



ORDINANCE NO. 28803

1 AN ORDINANCE amending Chapter 1.12 of the Tacoma Municipal Code, relating
 2 to the Compensation Plan, by amending Section 1.12.210, entitled
 3 "Holidays – Belt Line Railway", to provide for the addition of June 19th
 4 "Juneteenth" as a paid holiday for Tacoma Rail employees, beginning in
 5 calendar year 2022, and by amending Section 1.12.248, entitled "Personal
 6 Time Off plan", regarding criteria for a permissible cash-out of accrued
 7 personal time off for employees represented by member unions.

BE IT ORDAINED BY THE CITY OF TACOMA:

8 Section 1. That Section 1.12.210 of the Tacoma Municipal Code ("TMC") is
 9 hereby amended, effective as provided by law, set forth in the attached Exhibit "A."

10 Section 2. That Section 1.12.248 of the TMC is hereby amended, effective
 11 as provided by law, set forth in the attached Exhibit "B."

12 Section 3. That Sections 1 and 2 are both effective as provided by law.

13 Passed _____

14 _____
15 Mayor

16 Attest:
17 _____
18 City Clerk

19 Approved as to form:
20 _____
21 Deputy City Attorney

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EXHIBIT "A"

1.12.210 Holidays – Belt Line Railway.

Employees in the classifications of Railway ~~Switch Operator, Railway Switching Supervisor~~Conductor, Locomotive Engineer, ~~Senior Locomotive Mechanic, Locomotive Mechanic, Railway Shop Maintenance Worker, Railway Yard Clerk,~~ Railway Yardmaster, Railway Track Maintenance Worker, Railway Track Maintenance Supervisor, ~~Railway Track Equipment Mechanic-Welder,~~ and Railway Track Maintenance Inspector shall be entitled to holiday provisions as specified in this section.

A. Holidays – Railway ~~Switch Operator, Railway Switching Supervisor~~Conductor, Locomotive Engineer, ~~Senior Locomotive Mechanic, Locomotive Mechanic, Railway Shop Maintenance Worker, Railway Yard Clerk,~~ Railway Yardmaster, Railway Track Maintenance Worker, Railway Track Maintenance Supervisor, ~~Railway Track Equipment Mechanic-Welder,~~ and Railway Track Maintenance Inspector. Employees in the foregoing classifications shall be paid for the following holidays in accordance with the provisions of this section:

New Year's Day (January 1st)

Washington's Birthday (3rd Monday in February)

Memorial Day (last Monday in May)

Juneteenth (June 19th)

Fourth of July (July 4th)

Labor Day (1st Monday in September)

Veterans Day (November 11th)

Thanksgiving Day (4th Thursday in November)

The Day Immediately Following Thanksgiving Day

Christmas Eve Day (December 24th)

Christmas Day (December 25th)

Employees as specified above shall have two paid holidays per calendar year in addition to those above specified and for which time off shall be mandatory, these days to be mutually agreed upon by both employee and employer. To be eligible for these holidays, employees must have been or be scheduled to be continuously employed by the City for more than four months as a regular, probationary or appointive full-time employee during the calendar year of entitlement.

When any of the above-listed holidays falls on Saturday or Sunday, the day observed by Class I railroads in the area shall be considered the holiday. Employees entitled to holiday pay will be paid for such holiday whether or not it falls on an assigned rest day or vacation day of the individual involved.

B. All regularly assigned employees shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to Extra Board, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the employee's rate of pay is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the class in which he or she is working will determine the rate of holiday pay. To qualify, unless it is determined by the Belt Line Superintendent that sufficient employees are otherwise available to perform service and no additional expense will accrue to the Division, a regularly assigned employee must be in a paid status on the regular workdays immediately preceding and following such holiday, and if his or her assignment works on a holiday the employee must fulfill such assignment. A regularly assigned employee who is displaced while on vacation or paid sick leave by reason of quarterly choice of position provisions or seniority provisions of the Railway Labor Agreements will be considered an extra employee until he or she returns or exercises seniority to a regular position.

EXHIBIT "A"

C. An Extra Board employee, in order to qualify for the prescribed paid holiday, must:

1. Be in a 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.
3. If such employee cannot qualify under (1) or (2) above, then in order to qualify, he or she 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 paid status on 11 or more of the 30 calendar days immediately preceding the holiday.

The rate of pay for employees qualifying under Extra Board conditions shall be the pay for the class in which they have their Extra Board appointment. In cases where an employee may have rights to more than one Extra Board class, without being regularly assigned to any class, if the rate of pay for the Extra Board class is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the class in which he or she is working will determine the rate of holiday pay.

D. Except when exercising seniority rights from one assignment to another, all time worked on the holidays listed in this paragraph shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

EXHIBIT "B"

1.12.248 Personal Time Off plan.

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5. Permissible Cash-out of Accrued PTO.

a. A represented employee must have been enrolled in the Personal Time Off (PTO) plan for the entire calendar year (January 1 to December 31) prior to requesting a cash-out payment of PTO pursuant to ~~this~~ sections b., c., and d. Effective January 1, 2022, only represented employees whose collective bargaining agreements permit a PTO cash out but do not expressly provide the PTO cash out process set forth in subsection e. may apply for a PTO cash out pursuant to subsections b., and c., and d. below; nonrepresented employees and employees whose collective bargaining agreements expressly provide may only apply for a PTO cash out pursuant to subsection e. below.

b. A represented employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned PTO in any one calendar year (January 1 to December 31), but who has used less than 80 hours of planned PTO 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 PTO.

c. A represented employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned PTO in any one calendar year (January 1 to December 31) and who uses at least 80 hours of planned PTO 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 PTO.

d. For any request submitted pursuant to subsections b. or c. above, the cash value of the PTO shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under subsection b. or c. set forth above shall be paid into the Employee Benefit Trust Fund.

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

6. An employee shall be paid for PTO leave at the rate of pay they were~~he or she was~~ receiving the day before the PTO leave is taken.

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