

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, 2015

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, 2016, to become effective July 1, 2017.

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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:** Member of bargaining unit of Union.
- 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. **Primary Work Description:** The primary work description for each bid assignment shall be defined by the Carrier and Union prior to advertisement, and will include the agreed upon work and geographical location an assignment will work. Designation of a Primary Work Description will not serve to limit the Carrier's use of that assignment within its defined geographical location.
- 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 either gender, 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
- 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 days 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 at the same point.
- 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. Employees laying off 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.
- 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.
- 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, guaranteed extra board positions, 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 no later than midnight on Thursday. Conductors must assure that bids submitted for vacant positions will be received in the Terminal Superintendent's Office no later than midnight on the following Tuesday. 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 before midnight on Tuesday.

- 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 primary work description, the days of the week the position will work, the closing date of the bulletin and the effective date of the assignment. The primary work description for each bid assignment shall be defined by the Carrier and Union prior to advertisement.
- 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.
 - f. The three (3) twelve (12) hour crew assignments shall be restricted to the Capital and Mountain Divisions unless prior approval is obtained from the Union.
- E. Vacant positions will be awarded to the senior Conductor bidding for same. If no bids are received, the job will be filled off the extra board on a daily basis, and will be advertised again for bid. For positions which require territorial qualifications, positions will be awarded to the senior qualified employee bidding for same. Notices of positions awarded will be made by the Terminal Superintendent. Conductors awarded positions will be placed on those positions at the direction of

the Terminal Superintendent, 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.

- F. 1. An Operations Committee shall be established consisting of the General Chairman of SMART-TD, the General Chairman of BLET, the Vice Local Chairman of SMART-TD Yardmasters, the Superintendent, the Terminal Superintendent and the Manager of Operating Practices.
2. The Operations Committee will meet on the last day of each month to review the operating performance achieved during the month. The Committee will establish the work assignments of each switch job, utility worker or hostler position performing service on property owned or operated by Tacoma Rail. Work assignments will be specific by job, by day of week, will be posted in the bid document and will be categorized according to the following list:
- a. Intermodal/Marine Terminal Switching and Support Activities
 - b. Auto Facility Switching and Support Activities
 - c. Commercial Switching and Support Activities by Geographic Zone
 - d. Yard and Transfer Switching and Support Activities
 - e. Unit Petroleum and Chemical Train Switching
 - f. Tacoma Rail Mountain and Capital Division Switching and Support Activities

Note: Support activities are defined as those switching procedures required to make up or break down a cut or cuts of cars prior to actually placing them at the industry or after pulling them from the industry where the prescribed work was performed.

3. Work assignments will be determined by a consensus of the Operations Committee members. If a consensus cannot be achieved, work assignments will be operated for one month according to plans put forth by the General Chairmen of SMART-TD and BLET. The annualized productivity measurement of Revenue Moves/Switch Engine Shift will be used to determine the efficacy of the adopted work assignment schedule. The Revenue Moves/Switch Engine Shift is calculated by adding the number of intermodal platforms and commercial railcars handled by Tacoma Rail, and for which revenue was received, by the number of switch engine shifts worked in the same calendar month. If the annualized measurement should fall by five (5) percentage points or more for the calendar month after the adoption of the new work assignment schedule, the Carrier's plan for the work assignment schedule will be implemented after review by the whole Committee at its next regularly scheduled meeting.

Example: The 2014 annualized Revenue Moves/Switch Engine Shift measurement for January through July is 75.54. If the SMART-TD/BLET work assignment plan is adopted and annualized Revenue Moves/Switch Engine Shift remain at 71.76 (75.54 - 5%) or higher, the work assignment plan will remain in place for all subsequent months that this productivity measure remains above the 95% threshold.

If traffic volumes should decrease by fifteen (15) percent in any given month to month period the productivity measurement will be suspended for that subsequent month and work assignments will not be adjusted. The number of switch engine shifts may be adjusted to accommodate the reduced traffic levels by mutual agreement, to improve the Revenue Moves/Switch Engine Shift measurement.

4. **Sunset Provision:** If after January 1, 2017, the membership of SMART-TD by majority vote decide to return to a daily mark-up system, the procedures in effect from the prior contract enacted on July 5, 2005, will become effective on July 1, 2017.

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.
6. A change to the primary work description.

*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. 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 his absence. If notified while on duty, the displacement is effective when released from duty. 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 his 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 his displacement rights as specified in the twenty-four (24) hour period above, he will not be considered available for service and will not qualify for the applicable guarantee pursuant to Article 2.3, Section 10.

- C. Employees who choose to make displacements as a result of the changes described in Article 2.2, Section 2A(4), (5) or (6) 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 being displaced under the terms of this Article 2.2 will be given at least 10 hours' notice of such displacement subject to provisions of the Hours of Service Law.
- F. 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), (5), or (6) who lose displacement rights will remain on the changed position.
- G. Employees who have held a regularly assigned position for fifteen (15) 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 2H will not be allowed to bid the vacancy created thereby for one bid cycle.

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

- H. 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 2H(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.
- 3. Known temporary vacancies for vacation or sick leave of one (1) week or more may be filled by the most senior employee making his request known to the Terminal Superintendent's office. The senior employee will return his regular bid position upon the incumbent's return. This does not require the utilization of a 15 day displacement bump. The subsequent vacancy created by the most senior employee taking the "old head" job will be filled off the extra board. This move shall not create cascading moves.

- I. 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 on rest days in seniority order, regular employees in advance of their regular assignment in seniority order, then furloughed employees, other employees holding seniority in the Conductor craft, before going to other sources.
- 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. Positions on the Guaranteed Extra Board will be considered regular assignments and will be advertised as such.
- D. Any adjustments to the Guaranteed Extra Board will be made on Friday to be effective at 0001 hours on Monday. The work week for the Guaranteed Extra Board will begin at 0001 hours on Monday and extend through Sunday. The number of employees on the Guaranteed Extra Board will not be reduced except under extraordinary circumstances and not without the concurrence of the SMART – TD General Chairman. When it is necessary to reduce the number of positions on the Guaranteed Extra Board, reductions will be in reverse order of seniority.
- E. 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.
- F. Existing Guaranteed Extra Board(s) will not be abolished and/or new Guaranteed Extra Board(s) established except by mutual agreement.
- G. Carrier will provide a Guaranteed Extra Board Activity Report to the SMART – TD General Chairman on a weekly basis.

Section 2 – Marking Up on the Guaranteed Extra Board

- A. When more than one (1) employee is added to a single Guaranteed Extra Board as a result of being awarded Guaranteed Extra Board Assignments in accordance with Article 2.2– Bulletins & Bids of this Agreement, they will be placed on the Guaranteed Extra Board in seniority order.
- B. Employees exercising displacement rights to the Guaranteed Extra Board will be placed in their relative seniority order at the time of the displacement.

- C. When the Guaranteed Extra Board is reduced, it shall be done in reverse seniority order.

Section 3 – 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 his 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, the designated location and the primary work function of the assignment.
- 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). Carrier will wait ten (10) minutes after calling before considering employees to have missed their call. In the case of a busy signal, repeated attempts will be made for ten (10) minutes before considering employees to have missed their call.

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. Employees called and reporting for service and notified prior to going on duty that they will not be needed will retain their position on the Guaranteed Extra Board, and will be paid an eight (8) hour penalty which will not offset their guarantee nor count as a day worked. If the employee is called for a remote reporting location, he would also retain the arbitrary as provided for in Article 2.3, Section 8.

- B. Employees called and reporting for service, and notified after going on duty 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 the bottom of 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 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).

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.

Section 8 – Remote Reporting

- A. Any employee reporting for duty at a remote reporting point shall be paid a one (1) hour arbitrary at the straight time rate if the remote reporting location is within a thirty (30) mile radius of the yard office on SR 509, to include East Olympia. This rate shall be adjusted upward an additional thirty (30) minutes for each additional fifteen (15) miles, or part of, from our current on/off duty point, the yard office.

- B. Remote on duty reporting points at outlying areas shall include secure illuminated parking area, lights, telecommunications such as a computer, fax and telephone, heated sanitary facilities, (which include hot and cold running water, indoor flushing toilet), microwave oven and refrigerator, copies of bids and bulletins, safety notices, etc. The facility shall be in place prior to establishing the remote reporting assignment. Such on duty point will be designated by the Carrier.
- C. Extra board employees will be allowed a three (3) hour call prior to reporting for duty at a remote location.

Section 9 – Run Around on Extra Board

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

Section 10 – 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, exclusive of Article 2.3, Section 8A payments. 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 10, 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 in excess of fifteen (15%) of current business levels; and (2) that the average hours of service for the extra board employees equal less than fifty percent (50%) of the guaranteed pay.

Section 11 – Use of Regular Employees

- A. Regularly assigned employees may be called in accordance with all calling procedures and in seniority order to cover other assignments in advance of their regular reporting time or on their rest

day(s). Regularly assigned employees who accept such other assignments and are, therefore, unable to cover their regular assignments will be made whole for any loss of earnings.

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. The time for fixing the beginning assignments or meal period is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties. 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 shall be allowed twenty-five (25) minutes for a second lunch period comencing not before nine and one-half (9 ½) hours on duty and completed by ten and one-half (10 ½) hours on duty without a reduction in pay or time.
- E. Should the second meal period not be completed until after ten and one-half (10 ½) hours on duty as provided in Paragraph D., 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.
- F. 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 and tied up no later than eleven (11) hours and fifty-five (55) minutes on duty.

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 2H, 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 employees' 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 shall not be considered service performed for regular, extra or assigned employees when calculating overtime eligibility.

- 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. There shall be no overtime on overtime.
- F. 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. 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' work, unless bulletined as a 12 hour assignment.
- B. Yard jobs shall have a designated point for going on duty, and a designated point for going off duty which shall be the same. Pay of employees shall continue until they reach the point at which they start work.
- C. 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

Effective upon ratification of the Agreement, 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 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, he/she may displace any junior employee.
- F. The primary work description for each bid assignment shall be defined by the Carrier and Union prior to advertisement. The parties recognize that in order to meet a customer's immediate, unanticipated service needs, or to meet unanticipated operating exigencies at a time a regularly assigned bid crew assigned to perform said service is not present and/or available and time will not permit calling a rested extra Conductor, a regularly assigned bid crew on duty in the terminal may be used to answer this unanticipated service need. It is not the intent of the parties to utilize this provision on a daily basis for a regularly assigned bid crew. In the event a regularly assigned bid crew is utilized to perform unanticipated work for a cumulative total of three (3) or more hours in a shift, the Conductor(s) shall be paid at the time and one half (1 ½) rate of pay for the entire tour of duty. Prep time, breaks, delays and meal periods will not be deducted from the calculation for the cumulative total hours worked off the bid assignment.

Disputed claims under this clause will be conferenced, resolved and agreement reached as to the validity of the claim. All valid claims will be paid within 15 days.

- G. 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.
- H. Employees furloughed due to a reduction of forces shall be required to keep the Superintendent 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 Superintendent. 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.

- I. The management 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.
- J. 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.
- K. 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. For the classification of Locomotive Engineer, the promotional probationary period shall be 45 working days.
- 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 his/her 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 he/she 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 performed. 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 Personnel Management Policy 800.
- 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 his/her 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 his/her 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 his/her sick leave accruals up to a maximum accrual of one hundred twenty (120) days.

- F. Employees shall earn eight hours of additional paid time off for each six consecutive months during which the employee does not utilize any sick leave, to a maximum total of 16 hours off per year. This additional paid time off may be converted to cash, at the employees option. Employees shall be allowed to utilize wellness time off as additional Floating Holidays. The applicable rate of pay shall apply. Donated sick leave shall not count against an employee toward earning a wellness day for not using sick leave. Bereavement leave does count against an employee for earning a wellness day for not using sick leave.

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. Active employees coming under the scope of this Agreement and their dependents will be covered under the Regence contract, Group #10010327 or Group Health, Group #6096500 provided medical coverage in the same manner as other City employees, including the employee contribution to the premium as outlined for single employees (\$40 per month) and family coverage (\$80 per month) at the time this contract is ratified and approved by the Public Utilities Board and City Council. The employee premium contribution will become effective as soon as practicable after Council adoption of this Agreement. During the term of this Agreement, the parties may meet to discuss employee contributions subject to the provisions of Article 8 – Moratorium, Section B of this Agreement.
- 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. Medicare Supplement - Regence shall be available for purchase by retired SMART – TD members.
- D. It is agreed that upon effective date of this article and continuous thereafter the Carrier will compensate each existing employee (hired before 1/1/1997) covered under this agreement an additional sum of seventy dollars (\$70.00) each month, itemized separately.
- E. The Carrier agrees not to serve or progress any notice or proposal for changing the above paragraph D of this article prior to the attrition of all employees hired before 1/1/1997.
- F. Dental Plan: The dental plan in effect for City of Tacoma employees shall be provided to employees represented by the SMART – TD and their eligible dependents, with the City paying the same amount for said employees as for all other City of Tacoma employees.

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:

Effective upon ratification of this Agreement and during all designated open enrollment periods, all employees shall have the option to convert to Personal Time Off. The designated open enrollment period shall be during the month of November of each year for the term of this Agreement. Conversion to PTO is irrevocable.

The maximum number of Conductors awarded time off on each day shall be no less than three (3) through December 31, 2015. Effective January 1, 2016 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 he or she has 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 his or her 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. 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. Employee is allowed to use any or all of the employee's choice of sick leave or Personal Time Off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. For purposes of this section, the following definitions apply:
 - a. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.
 - b. "Grandparent" means a parent of a parent of an employee.
 - c. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
 - d. "Parent-in-law" means a parent of the spouse of an employee.
 - e. "Spouse" means a husband or wife, as the case may be.
5. Permissible Cash-out of Accrued Personal Time Off.
 - a. Unplanned Use of Personal Time Off. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December), but who has used less than 80 hours of planned Personal Time Off during the same calendar year, may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources

Department, a request for a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.

- b. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.
- c. For any request submitted pursuant to subsections a or b above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under either option set forth above shall be paid into the Employee Benefit Trust Fund.

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 his or her 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 he or she was working in 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 he or she was working in on the date of death.

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 1.12.230 and 1.12.232 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 his or her 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 he or she was working in at 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 his or her 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 three (3) through December 31, 2015. Effective January 1, 2016 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 himself 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

Holidays shall be as provided in Section 1.12.210 of the Official Code of the City of Tacoma. 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. Fourth of July;
5. Labor Day (1st Monday in September);
6. Veteran's Day (November 11);
7. Thanksgiving Day (4th Thursday of November)
8. The day immediately following Thanksgiving Day;
9. Christmas Eve Day (December 24)
10. 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 his/her 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 calendar 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, he must be available for service on the full calendar 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) calendar 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 three (3) days 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 may be granted by the Tacoma Rail Superintendent, with the approval of the Director of Human Resources, for a period not to exceed thirty (30) working days, upon the oral request of the employee for such reason as the Superintendent may deem sufficient and whenever extra employees are available. An employee granted a leave of absence may return to work consistent with Article 2.2, Section 2 (E) 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. Leave of absence without pay for more than thirty (30) days, but 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. Upon expiration of such regularly approved leave, the employee shall be allowed to exercise his seniority. 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.
- C. 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 him to take an

appointive position in the City Service; to perform Committee work for the Union; to accept official position with the Union; or for sickness or temporary disability. 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.

- D. 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 ordering such employee into active service with the Armed Forces.
- E. 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 his 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 his position for each day lost less the amount allowed him 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

The current January 1, 2015 rates of pay outlined in the salary table shall remain in effect until Council adoption of this Agreement.

All incumbents in the former classifications of 7105A and 7106A shall be reclassified to the **renamed job code 71060 Railway Conductor**, the agreed upon hourly rate of pay shall be increased to \$35.94, and will become effective with the first full pay period following Council adoption.

Section 1

In lieu of retroactivity for all hours worked from January 1, 2015 through June 30, 2015, all employees listed on the ratification incentive spreadsheet (Exhibit A) shall receive a total lump sum of \$5,600 payable as follows:

\$2,800 on July 1, 2015, and

\$2,800 on December 1, 2015

Section 2

Effective July 1, 2015 all special allowance class codes listed below shall be **eliminated and rolled into the hourly rate of pay**.

Code	Job Title
71055	Railway Switch Operator af8-92 SpecAll
71051	Railway Switch Operator Spec Allow
71052	Railway Switch Operator Prod Fund
71053	Railway Switch Operator/sp.al/prod.fd.
7105T	Railway Switch Operator Student
71065	Railway Switch Supervisor aft 8-92 Spc A
71061	Railway Switch Supervisor Spec Allow
71062	Railway Switch Supervisor P.f.
71063	Railway Switch Supervisor/s.a./pr.fd
71064	Railway Switch Supervisor/a-1 Mn. B 8/92

Effective July 1, 2015 the class codes listed below shall be **eliminated**.

Code	Job Title
71050	Railway Switch Operator
7105A	Railway Switch Operator Hired After 8/92
7106A	Railway Switch Supervisor Hired After 8/92

Effective July 1, 2015 all incumbents in the former classifications of 7105A and 7106A shall be reclassified to the **renamed job code 71060 Railway Conductor**. All special allowance daily arbitrary payments of \$27.32 for job codes 71055 & 71065 have been converted to \$3.42 per hour and added to create the new hourly rate of pay in effect for the class code listed below:

Code	Job Title	1	2
71060	Railway Conductor	*27.78	37.04

**Step 1 Student Conductor rate of pay is equal to 75 percent of the journey rate of pay of \$37.04.*

Section 3

Effective July 1, 2016 the hourly rates of pay in effect for the class code listed below shall be:

Code	Job Title	1	2
71060	Railway Conductor	*28.61	38.14

**Step 1 Student Conductor rate of pay is equal to 75 percent of the journey rate of pay of \$38.14.*

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

As soon as practicable following Council adoption of this Agreement, but not later than the first pay check in July 2015 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.

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 his/her 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

Effective January 1, 1986, 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 – REMOTE REPORTING ALLOWANCE

- A. Any employee reporting for duty at a remote reporting point shall be paid a one (1) hour arbitrary at the straight time rate if the remote reporting location is within a thirty (30) mile radius of the yard office on SR 509, to include Olympia/East Olympia. This rate shall be adjusted upward an additional thirty (30) minutes for each additional fifteen (15) miles, or part thereof, from our current on/off duty point, the yard office.
- B. Remote on duty reporting points at outlying areas shall include secure illuminated parking area, lights, telecommunications such as a computer, fax and telephone, heated sanitary facilities , (which include hot and cold running water, indoor flushing toilet), microwave oven and refrigerator, copies of bids and bulletins, safety notices, etc. The facility shall be in place prior to establishing the remote reporting assignment. Such on duty point will be designated by the Carrier.
- C. Guaranteed Extra Board employees will be allowed a three (3) hour call prior to reporting for duty at a remote location.

4.7 – 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.

4.8 – 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.

4.9 – UNION DUES AND MEMBERSHIP

It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its execution date shall, upon completion of their probationary period, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. Provided: Objections to joining the Union which are based on either bonafide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, it will be resolved under the provisions of the Railway Labor Act, as amended.

Section 1

The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2

The Union agrees that the City shall not terminate the employment of any employee under the security clause provision of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative based on religious tenets as provided herein above.

4.10 – 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 submitted in writing by or on behalf of the employee involved to the Trainmaster or Terminal Superintendent 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 employee and/or his representative 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.
- D. If a disallowed claim or grievance is to be appealed, such appeal must be submitted in writing within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. 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 procedures outlined in Paragraph C and D shall govern in appeals taken to each succeeding officer. Decision by the highest officer (Superintendent) designated to handle claims and grievances shall be final and binding unless within sixty (60) days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision from the highest officer shall be barred unless within two (2) years from the date of said officer's decision proceedings are instituted by the designated Union official on behalf of the employee before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the two(2) year period herein referred to.
- 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.

- 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

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 witnesses shall be made in writing with a copy provided to the General Chairman 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.

- 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.

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 thirty (30) 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 his 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 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, he 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 on the effective date of this Agreement shall be known and designated as “protected employees”. Any such employee in a dismissed or suspended status as of the

effective date of this Agreement, 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.
- C. 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 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. When such employee's job changes, they will be made whole for any loss of compensation that might be incurred when having to make such changes.

Loss of compensation is defined as total monies employee would have earned on the assignment employee exercised seniority to minus total monies the employee earned on the assignment that the employee was forced to.

If an employee is ran around in the order of call and fails to perform service through no fault of his/her own, the loss of compensation still applies.

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, at the individual's option, in seniority order 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 shall 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 Conductor only crew will not be disciplined, censored or criticized for incidents or accidents as a result of working on a Conductor only 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 Conductor only crew will not be disciplined, censored or criticized for incidents or accidents as a result of working on a Conductor only 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 position 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 himself/herself and his/her dependents in lieu of a portion or all of the severance allowance agreed upon, if he/she desires.

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, (3) special allowance payment to reduced crew member, (4) employee Productivity Fund or payment made in lieu thereof. 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 or failure to report for duty.

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, 2016, to become effective July 1, 2017. 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 June 30, 2017, 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 _____, 2015.

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:

EXHIBIT A: CONDUCTOR RATIFICATION INCENTIVE LIST

1	John Say	22	Andrew Ison
2	Max Chabo	23	Aaron Schwarz
3	John Pace	24	Joshua Delp
4	Robert Bailey	25	John Z. Kennedy
5	Scott Gordon	26	Rick Lopez
6	Shawn Merrill	27	Gregory Seifert II
7	James Winkowski	28	Zachary Simmons
8	Arthur Bunger	29	Jeffrey Slingsby
9	Mark Brown	30	Kevin Kesterson
10	Clayton Hoffman III	31	Scott Peery
11	Terry Storset	32	John Hylinger
12	Seth Nutter	33	Nathan S. Johnson
13	Brett Gomsrud	34	Anastasia Green
14	Steven Savy	35	John Leer
15	Earl Conklin	36	Jeremy Kuhn
16	Keith Shaw	37	Steve Siewell
17	Eric Piercy	38	Edward Appelt
18	Andrew Vormestrand	39	Joshua Shryock
19	Colby Holcomb	40	Tyler Holovach
20	Richard Drury	41	Bradley Garland
21	Timothy Kohlman		