

2018 - 2020
AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA RAIL DIVISION
AND
DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE
#297
AND
THE IAM AND AW
TACOMA RAIL MECHANICS UNIT

*Per the Railway Labor Act no Section 6 notice can be served prior to July 1, 2020 for an effective date of January 1, 2021.

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AND
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By and Between
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CITY OF TACOMA
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And

DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 and
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TACOMA RAIL MECHANICS UNIT

THIS AGREEMENT is between the CITY OF TACOMA, Department of Public Utilities, Belt Line Division, dba Tacoma Rail (hereinafter called the Carrier) and DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 and THE IAM AND AW (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The Carrier and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the Carrier. This Agreement has been reached through the process of collective bargaining under the Railway Labor Act with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Carrier and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 – SUBORDINATION OF 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 paramount and shall prevail.

It is also understood that provisions of Federal Railway Labor Act 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.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative at Tacoma Rail for the purposes stated in the Railway Labor Act, as last amended, of all employees employed within the bargaining unit defined by the classifications listed in Appendix A to this Agreement, except those employees specifically excluded in Appendix A.

ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices directly between the parties to this Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to affect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1

The City agrees to deduct from the paycheck of each employee who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof.

There shall be no retroactive deduction of union dues.

The Union shall notify the Carrier thirty (30) days in advance of any change in dues deduction.

Section 4.2 The Union agrees to indemnify and save the Carrier harmless against any liability which may arise by reason of any action taken by the Carrier to comply with the provisions of this Article.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Carrier recognizes and will not interfere with the right of their employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the Carrier against any employee because of his/her membership in the Union.

ARTICLE 5 – GRIEVANCES

For purposes of this Article 5 – Grievances the term “day” refers to a calendar day.

Section 5.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by or on behalf of the employee involved to the Carrier authorized to receive same, within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonable have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

Step 1 Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the Carrier official most immediately involved (written communication not required).

Step 2 The employee and/or his/her Union representative shall, as soon as possible but not later than sixty (60) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the Carrier official most immediately involved. The supervisor or official shall within sixty (60) days, record his/her disposition in written detail, returning same to the Union representative and the employee.

Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within sixty (60) days of receipt of the supervisor’s disposition take up the matter with the Tacoma Rail Superintendent, or his/her designated representative (with a copy to the City’s Labor Relations Office). Management shall, within sixty (60) days of receipt of the grievance, and after consulting with the Human Resources Director, or his/her designated representative, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved may be referred to the following processes by the Union. Within sixty (60) days following completion of the steps listed, the Union shall give notice of its intention to pursue disposition of the grievance before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 of the Railway Labor Act. Any decision by the tribunal shall have no power to add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, witnesses, and attorney’s fees. The Union and the Carrier shall share equally in the cost of services from the neutral arbitrator or tribunal. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 5.3 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 6 – WORK STOPPAGE

The Carrier and the Union agree that the public interest requires the efficient and uninterrupted performance of all Carrier services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Carrier functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the Carrier.

ARTICLE 7 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, including but not limited to the right to contract for services of any and all types.

The direction of its working force is vested exclusively in the Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees, (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with the provisions of the Railway Labor Act as amended, state or federal law or this labor Agreement.

The Carrier retains the right to evaluate the employees' performance in a manner consistent with Employee Development Performance Review (EDPR) program. The EDPR may not be used as a basis for initiating discipline or delaying a scheduled pay increase, consistent with the provisions of the 2008-2012 collective bargaining agreement between the City of Tacoma and Tacoma Joint Labor Committee.

ARTICLE 8 – UNION ACTIVITIES

Section 8.1 Authorized representatives of the Union may, after notifying the Carrier official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Carrier work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 8.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 8.3 – Steward's Right to Process Grievances Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.
- B. The Union shall furnish the Carrier with a written list of its stewards immediately after his/her designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 8.4 Union Stewards shall not be unreasonably denied layoff privileges for the purpose of attending to Union business. However, layoff must be requested of and approved by Carrier official as far in advance as possible. Requests or demands for layoff on short notice may be denied due to customer/Carrier work needs.

Section 8.5 A shared pool of up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

Section 8.6 – Negotiating Allowance: The Carrier shall pay for one (1) employee representative (on the Union negotiating committee), the regular basic daily rate of pay for each regular service performed day spent in formal negotiations between Management and the Union, up to a maximum of six (6) meetings.

ARTICLE 9 – SAFETY STANDARDS

Section 9.1 All work shall be done in a competent and professional manner.

Section 9.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, customer and department regulations legally binding upon the Carrier shall be complied with, including RULES book, bulletins and standards. Knowledge of aforementioned safety standards may be periodically examined.

An employee previously certified on Rules who fails to pass a subsequent Rules examination will be given a second Rules examination before being withheld from service.

It is recognized by the Parties signatory to this agreement that the Carrier retains existing rights to conduct Rules review, safety classes, and training classes during assigned working hours without additional pay.

Section 9.3 The Carrier will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All toilets, lunchrooms, and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated with the management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

Section 9.4 Carrier agrees to provide up to \$200.00 reimbursement for the purchase of rain gear once every two (2) years. Early replacement is contingent upon the employee turning in the rain gear which has been damaged or torn while on duty making the rain gear ineffective.

Section 9.5 All safety equipment required by the Carrier is to be furnished by the Carrier.

Section 9.6 Locomotive Mechanics and the Railway Shop Workers employed at Tacoma Rail will wear appropriately maintained safety-toed work boots. Employees will receive a boot allowance of three hundred and fifty dollars (\$350) annually toward this purchase on the first pay date in January of each year, effective following ratification of this agreement.

Section 9.7 Beginning January 1, 2019, new employees hired after the first pay cycle in January will miss eligibility for the allowances detailed in section 9.6. In lieu thereof, these employees will be eligible for reimbursements (upon presentation of receipt) of \$250 for safety-toed boots.

Section 9.8 Once each year, and at the Shop Steward’s request, labor and management will meet to review all Material Data Safety Sheets with applicability to the bargaining unit for the purpose of ensuring compliance with safe handling requirements for hazardous materials.

ARTICLE 10 – WORKING CONDITIONS

Section 10.1 – Personal Time Off (PTO) Employees hired after January 1, 2003 who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan.

The provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Tacoma Municipal Code state, in part:

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 tenths (0.10) of an hour 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.

For purposes of this agreement unplanned personal time off is defined as a request which is received by the supervisor with less than seventy-two (72) hours' notice.

Personal Time Off may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which does not qualify for mandatory paid sick leave and 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 provide care for a family member with a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

- a. A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child.
- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

Sick leave or Personal Time Off may be used when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official.

5. Permissible Cash-out of Accrued Personal Time Off, consistent with TMC 1.12.248.
 - a. 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.

Section 10.2 – On-the-Job Injury Any Tacoma Rail employee injured on the job shall elect (1) whether to be reimbursed for medical expenses and time loss by the Carrier under Chapter 1.12 of the Tacoma Municipal Code, on a full release basis, or (2) through the provisions of the Federal Railroad Retirement Act, or (3) the Railroad Federal Employers' Liability Act. The Carrier, in the event the employee elects to proceed under alternate (2) on demand and proper invoice shall reimburse the Railroad Retirement account for such costs so expended from said account on the employee's behalf. In the event the employee elects to proceed under alternate (3), the Carrier shall be credited with an offset for any such costs expended on behalf of the employee. Any PTO used under alternates (1) and (2) shall be reinstated to the extent of that credited and accumulated prior to such injury but not to exceed ninety (90) days in total.

Section 10.3 – Holidays This Section supersedes specific provisions of Section 1.12.210 of Tacoma Municipal Code and Section 6.12 of the Tacoma Joint Labor Agreement with which it conflicts. Where this Agreement is silent, the holiday rules of the Tacoma Joint Labor Agreement and Tacoma Municipal Code shall control. Employees covered by this Agreement shall be provided or compensated for the following holidays in accordance with the provisions of this section::

New Year's Day (January 1)

Memorial Day (last Monday in May)

Fourth of July

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

The day immediately following Thanksgiving Day

Christmas Eve Day (December 24)

Christmas Day (December 25)

All holidays shall be observed on the day in which they fall.

An employee shall receive eight (8) hours of straight time pay for the holiday provided he/she is in paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

When a holiday falls on an employee's rest day, s/he may request the preceding or following day off as unpaid. Subject to Management discretion and based upon staffing requirements, the employee may be allowed to take an alternate day off as unpaid within the same pay period as the holiday. In the event two or more requests are received for the same day, seniority shall prevail.

In the event sufficient Locomotive Mechanics and Railway Shop Workers are available for service as determined by Management, and no additional expense will accrue to the Carrier, the requirement that a Locomotive Mechanic or Railway Shop Worker performs service on his/her workdays immediately preceding and following such holiday as defined in Section 10.3 may be waived.

NOTE: Carrier and Union agree that mechanics and shop workers shall be asked in seniority order to work on a designated holiday in the above paragraph. In the event no senior mechanic or senior shop worker desires to work and Carrier still requires their service, the junior mechanic and the junior shop worker may be forced. In any event all service performed on one of the holidays listed above shall be two (2x) times the employee's regular rate of pay.

Floating Holidays In addition to the days listed above, eligible employees shall receive four (4) additional paid holidays per calendar year for which time off shall be mandatory. When combined with recognized holidays above, this constitutes a total of 12 holidays per year, equivalent to that provided by the Tacoma Joint Labor Agreement. An employee will receive eight (8) hours of straight time pay for the floating holiday. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the Carrier for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. Such additional holidays shall be scheduled so as to meet the operating requirements of the Carrier and, as far as practicable, the preferences of the individual employees. The floating holiday may not be taken without prior approval of the appointing authority. Floating holidays must be taken in the same calendar year in which they are earned. Upon separation from the City service, an employee shall not be eligible for compensation for any unused floating holidays.

Section 10.4 – Benefits Medical, dental, hospital and disability insurance shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.5 – Life Insurance Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one times his/her annual salary, rounded to the next highest thousand dollars.

Section 10.6 – Jury Duty Leave of absence for jury duty and payment therefore shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2018 to and including December 31, 2020, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto under the provisions of the Railway Labor Act as amended. It is the intent of the parties to this Agreement that a Section Six Notice for change or modification shall not be submitted prior to July 1, 2020 to be effective no sooner than January 1, 2021.

ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination against any and all classes protected under federal, state or local laws, including but not limited to: race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

Section 12.2 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

ARTICLE 13 – HOURS OF WORK; OVERTIME; AND SHIFT ASSIGNMENTS

Section 13.1 – Shift Assignments

A Employees working the day shift shall be present at the work location for a period of eight and one-half (8 ½) hours. One-half (½) hour shall be allowed for a lunch break. Swing shift employees shall be present at the work location for a period of eight (8) hours. One-half (½) hour shall be allowed for a lunch break. One 15 minute break will be allowed for within the first four hours of the shift and another 15 minute break within the last remaining four hours of the shift. The parties understand that variable schedules may be necessary and permitted, provided that day shift employees remain at the work premises for eight and one-half (8 ½) hours. Any hours worked exceeding the regular workday as set forth hereinabove, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

The employee scheduled for blue flag protection shall observe the designated lunch period between the hours of 11:30 – Noon. If the employee is required to drop the blue flag during the lunch period, the employee shall be entitled to thirty (30) minutes at the overtime rate of pay for the last thirty (30) minutes of the eight and one-half (8 ½) hour shift as described above.

NOTE: Interpretation of Paragraph A –Carrier and Union agree that an employee voluntarily changing their work shift would only be entitled to overtime rate of pay for those hours exceeding 8 hours daily or 40 hours weekly. If no employee volunteers, the least senior employee available for the shift requiring coverage shall be forced from their currently assigned shift and be paid at the overtime rate of pay, as specified in paragraph C.5 of this Article.

B The Union recognizes that changes in operations or workload may necessitate changes in hours of work and days off. The alternate work schedule assignment to shifts will be done by seniority bid. Any newly established schedule will include two consecutive days off should alternate schedules be established.

All assignments shall be offered for seniority choice the week of January 1st April 1st, July 1st and October 1st of each year. It is understood this provision shall not eliminate bulletining of assignments required under the Agreement.

Note: The above shall be considered as complied with if the bid is received during the week but not later than 3:00 PM on the last Friday preceding the dates set forth, Employees are required, in seniority order, to designate orally the regular assignment of their choice on a quarterly basis, subject to other provisions of this agreement. Assignment designations shall be effective at 12:01 AM of the Monday following the date choice is made. Employees absent during the bulletin period shall be allowed one (1) day after they report for duty, to exercise seniority on assigned days off advertised or requested during their absence.

C Assigned Shifts:

1. Seniority shall determine job placement. Senior bidder shall be assigned. In the event no bids are received, the mechanic with the least seniority shall be assigned.
2. All jobs will be bid for 24 hours as measured from 8:00 AM to 8:00 AM, excluding Saturday, Sunday and Holidays in advance of the bid award or assignment. Bids posted on Friday will be awarded on Monday unless Monday is a holiday.
3. All jobs cancelled, annulled or abolished require a 48 hour notification in advance of change.
4. An employee with a regular assignment who takes another assignment, shall take the conditions of that assignment. If this results in the employee working more than five (5) days in the period starting with the first day of the employee's old work week and ending with the last day of the employee's new work week, such day or days shall be paid at straight-time rate.
5. An employee forced to perform service outside his assigned shift will receive the overtime rate of pay. Training conducted at the employee's request and on a regularly scheduled work day which requires a shift change will be paid at the regular straight-time rate of pay
6. Employees assigned other than day shift shall be entitled to a 30 minute meal period during their 8 hour shift with no deduction of pay. (Also recognized as shift differential.)
7. Bid information is required to include, but not limited to the following:
 - a. Bid number;
 - b. Shift and rest days;
 - c. Hours of work; and
 - d. Affected employee, where applicable.
8. It is recognized that a relief position may be assigned different shifts on different days but relief position(s) shall be assigned two (2) consecutive days of rest.
9. In the event of a shortage of employees to meet the staffing requirements on any shift, the employer will first request volunteers to meet the staffing requirements. In the event there are no volunteers, the least senior available mechanic(s) will be assigned. Employees will generally be provided with a minimum of 8 consecutive hours off between shifts, unless voluntarily waived by the employee. An employee may be released from work early without pay in order to provide for required periods of rest.

Section 13.2 – Meal Reimbursement: When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the Carrier and brought to the employees, if so requested.

- A. An employee working non-scheduled overtime (including call backs) at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal reimbursement of \$15.00.

EXAMPLE:	Over 2 hours to 6 hours	\$15.00 maximum
	Over 6 hours to 10 hours	\$30.00 maximum
	Over 10 hours to 14 hours	\$45.00 maximum

- B. Employees will not be eligible for meal reimbursement when working scheduled overtime on their regularly scheduled days off.

Section 13.3 – Call Backs, Short-Notice Layoffs and Standby

- A. All call backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that a penalty for travel time, computed at the rate of thirty (30) minutes at time and one-half the employee’s regular salary, shall be paid each way to and from work. If such a penalty is paid, the combined total of one (1) hour used to compute that penalty shall count toward fulfilling the two (2) hour guarantee set forth above.
- B. In the event it becomes necessary for the Carrier to fill a vacancy due to a short-notice layoff, Carrier shall make calls in seniority order. The parties agree that a fifteen (15) minute response time from the time each call is placed is a reasonable amount of time for an employee to respond. The most senior employee to respond within their fifteen (15) minute window shall be considered responsible for protecting that shift.
- C. Employees assigned to standby shall receive three dollars (\$3.00) per hour for those hours so assigned. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a pager or be available by phone. Assignment for standby time and scheduled overtime will be done by a voluntary system. Qualified employees who volunteer will be assigned on a rotating system. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Employees working a call-out shall be allowed an eight (8) hour rest break, if desired, before returning to their regular shift.
- D. In Labor Management meetings to be commenced following ratification of this Agreement, the parties will meet and confer to develop a system for assignment of Standby duties to qualified employees to address mechanical issues during periods in which insufficient staffing is otherwise available.

ARTICLE 14 – LOCOMOTIVE MECHANIC TRAINEE PROGRAM

Carrier and Union agree through labor management process to develop a locomotive mechanic trainee program.

ARTICLE 15 – 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 the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 16 – DISCIPLINE

Section 16.1 – General Requirements

A. It is understood that the parties hereto are also governed by provisions of the Federal Railway Labor Act (RLA), 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 notwithstanding.

B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 16.2B1. Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.

C. An employee shall not be held from service pending an hearing except in serious cases, such as theft, altercation, Rule "service" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous. Suspension pending a hearing will not be considered as prejudicial to the employee and will be used sparingly by the Carrier.

Section 16.2 – Formal Hearing

A. Notice of Hearing

1. An employee directed to attend a formal investigatory hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing within a reasonable period of time but not to exceed ten (10) days from the date of occurrence of, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the employee 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 Shop Steward a copy of the signed notice.
2. The notice shall state the date, time and place the hearing is to be held which shall not be 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.
3. The Carrier will 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. 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 facts.
4. The notice shall inform each employee, so notified of the right to representation and to bring in witnesses.
5. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section 16.2B, the notice of hearing shall so specify.

B. Waiver of Hearing

1. 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 acknowledgement 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 (1) shall not establish precedents in the handling of any other cases.
2. 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.

Postponements of Hearing

6. Consistent with the provisions of Section 16.2 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

C. Conduct of Hearing

1. 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.
2. NOTE: When another Carrier is involved, this will 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.
3. The employee shall have the right to be represented at the hearing by an employee or an organization 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.
4. An employee's personal service record will 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.
5. If the formal hearing is not held within the time limits specified in Section 16.2, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
6. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

Section 16.3 – 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 will 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 will 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 appropriate Carrier facility.

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

Section 16.4 – Hearing Decision

- A. If the formal investigatory hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by mail (certified or registered U.S. mail) or hand-delivered with an additional copy provided for the Shop Steward.
- B. Employees must be notified within fifteen (15) calendar 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.

Section 16.5 – Compensation for Attending Hearings

- A. Witnesses, as referred to in Section 16.2A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will 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.
- B. 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.
- C. If hearing is conducted during working shift, no additional payment will be made for attending hearing.
- D. 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 will 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.

Section 16.6 – Time Limit on Appeal

For purposes of this Article 16, 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).

- A. 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 Business Representative or Shop Steward 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 Section 16.5. 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 IAM & AW before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

- B. 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 Section 16.6 of this Agreement.
- C. 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.
- D. 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.

Section 16.7 – Effect of Time Limits

- A. The time limits and other processes set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary. Time limits may be extended by mutual agreement in writing.

ARTICLE 17 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of two (2) members of Labor, the Union Business Representatives or a designee, and one (1) bargaining unit employee appointed by the Union; the Human Resources designee; and one (1) management staff member appointed by the Rail Superintendent.

The Committee shall be advisory in nature and will meet on a quarterly basis on the first Thursday in the months of January, April, July and October. Meetings may be cancelled or postponed by mutual agreement. In the event that the first Thursday of January or July is a recognized holiday, the meeting will be rescheduled at a mutually agreed upon time. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

The Committee shall establish its own rules of procedure and time and place of meetings. The Chair of Committee shall rotate between Labor and Management.

ARTICLE 18 – PRODUCTIVITY STATEMENT

The excellent work standards exhibited by Tacoma Rail employees in the past have made Tacoma Rail a successful operation. The rates of pay currently in effect reflect the work standards and requirements of the classifications covered under this agreement. The pride, commitment and dedication of the employees will assure continued success in the future.

ARTICLE 19 – TRAINING PROGRAM

Section 19.1 The training program is defined as that program which provides cross training, and lateral or upward movement for Tacoma Rail employees.

The first completed work shift after completion of the training program will establish a seniority date. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities.

This provides for Seniority Rights, subject to the City's legal and contractual obligations. The Carrier agrees that Civil Service examinations shall be held on a promotional basis for all other than entry-level positions from among current employees who meet the minimum qualifications. The Carrier is not restricted from also holding the examination for the above positions on an open basis when necessary to obtain a sufficient number of qualified eligibles. The following terms and conditions shall apply:

- A. Training Program – All Tacoma Rail employees who voluntarily apply and are accepted to participate in the training program shall retain and continue to accrue seniority previously established.
- B. The Union agrees to designate a training coordinator to facilitate the training of candidates. The Carrier must concur with the employee who is designated as training coordinator. An employee assigned this function will be paid one hour of straight time pay for each day so assigned.
- C. Training Options Include – (1) Railway Conductor; (2) Railway Yard Clerk; and (3) Railway Track Maintenance Worker.
- D. Rates of Pay – Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.
- E. Candidates who have successfully completed training must protect the last craft for which training was completed.
- F. The training program will be a minimum of six (6) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- G. Once a candidate has successfully completed the training program, a 125-work shift probation period begins. Evaluations will be conducted throughout the probation. After probation completion, a permanent appointment to the classification may be made.
- H. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

APPENDIX A

DISTRICT LOCAL #160 of the IAM and AW on behalf of LOCAL LODGE #297

TACOMA RAIL MECHANICS UNIT

Effective January 1, 2018 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by the amount equal to three (3%) percent.

The following matrix shows wages effective January 1, 2018:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	29.73	31.54	33.36	35.18	36.99
71410	Locomotive Mechanic, Senior	40.29				
71420	Railway Shop Worker	22.92	24.04	25.21	26.43	27.84

Effective January 1, 2019 and retroactive exclusively for bargaining unit members employed upon the date of the Union’s ratification of this Agreement, the top step hourly wage shall increase by the amount equal to three and six tenths (3.6%) percent. The Railway Shop Worker classification (71420) shall receive an additional one dollar (\$1.00) per hour increase applied to the top step after calculation of the across the board wage adjustment.

The following matrix shows wages effective January 1, 2019:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	31.53	33.10	34.76	36.50	38.32
71410	Locomotive Mechanic, Senior	41.74				
71420	Railway Shop Worker	24.55	25.78	27.07	28.42	29.84

Effective January 1, 2020, the hourly wages shall increase by the amount equal to three (3.0%) percent.

The following matrix shows wages effective January 1, 2020:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	32.47	34.10	35.80	37.59	39.47
71410	Locomotive Mechanic, Senior	42.99				
71420	Railway Shop Worker	25.29	26.55	27.88	29.27	30.74

Locomotive Mechanic, Senior

Employees assigned the duties of the Senior Locomotive Mechanic classification in the event of a vacancy in that classification (“set up”) shall receive the corresponding pay for each day so assigned and having served in that capacity. Employees utilizing unplanned sick leave or unplanned PTO (as defined in section 10.1.B.3 of this Agreement) on the day immediately after a “set up” will be paid at their normal hourly rate, but without the “set up” rate.

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. During this period, employees may be disciplined or terminated with or without cause and without access to a Formal Hearing or the Grievance Procedure.

Longevity Pay

Employees who currently qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after ratification of this Agreement shall not be eligible or participate in the longevity program.

Supplemental Pension

Upon ratification of this Agreement, the Carrier will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

Wage Overpayments

In the interest of incentivizing employee retention, employees covered by this agreement and in active service shall be eligible for Carrier forgiveness of wage overpayments associated with the Western Metal Pension plan rehabilitation contributions based upon the following schedule:

January 1, 2018	Forgive up to \$2,000
October 1, 2018	Forgive up to \$1,000
July 1, 2019	Forgive up to \$1,000
April 1, 2020	Forgive up to \$1,000
December 31, 2020	Forgive up to \$1,000

While continuously employed with the Carrier, the Carrier will hold in abeyance the outstanding amount of the wage overpayments referenced above. Should an employee separate from employment for any reason, any outstanding amount shall become immediately due. It is the intent of the parties to remove this clause from the successor to this Agreement.

EXECUTED IN TACOMA, WASHINGTON, ON THIS ____ DAY OF _____ 2018.

City of Tacoma
Department of Public Utilities

District Lodge #160 of the IAM and AW
on behalf of LOCAL LODGE #297

Director of Public Utilities

Business Representative

City Manager

Shop Steward

Human Resources Director

Superintendent Tacoma Rail

Finance Director

APPROVED AS TO FORM:

City Attorney

Attest:

City Clerk