor rate.
- D. Guaranteed Extra Board Conductors, in order to qualify for the holiday must:
 - 1. Be in paid status on the regular work days immediately preceding and following the holiday; or
 - 2. Be available for service on the full calender days immediately preceding and immediately following the holiday and perform service on such holiday; or
 - 3. If such employee cannot qualify under (1) or (2) above, then in order to qualify, the employee must be available for service on the full calender days immediately preceding and immediately following the holiday or perform service on any one of such days and be available on the other day or days and, additionally, must have been in a paid status on eleven (11) or more of the thirty (30) calender days immediately preceding the holiday.
- E. Conductors entitled to holiday pay will be paid for such holidays whether or not it falls on an assigned rest day of the Conductor involved.
- F. Conductors performing service for the Carrier on a holiday shall be paid two (2) times the hourly rate of pay for all hours worked. Eight (8) hour bulletined, bid and extra jobs worked in excess of eight (8) hours will be paid three (3) times the hourly rate for all excess time worked. Deadhead time will be paid at three (3) times the hourly rate.

Holiday Call Procedures:

Five (5) days prior to the holiday, Carrier shall post the jobs scheduled to work along with a sign up sheet upon which the Conductors will indicate their desire to work.

The Carrier shall mark up the jobs by calling employees in seniority order and allowing individuals to select their choice of assignment prior to the holiday. Any remaining vacancies will be filled in order of seniority using the same procedure from the junior rested Conductors, and those Conductors must protect the vacancies. The final holiday job assignments will be posted and recorded on the board recording line two (2) days prior to the holiday.

Note: Conductors shall not be forced to work a holiday on their regularly scheduled rest day, Thanksgiving day or Christmas day.

3.7 – LEAVE OF ABSENCE

- A. Leave of absence without pay not to exceed one (1) year, may be granted to regular employees by the Tacoma Rail Superintendent with the approval of the Director of Human Resources where granting such leave best serves the interests of the City. No such leave shall be granted except upon written request of the employee submitted in advance, stating the reasons and the inclusive dates of such leave. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation. A request for extension of such leave of absence without

pay may be granted for an additional specified period. No such extension of leave shall be granted except upon written request of the employee submitted in advance. Upon expiration of such regularly approved leave, the employee shall be allowed to exercise their seniority. An employee granted a leave of absence may return to work consistent with Article 2.2, Section 2 of this Agreement prior to the expiration of such leave upon application to the Superintendent of Tacoma Rail, and the remainder of such leave of absence shall thereupon be canceled.

- B. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to a regular or probationary employee to enable them to take an appointive position in the City Service; to perform Committee work for the Union; or to accept official position with the Union. A request for leave without pay by an employee in order to accept employment other than named in this paragraph shall not be considered as a sufficient reason for approval of such request.
- C. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to employees for the purpose of service in the Armed Forces, provided that such request for such leave shall be in writing and accompanied with a validated copy of military orders.
- D. Seniority rights of employee(s) on an authorized leave of absence shall be retained by the employee.

3.8 – JURY DUTY

An employee who is required to report for jury duty shall be entitled to absent their regularly scheduled hours of work for the time spent in such required service. Employees shall provide Carrier with copy of official jury summons.

- A. For each hour of such leave taken, the employees shall be compensated by the Carrier for actual time lost with a maximum of a basic day's pay in an amount equal to his straight time rate for their position for each day lost less the amount allowed to them for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualifications:
 - 1. In order to be paid by the Carrier for such leave, the employee must submit to the Carrier written proof, executed by the administrator of the court, of having served the duration of such service and the amount of compensation received for such service.
 - 2. No leave of absence for jury duty, or compensation, shall be allowed for any day in which the employee is compensated for vacation, personal time off, sick, holiday pay, or is not scheduled to work.

3.9 – COURT APPEARANCES

Employees required to attend court as witnesses or to give depositions or acting in any other capacity pertaining to legal matters on behalf of the Carrier shall be compensated in the same manner as in Article 5.2, "Discipline Rule and Procedures," Section E. "Compensation For Attending Hearings."

ARTICLE 4 – COMPENSATION

4.1 – GENERAL WAGE INCREASE

Effective December 19, 2022, (or upon Council ratification, whichever is later) the hourly rates of pay shall be:

Code	Job Title	Step 1	Step 2
71060	Railway Conductor	*	38.90

Effective January 1, 2023, (or upon Council ratification, whichever is later) the hourly rates of pay shall be:

Code	Job Title	Step 1	Step 2
71060	Railway Conductor	*	40.56

Effective January 1, 2024, (or upon Council ratification, whichever is later) the hourly rates of pay shall be:

Code	Job Title	Step 1	Step 2
71060	Railway Conductor	*	42.28

Effective January 1, 2025, (or upon Council ratification, whichever is later) the hourly rates of pay shall be:

Code	Job Title	Step 1	Step 2
71060	Railway Conductor	*	43.13

Effective January 1, 2026, (or upon Council ratification, whichever is later) the hourly rates of pay shall be:

Code	Job Title	Step 1	Step 2
71060	Railway Conductor	*	44.42

**Step 1 Student Conductor rate of pay is equal to 75 percent of the journey rate of pay (Step 2)*

Section 2

- A. Effective December 19, 2022, (or upon Council ratification, whichever is later), the City shall discontinue and permanently sunset the historic “Wellness” program which rewarded employees for non-use of sick leave described in Section 3.1.F of the parties’ 2015-2017 Agreement. In consideration of this concession, the City will pay to each Conductor employed on the date of union ratification of this Agreement a one-time lump sum payment equivalent to a basic day’s wages for each Wellness Day earned by that individual employee in the twelve 12 months preceding the date of the union’s ratification of this Agreement.

- B. In exchange for the concessions herein, the Carrier will award a one-time lump sum payment of five thousand five hundred dollars (\$5,500) to each Conductor employed on October 26, 2022.

4.2 – BOOT ALLOWANCE

Employees of Tacoma Rail will wear work boots that have ankle support and steel shanked soles, with steel toes optional when on duty. Employees will be granted a \$400 boot allowance payable on the second paycheck in January of each calendar year.

Employees hired after the approval of this Agreement will be provided reimbursement for work boots up to a maximum of \$400 upon presentation of the original purchase receipt and following their successful completion of the probationary period.

4.3 – DEFERRED COMPENSATION MATCHING

The City will match the 457(b) deferred compensation contributions of Tacoma Rail Conductors covered by the Federal Railroad Retirement Act. A maximum matching contribution of three (3) percent of the base salary of Conductors will be made; and provided further, that all contributions are subject to the limitations of the IRC maximum contribution requirements for Section 457 plans. The City does not provide a match on Roth contributions.

4.4 – GUARANTEED PAY

- A. All non-probationary Conductors will be guaranteed forty (40) hours' pay at the Conductor rate of pay for each calendar week, such guarantee to be paid consistent with the City's payroll process.
- B. Those employees who hold seniority status as a Conductor, but not working as such, shall be afforded the opportunity to return to such status on a voluntary basis providing that there is a vacant position, sufficient manpower to relieve the individual or if displaced through no fault of their own.
- C. Employees hired after May 1, 2005 and after completion of their probationary period as set forth in Article 2.11 shall be eligible for the guaranteed pay as set forth above in paragraph A. Employee may be furloughed if not earning at least fifty percent (50%) of guarantee.

4.5 – LONGEVITY PAY

Employees who, on the date of City Council ratification of this Agreement, qualify for participation in the longevity program consistent with Ordinance 20938 will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after City Council ratification of this Agreement shall not be eligible or participate in the longevity program. Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service.....	1% per month
From 10 through 14 years aggregate service.....	2% per month
From 15 through 19 years aggregate service.....	3% per month

20 years or more aggregate service.....4% per month

Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed. Longevity pay will not be considered part of the basic daily pay rate.

4.6 – NEGOTIATING ALLOWANCE

The Carrier shall pay for one (1) local employee serving as the SMART – TD negotiating committee the regular basic daily rate of pay for each day spent in formal negotiations between the Carrier and SMART – TD with a maximum of ten (10) meetings.

4.7 – MANDATORY PROMOTIONS

All employees hired after August 1, 1992, will be required to accept promotions to Locomotive Engineer. When there is a need for Locomotive Engineers, the position shall be put up for bid and awarded to the senior bidder. If no bids are received, the junior employee shall be assigned.

4.8 – DUES DEDUCTION

The City agrees to deduct from the paycheck of each employee who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof. There shall be no retroactive deduction of union dues. The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

4.9 – EMPLOYEE INFORMATION

Commencing June 1975, the City will provide each General Chairman, upon written request, with a list of employees who are hired or terminated, their home addresses, phone numbers and the employee's identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairman. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated. Where the City cannot meet the thirty-day requirement, the matter will be worked out with the General Chairman.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 – TIME SLIPS, PAY CLAIMS AND GRIEVANCES

For purposes of the Article 5.1, time limits shall begin the next calendar day following the triggering event and shall be considered day one (1).

- A. When an employee's time is not allowed as per time slip, they will be notified promptly the reasons for disallowance and what allowance, if any, has been made. If no notice of disallowance is given, time as reported on the time slip will be allowed.
- B. When time of an employee is short, time check to cover shortage will be issued on request if shortage amounts to a basic day or more.
- C. All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Carrier authorized to receive same within sixty (60) days from date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the Carrier shall, within sixty (60) days from date of same is filed, notify the Union with a copy to the employee, in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but shall not be considered as a precedent or waiver of contentions of the Carrier as to other similar claims or grievances. The SMART-TD General Chairperson and the Terminal Superintendent or their designee may adjust claims or grievances prior to the formal appeals process if mutually agreeable. Note: This adjustment process in no way modifies time limits as set out in this Article.
- D. All claims/grievances which are denied in whole or in part within the proper time limit may be appealed within sixty (60) days from the postmark date of denial by the Employee or the Union to the Superintendent. Within thirty (30) days from the receipt of such appeal a date, time, and place for conference will be set. Decision on appeal will be made at the conference or within thirty (30) days thereafter. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.
- E. The decision of the Superintendent will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for disposition of the claim are instituted by the SMART-TD General Chairperson before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.
- F. All rights of a claimant for alleged violation of the agreement, on a given and subsequent date shall be fully protected by filing of a claim or grievance, provided it is filed and progressed in accordance with the time limits contained in this rule. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost daily shall be sufficient. In the event that multiple claims are filed concerning the same alleged violation of this Agreement and where the fact patterns are identical, the parties agree to meet to select a lead claim to pursue through the grievance process to govern the disposition of the balance of agreed-to

identical claims. Additional claims controlled by the lead claim shall have their timeliness preserved under the terms of this Agreement, provided they are initially filed meeting the timeline provisions outlined above.

- G. This Article 5.1 recognizes the right of the Union to file and process claims and grievances for or on behalf of the employees they represent. Such employees are encouraged to utilize this procedure.
- H. Time claims that are settled by the Union and Management will be paid by time check within fourteen (14) days or at the next pay period, whichever occurs first, and the Union Chairman will be notified of the amount and when payment is made.
- I. The time limits at any stage of handling may be extended by written agreement between the Carrier and the Union. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

5.2 – DISCIPLINE RULES AND PROCEDURES

Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.

For purposes of the Article 5.2, time limits shall begin the next calendar day following the triggering event and shall be considered day one (1).

A. General Requirements

- 1. It is understood that the parties hereto are also governed by provisions of the Railway Labor Act (RLA), as amended, and with respect to disciplinary matters it is agreed that discipline (set forth below) is intended to comply with the RLA and shall be exclusively applied, Civil Service Rule 1.24.950 and 1.24.955 shall not apply.
- 2. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Section B2 of this Article 5.2.
- 3. An employee shall not be held from service pending hearing except in serious cases, such as theft, altercation, GCOR 1.5 Drugs and Alcohol violation, insubordination, major accidents, serious misconduct and major offenses where by the employee's retention in service could be hazardous.

B. Formal Hearing

1. Notice of Hearing

- a. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) to the last known address or hand-delivered to the Conductor within ten (10) days of the Carrier's first knowledge of the act or occurrence. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. Carrier shall provide the General Chairman a copy of the signed notice.

- b. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
- c. The Carrier shall have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. Any additions to the list of Carrier or Union witnesses shall be made in writing with a copy provided to the General Chairman or Charging Officer at least 48 hours in advance of the scheduled hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.
- d. The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
- e. If an employee who is to receive a notice of hearing shall not be permitted to exercise the option under subsequent Article 5.2, Section 2B the notice of hearing shall so specify.

2. **Waiver of Hearing**

- a. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph shall not establish precedents in the handling of any other cases. Following the employee's request for a waiver conference, such meeting will be held within thirty (30) days. Postponements of the waiver conference may be requested by either party on reasonable ground and consent shall not be unreasonably withheld.

- b. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. **Postponements of Hearing**

Consistent with the provisions of Section A.1. for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable ground and consent shall not be unreasonably withheld.

4. **Conduct of Hearing**

- a. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the

employee involved, or in cases where more than one employee is involved, at the home terminal of the majority of the employees.

NOTE: When another Carrier is involved, this shall not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

- b. The employee shall have the right to be represented at the hearing by an employee or Union representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
- c. An employee's personal service record shall not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
- d. If the formal hearing is not held within the time limits specified in Article 5.2, Section B.1. (a), the employee shall not be disciplined, shall be paid for all time lost, and no disciplinary entry shall be made in the employee's personal service record.
- e. The employee and witnesses shall be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

C. Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this shall not preclude the employee or employee's representative from making a record of the proceedings for their own use, provided that a copy of the record is made available to the Carrier in the event the Carrier's recording device becomes inoperable.

If, during the hearing, a partial transcript is made prior to conclusion of the hearing such partial transcript shall be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate Carrier facility.

In any cases where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript shall be furnished to the employee and the employee's representative promptly upon request.

D. Hearing Decision

- 1. If the formal hearing results in assessment of discipline, the results of the formal hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the employee within fifteen (15) calendar days from the date the hearing is concluded. Carrier shall provide the General Chairman with a copy of the results.
- 2. The employee must be notified within fifteen (15) days from the date the hearing is concluded if no discipline is being assessed, and any charges related thereto shall be removed from the employee's personal service record.

E. Compensation for Attending Hearings

1. Witnesses, as referred to in Article 5.2, Section B.1.(c), who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost, they shall be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
2. If the hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.
3. If the hearing is conducted during working shift, no additional payment shall be made for attending hearing.
4. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost, the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing to be paid for at the rate of pay applicable to the last service performed.

F. Time Limit on Appeals

For purposes of this Article 5.2, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).
 - If certified, return receipt mail is used, the day following the postmark date shall be considered day one (1).
 - If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other discipline cases.
1. If the finding of the hearing is that the employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the SMART TD General Chairman or their designated representative to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days thereafter unless an extension is mutually agreed to by the parties.

Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the employee, they will be paid in accordance with Article 5.2, Section E. If the appeal is denied, that decision will be final and binding unless within six (6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the Union before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

2. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of this Article 5.2, Section F of the Agreement.
3. If at any point in this appeals procedure or in proceedings before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be removed and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
4. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

G. Effect of Time Limits

The time limits set forth in this Article 5.2 shall govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary, and such time limits may be extended by mutual agreement in writing.

5.3 – EMPLOYEES’ COMMITTEE OF ADJUSTMENT

- A. The General Committee of Adjustment of the SMART – TD shall represent all employees covered by this Agreement in the making of agreements covering rates of pay, working conditions and interpretations thereof.
- B. All controversies affecting employees covered by this Agreement shall be handled in accordance with the interpretation of this Agreement, as agreed upon between the General Committee of Adjustment and Management. Any final settlement arrived at shall be binding upon Management, the Union and the employee or employees involved.
- C. It is agreed that the decisions of the Joint Labor Management Interpretation Committee shall be used in this interpretation of this Agreement.

ARTICLE 6.0 – CREW CONSIST AGREEMENT

The consist of all yard crews, except as otherwise provided in this Agreement shall not be less than a Conductor A and Conductor B. Such crews will hereinafter be referred to as standard crews.

Section 1

All employees holding a seniority date on the Conductor seniority roster and who have successfully completed their probationary period as of April 20, 2015 shall be known and designated as “protected employees”. Any such employee in a dismissed or suspended status as of April 20, 2015, or thereafter, who is subsequently reinstated with seniority rights unimpaired, shall also be protected employee.

Section 2

- A. The term “must-fill” positions are positions covered by agreements between Carrier and SMART-TD, consisting of no less than one (1) Conductor A position and one (1) Conductor B position constituting the minimum crew and other positions designated as “must-fill” by the Carrier.
- B. Must-fill vacancies will be filled in seniority order by protected and non protected employees as provided under existing schedule rules.

If there is no one from the Guaranteed Conductor’s extra board available to be called and used on a known must-fill vacancy, and the Carrier has gone through the proper order of call (as detailed in Article 2.3, Section 3) and the Conductor B position could not be filled, then the Conductor A position will be paid at the time and one half (1 ½) rate of pay for the entire shift

Section 3

- A. Conductors shall be called and used on must-fill vacancies under existing schedule rules.
- B. Subject to the Five Day Work Week Agreement and existing schedule rules, protected employees who have performed service their five (5) straight time eight (8) hour shifts in their assigned work week will not be called and used for additional yard tours of duty at the overtime rate when other yard employees are available for must-fill vacancies at the straight time rate.
- C. Employees will not be forced to fill Conductor positions when they have completed their five (5) straight time eight (8) hour shifts, or three (3) twelve (12) hour shifts in their work week.
- D. When all employees have fulfilled their five (5) straight time eight (8) hour shifts, or three (3) twelve (12) hour shifts in their work week, employees will then be called, in the order prescribed in Article 2.3, Section 3 and offered the opportunity to fill must-fill vacancies at the applicable yard rate of compensation.
- E. Nothing in this Agreement is to be construed so as to permit any employee to perform service more than one (1) tour of duty per calendar day except when all available yard employees have performed service on that calendar day and additional service is required, subject to the Federal hours of service regulations.

Section 4

In the event a standard crew member fails to report for duty at the assigned reporting time, the remaining crew member may be required to start service as a reduced crew. If the absent crew member fails to show up at the job site within fifteen (15) minutes from the start of the shift, and there is an available Conductor, the Conductor will be called. The remaining crew member may be required to work as a reduced crew, and shall be paid at the time and one half (1 ½) rate for the entire shift.

A member of a single Conductor crew will not be disciplined, censored or criticized for incidents or accidents as a result of working on a single Conductor crew, except for violations which are obvious and substantiated operating rule violations.

Section 5

In the event that a member of a standard yard crew discontinues duty before completion of the crew's tour of duty, such employee shall be paid for actual time worked and supplement the remaining time with sick leave or Personal Time Off (PTU).

If there is an available Conductor and the shift has been on duty less than four (4) hours, the Conductor will be called. The remaining crew member may be required to work as a reduced crew and shall be paid time and one half (1 ½) for the entire shift.

The Carrier has the right to tie the crew up without a penalty of any kind.

A member of a single Conductor crew will not be disciplined, censored or criticized for incidents or accidents as a result of working on a single Conductor crew, except for violations which are obvious and substantiated operating rule violations.

Section 6

- A. Portable radios will be furnished for use by all Conductors. Such radios will not exceed three (3) pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employee will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.
- B. Consistent with FCC regulations, sufficient frequency channels will be utilized to provide safe communication.
- C. Except in emergencies, yard crews will not be required to start switching or perform industrial work or perform transfer service without operable radios, nor will they be censored or disciplined in any manner for refusing to do so. (See Scope Rule for definition of emergency.)

Section 7

The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single Conductor assignments, such as, but not limited to pilots. Carrier retains the right to assign a Conductor or Utility to any or all jobs, thereby making crew of ground service employees to three (3).

Section 8

Subject to legal restrictions, to expedite attrition, an individual protected employee may request or may be offered by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for themselves and their dependents in lieu of a portion or all of the severance allowance agreed upon, if they desire.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and the City of Tacoma.

Section 9

Subject to the Carrier's legal and contractual obligations, when selecting new applicants for training for service in the Locomotive Engineer craft, opportunity shall be given to employees in yard service represented by SMART - TD on the basis of their relative seniority standing, fitness, and other qualifications being equal. The Carrier will post notice when seeking new applicants for training.

Section 10

The parties hereto recognize the complexities involved in this Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Superintendent. Such conferences will be held promptly at the request of either party.

Section 11

The parties to this Agreement shall not serve or progress prior to the attrition of all protected employees any notice or proposal for changing the specific provisions of this Agreement governing (1) pure attrition, (2) protected employees. This section will not bar the parties from making changes in the above provisions by mutual agreement.

ARTICLE 7.0 – RETURN TO WORK CONDITIONING

The Carrier and Union agree that Conductor(s) who are in the process of recovering from illness or injury(s), occurring either on or off duty, resulting in physical or psychological disabilities which have caused such individuals to become temporarily unfit for service, in their normal capacity as a Conductor, shall be permitted to return to their working environment as part of a medically approved course of therapy subject to the following terms and conditions.

A recovering employee will be permitted to accompany and assist a crew consisting of one (1) or more Conductors when engaged in the performance of duties falling within the usual scope of their yard service assignments.

The recovering employee will not work or perform duties on an independent basis, substitute or fill in for a member of any crew, or otherwise do work which, under provisions of the Rules and Agreements, would have required the use of another employee. The recovering employee must be accompanied by a crew member and shall remain at arms length when assisting the working crew members in the performance of their duties.

The pay of Conductors will not be affected when a recovering employee is assigned to accompany their crew. The working members will receive the same compensation (allowances, arbitrary payments, etc.)

they otherwise would have received, for services rendered, without the addition of an auxiliary employee to the crew.

The Carrier will prepare a work conditioning schedule for each employee who desires to participate in the program. A copy of the work conditioning schedule will be provided for the Local Chairman.

The work conditioning schedule must be pre-approved by competent medical authority, including the injured employee's personal physician when requested, prior to commencement of the first shift.

The work conditioning schedule will consist of not more than (4) assignments operating in the first and second starting time brackets during a calendar week and shall not include assignments operating on Saturday and/or Sunday. The number of hours a recovering employee will be permitted to work may gradually be increased up to a maximum of six (6) hours per tour of duty and shall continue at that level until the employee has fully recovered and is released for unrestricted service.

An employee participating in the work hardening program, who is experiencing physiological discomfort, will not be criticized or disciplined for failure to complete a shift.

An employee participating in the work conditioning program will not be scheduled to report for duty on days when medical examinations, physical therapy, or other prescribed medical or therapeutic procedures are performed.

Employees participating in the work conditioning program will be compensated a basic day at their applicable rate for each day of work conditioning.

ARTICLE 8.0 – MORATORIUM

- A. Enactment and Termination: This Agreement supersedes any and all past practices and previous agreements and/or supplemental agreements in conflict with this Agreement between the City of Tacoma, Department of Public Utilities, Tacoma Rail, and the United Transportation Union.
- B. Section 6 Notices: This Agreement is in full and final settlement of Section 6 notices of Management and the Union. The parties to this Agreement shall not serve nor process any notice or proposal for changing this agreement until January 1, 2026, to become effective January 1, 2027. This ARTICLE shall not bar the Management and the Union from agreeing upon any subject of mutual interest.
- C. This Agreement will remain in effect through December 31, 2026, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Tacoma, Washington, this _____ day of _____, 2022.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA RAIL

General Chairman, SMART-TD

Director of Public Utilities

Superintendent/Tacoma Rail

APPROVED:

Human Resources Director

Vice President, SMART-TD

APPROVED AS TO FORM:

City Attorney

Attest:

ADDENDUM A: CRITICAL INCIDENT STRESS PLAN

The Carrier's Critical Incident Stress Plan establishes protocol for promptly responding to the needs of employees involved in critical incidents as defined below. This policy is written in the interest of our employees' safety and wellbeing. It is designed to address certain needs such as professional counseling, relief from duty or other assistance following critical incidents. Employees involved in a critical incident on another railroad's property or while traveling for business are covered under the provisions of this plan.

A "critical incident" is defined as a workplace accident/incident that results in a fatality, loss of limb, or a similarly serious bodily injury that could be reasonably expected to impair a directly-involved employee's ability to perform his or her job duties safely.

A "directly-involved employee" is defined as a railroad employee:

1. Whose actions are closely connected to the critical incident.
2. Who witnesses the critical incident in person as it occurs or who witnesses the immediate effects of the critical incident.
3. Who is charged to directly intervene in, or respond to, the critical incident.

Following a critical incident, each directly involved employee will be offered the option of relief for the remainder of his or her tour of duty. Upon request, the Carrier will arrange safe transportation for affected employees. Prior to the employee(s) departing the workplace, a written incident/accident report may be required.

Directly involved employees will be offered counseling through EAP. Nothing in this policy restricts employees from seeking assistance through a health care professional of their choice. All personal health care fees incurred must be paid by the employee and/or handled through medical insurance.

Employees directly involved in a critical incident may request relief from duty for 48 hours from the time of occurrence (up to two scheduled shifts), and compensated a basic day for each shift so relieved from duty. Critical Incident Stress pay shall not be considered service performed for regular, extra or assigned employees when calculating overtime eligibility. Requests for relief from duty and subsequent correspondence must be submitted to the Terminal Superintendent's office.