

2020 - 2023

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL

AND

DISTRICT LODGE #160

on behalf of LOCAL LODGE #297 of the
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

YARD CLERK UNIT

*Per the Railway Labor Act, no Section 6 Notice can be served prior to July 1, 2023 to become effective January 1, 2024.

TABLE OF CONTENTS
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL
and
DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 of the IAM and AW
YARD CLERK UNIT

PREAMBLE 3
ARTICLE 1 – SUBORDINATION OF AGREEMENT 3
ARTICLE 2 – RECOGNITION AND BARGAINING UNIT 4
ARTICLE 3 – JOINT LABOR COMMITTEE 4
ARTICLE 4 – UNION MEMBERSHIP AND DUES 4
ARTICLE 5 – WORK STOPPAGE 5
ARTICLE 6 – MANAGEMENT RIGHTS 5
ARTICLE 7 – UNION ACTIVITIES 5
ARTICLE 8 – SAFETY STANDARDS 6
ARTICLE 9 – PERSONAL TIME OFF / VACATION 7
ARTICLE 10 – SICK LEAVE 11
ARTICLE 11 – ON THE JOB INJURY 12
ARTICLE 12 – HOLIDAYS 13
ARTICLE 13 – BENEFITS 14
ARTICLE 14 – NON-DISCRIMINATION..... 15
ARTICLE 15 – HOURS OF WORK 15
ARTICLE 16 – AVAILABILITY AND LAYOFF PROCEDURES..... 15
ARTICLE 17 – OVERTIME 16
ARTICLE 18 – GUARANTEED POSITION 17
ARTICLE 19 – EXTRA BOARD 17
ARTICLE 20 – RAILWAY YARD CLERK DUTIES 18
ARTICLE 21 – TRAINING 19
ARTICLE 22 – SENIORITY 20
ARTICLE 23 – DISCIPLINE 20
ARTICLE 24 – TIME REPORTS AND GRIEVANCES 24
ARTICLE 25 – LABOR MANAGEMENT COMMITTEE 25
ARTICLE 26 – SAVING CLAUSE 26
ARTICLE 27 – TERM OF AGREEMENT 26
APPENDIX A 27

2020 - 2023
AGREEMENT
By and Between
the
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba TACOMA RAIL
And
DISTRICT LODGE #160 on behalf of LOCAL LODGE #297
of the International Association of Machinists and Aerospace Workers
YARD CLERK UNIT

THIS AGREEMENT is between the CITY OF TACOMA (hereinafter called the Carrier and DISTRICT LODGE #160 OF THE IAM AND AW on behalf of LOCAL LODGE #297 (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 Law also 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 amended, for all the clerical positions including, but not limited to, listed as follows:

Appendix A

7101 Railway Yard Clerk

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 matter 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 effect this end.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City agrees to deduct from the pay 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 – 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 6 – 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, state or federal law or this labor agreement.

ARTICLE 7 – UNION ACTIVITIES

Section 7.1 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 7.2 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 7.3 - Stewards 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 7.4 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 7.5 Negotiations The Carrier shall pay the regular straight-time rate for all hours spent in formal contract negotiations between Management and the Union for one (1) Yard Clerk for each negotiation session up to a maximum of eighty (80) hours.

Section 7.6 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.

ARTICLE 8 – SAFETY STANDARDS

Section 8.1 All work shall be done in a competent and professional manner.

Section 8.2 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. Periodic safety training will be provided. Knowledge of aforementioned safety standards may be periodically evaluated. 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 right to conduct rules review, safety classes and training classes during assigned working hours without additional pay.

Section 8.3 The employer 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 8.4 Union stewards and/or business representatives or member designated by the Union may attend all safety committees and act as ex officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

Section 8.5 Yard Clerks employed at Tacoma Rail will wear work boots that have ankle support and steel shank soles while on duty. Employees will be granted a \$300 boot allowance payable on the second pay cycle in January of each calendar year.

Beginning January 1, 2020, new employees hired after the second pay cycle in January will miss eligibility for the boot allowance. In lieu thereof, these employees will be eligible for reimbursements for the initial purchase of the required footwear up to \$200 for safety-toed boots, upon presentation of receipt.

ARTICLE 9 – PERSONAL TIME OFF / VACATION

Section 9.1 Personal Time Off. During all designated open enrollment periods, all employees shall have the option to convert to Personal Time Off. Conversion to PTO is irrevocable.

Employees hired after January 1, 2009 and 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 Tacoma Municipal Code. For convenience, that section says, in part:

A. Rate of accrual of Personal Time Off.

1. Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. 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 with a minimum of four (4) hours.

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 use of personal time off is defined as less than seven (7) calendar days' notice.

A. Personal Time Off may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public 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 9.2 Vacation Employees hired prior to January 1, 2009 and who have elected to remain on the vacation leave plan shall have vacation as provided in Section 1.12.220 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.220 provides in part for the following:

A. Rate of accrual of vacation leave.

1. Full-time employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service.

Completed Years of Service	Accrued Hours Per Pay Period	Number of 8-hour Days of Per Year
0 through 3 years	3.69	12
4 through 7 years	4.6	15
8 through 13 years	5.22	17
14 through 18 years	6.14	20
19 years	6.45	21
20 years	6.76	22
21 years	7.07	23
22 years	7.38	24
23 years	7.69	25
24 years	8	26
25 years	8.31	27
26 years	8.62	28

27 years	8.93	29
28 or greater years	9.24	30

The appropriate bi-weekly accrual shall be credited for each bi-weekly 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 will be completed.

2. 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.
3. Extra Board employees will accrue vacation prorated on the number of hours worked.
4. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
5. 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 Carrier, and, as far as practicable, the preferences of the employees.
6. Vacations shall be taken in one (1)-hour increments with a minimum of four (4) hours.

ARTICLE 10 – SICK LEAVE

Section 10.1 Sick Leave Employees hired prior to January 1, 2009 and who have elected to remain on the sick leave plan shall have sick allowance with pay as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code and the Joint Labor Agreement. Section 1.12.230 provides in part for the following:

- A. Each regularly employed full-time employee shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period which is equivalent to approximately one working day for each full calendar month of service. There is no limit to the number of days sick leave an employee may accrue.
- B. Sick leave shall be taken in one (1) hour increments with a minimum of four (4) hours.
- C. An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty-five (25%) percent of his/her sick leave accruals; an employee separated in good standing from service for any other reason is compensated to the extent of ten (10%) percent of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

Section 10.2 - Supplemental Benefits There is hereby established a non United States governmental plan for sickness insurance, within the meaning of Section 1 (j) of the Railroad Unemployment Insurance Act. The purpose of this plan is to supplement the sickness benefits payable under the Act, not to replace or duplicate those benefits. Benefit payments under this

plan are not intended to be wages or salary or pay for time lost and will not increase an employee's "years of service" under the Railroad Retirement Act.

- A. 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 will 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. Sickness benefits paid under this Article 10 shall be equal to one hundred (100) percent of the employee's regular basic daily rate; provided that if the employee has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that the employee has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.
- C. Where the benefits under this Article supplement an allowance from a Railroad Retirement Board (RUIA), the combined total of such supplemental benefits and the allowance received from the Railroad Retirement Board for any one (1) day shall not exceed one hundred (100) percent of the appropriate basic daily rate. A Yard Clerk who forfeits any allowance from the Railroad Retirement Board because of failure to timely file for such benefits shall also forfeit any benefits he would otherwise be entitled to under this Article. By mutual agreement, as a result of collective bargaining under the provisions of the Railway Labor Act, as amended the Carrier agrees to pay the employee one hundred (100) percent of his/her basic daily rate including benefits received from RUIA and the employee upon receipt of RUIA benefits shall endorse and turn over to Tacoma Rail monies received. Failure to comply with this agreement shall be cause for forfeiture of all benefits under this agreement including monies and hours. Flagrant violations of this agreement shall be cause for disciplinary action. Employees paid in advance under the provisions of this Article, and failing in their responsibility that causes forfeiture of benefits shall be liable to repay monies received to Carrier.
- D. Benefits under this Article apply to non-occupational injury or bona fide sickness of organic origin and of sufficient severity to disable the employee, provided that such non-occupational injury or sickness was not caused by the use of drugs or intoxicants, recklessness, gross negligence or any act contrary to law. Benefits shall not apply to routine doctor or dental appointments.
- E. In order to be granted benefits under this Article, the employee must report to the proper authority the reason for the absence and keep the Assistant Superintendent - Administration informed of his condition if the absence is of more than four (4) working days' duration. The Assistant Superintendent - Administration 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.

ARTICLE 11 – ON THE JOB INJURY

Any Tacoma Rail employee injured on the job shall elect (1) whether to be reimbursed for medical expense and time loss by the City under Chapter 1.12 of the Tacoma Municipal Code on a full release base, 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 sick leave 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. In the event of a change to Chapter 1.12 of the Tacoma Municipal Code, the parties agree to enter into immediate negotiations to resolve any conflicts of this Article with the Tacoma Municipal Code.

ARTICLE 12 – HOLIDAYS

Section 12.1 - Holidays: This article supersedes provisions of the Tacoma Municipal Code and Section 6.12 of the Joint Labor Contract with which it conflicts. Railway Yard Clerks shall be 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;
and Christmas Day (December 25).

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

An employee shall receive pay for the holiday provided he/she is in a 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, he/she 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 Yard Clerks are available for service as determined by Management, and no additional expense will accrue to the Carrier, the requirement that a Yard Clerk performs service on his/her workdays immediately preceding and following such holiday may be waived.

NOTE: The employee who bid the shift which includes the holiday shall have first right to work the holiday. If the employee declines, the Carrier and Union agree that Yard Clerks shall be asked in seniority order to work on a designated holiday in the above paragraph. In the event no senior Yard Clerk desires to work and Carrier still requires their service, the junior Yard Clerk(s) may be forced. In any event all service performed on one of the six holidays listed above shall be at two (2) times the regular rate.

- A. Floating Holidays: In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. 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 shall be taken in 12-hour increments.

- 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 list, 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/she is working will determine the rate of holiday pay.

ARTICLE 13 – BENEFITS

Section 13.1 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 13.2 Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay fifty percent (50%), or more, as budgeted therefore, 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 13.3 - Jury Duty A regularly employed full time Yard Clerk shall be granted leave of absence at his/her normal rate of pay if called for jury duty. Carrier and Union agree that employees covered by this Agreement shall be compensated for jury service as follows:

- A. Jury service is recognized as 8-hour increments of pay which conflicts with the 12-hour work schedule of the Railway Yard Clerk;
- B. Daily compensation of 12 hours would continue for each day of actual jury service; this would ensure no interruption of pay stability for the employee involved;
- C. In the event an employee serves 80 hours or a full pay period, the employee would receive 80 hours pay for jury duty;
- D. Jury Duty Service is documented by the Courts Jury Administrator and the employee is required to submit said documentation to be eligible for jury duty pay;
- E. Monies received for jury duty paid by the courts will be deducted from employee's gross pay.

- F. In the event a Yard Clerk called for jury duty works the night/graveyard shift, they will be held off their regular shift the night immediately before they are required to report for jury duty and will be compensated a basic day's pay. A Yard Clerk reporting for jury duty will not be required to protect their assignment on the same night/graveyard shift.

ARTICLE 14 – NON-DISCRIMINATION

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.

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

ARTICLE 15 – HOURS OF WORK

- A. The hours of work shall consist of 12 hour work shifts, with 3 days on and 4 days off, 4 days on and 3 days off unless changed by mutual agreement; each pay period will consist of 80 straight-time hours, plus 4 hours at the overtime rate of time and one-half.
- B. Starting times for 12-hour work shifts shall be 6:00 a.m. and 6:00 p.m. unless changed by mutual agreement. Markup shall be by written bid made to the Assistant Superintendent – Administration, or designee, on a quarterly basis, and awarded in seniority order.
- C. Carrier and Union acknowledge that the hourly rate of pay includes recognition of payment for breaks and meal periods not being taken away from work stations.

ARTICLE 16 – AVAILABILITY AND LAYOFF PROCEDURES

Regularly assigned Yard Clerks shall be required to provide a minimum of three (3) hours' notice when laying off. Yard Clerks who layoff will be required to mark up no later than twelve (12) hours prior to the start time of their next regularly assigned shift.

All known vacancies shall be filled by calling the next available Yard Clerk.

Availability is defined as the ability to perform service at the straight time rate without regard to seniority, but in no case already assigned for that twenty-four (24) hour mark-up period.

Order of Call:

1. Calls for overtime would be in seniority order provided no straight time employees are available.
2. As a voluntary extension of shift, up to an additional six (6) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
3. In the event no regular full-time Yard Clerk fills an overtime vacancy, other methods as determined by the Carrier shall be applied.

Employees assigned to known vacancies shall not be recalled by the Carrier for new vacancies. Movements, required by customer demand, of an entire shift would require recall to the affected Yard Clerk.

ARTICLE 17 – OVERTIME

- A. Service performed in excess of eighty (80) hours within any pay period will be considered overtime and will be paid for at the rate of time and one-half (1-1/2). (See note below for exceptions).
- B. An employee performing service in excess of twelve (12) continuous hours shall be paid at one and one-half (1-1/2) times the hourly rate for time worked in excess of twelve (12) hours. No Yard Clerk shall work longer than 16 hours within a twenty-four (24) hour period, except in cases of voluntary shift extension as provide for in Article 16.
- C. An employee performing service on holidays as specified in Article 12 shall be paid at two (2) times the hourly rate in addition to holiday pay.
- D. Employees performing service beyond his/her scheduled consecutive work week shall be paid one and one-half (1-1/2) times the basic straight time rate for such excess work except:
 1. When changing off where it is the practice to work alternately days and nights for certain periods.
 2. When exercising seniority rights from one assignment to another.
- E. There shall be no overtime on overtime.

NOTE: Sick leave and Personal Time Off Unplanned shall not count as service performed. In the event a Yard Clerk is paid sick leave or unplanned personal time off, in lieu of performed service, during their 36 hour work week, in a payroll period, their 4 hour overtime payment will not be reduced for that period. Conversely, a Yard Clerk paid sick leave or unplanned personal time off in lieu of performed service, during their 48 hour work week shall not be paid the 4 hours of overtime normally earned.

In the event a Yard Clerk is paid sick leave, unplanned personal time off or leave without pay for more than one (1) working shift within the entire pay period, a Yard Clerk will not be eligible for

overtime compensation until 80 hours of service has been performed. Vacancies occurring shall be called in seniority order.

ARTICLE 18 – GUARANTEED POSITION

- A. Carrier and Organization agree to create a guaranteed position for one (1) Railway Yard Clerk.
- B. The rate of pay for this position is guaranteed compensation equal to eighty (80) straight time hours per pay period.
- C. Carrier and Organization agree that the guaranteed rate of pay shall be offset by:
 - 1. All hours worked.
 - 2. Sick leave pay.
 - 3. Vacation.
 - 4. Personal Time Off planned/unplanned
 - 5. Holidays.
 - 6. Jury Duty.
 - 7. All earnings in any craft.
- D. Carrier and Organization agree that the guaranteed position will protect vacancies as follows:
 - 1. Scheduled vacancies of Railway Yard Clerks - 1st priority. (Scheduled vacancies are defined as those Yard Clerk vacancies arranged seven (7) or more calendar days in advance.)
 - 2. Vacancies created by Yardmaster - 2nd priority
 - 3. The guaranteed position will also protect non-scheduled vacancies or may be called to perform service for the Carrier that are within the scope of the Yard Clerk duties; and
 - 4. The guaranteed position may be called to assist other Yard Clerk staff with assigned work as authorized by the Assistant Superintendent – Administration. When so called in, the guaranteed position responsibilities will focus on checking outlying service areas of Tacoma Rail in addition to updating customer facility inventories; and
 - 5. The minimum call in for the guaranteed position is for four (4) hours.
 - 6. The guarantee position will be provided with one identified rest day per week, when practicable.

ARTICLE 19 – EXTRA BOARD

- A. Carrier and Organization agree that an employee Extra Board may be established.
- B. Employees assigned to the Extra Board will not receive a guaranteed income.

- C. Employees assigned to the extra board shall protect all vacancies or call ins and shall not be called in for less than (4) four hours service.
- D. Eligible employees assigned to the Extra Board may receive pro-rated benefits such as medical, personal time off or vacation and sick leave accruals.
- E. Where there is a Yard Clerk on the Yard Clerk extra board available for work at the straight time rate, such Yard Clerk shall be called before calling a Yard Clerk in the Yard Clerk craft at the overtime rate.

ARTICLE 20 – RAILWAY YARD CLERK DUTIES

Under the direction of the Tacoma Rail Assistant Superintendent – Administration, the Railway Yard Clerks perform railroad related clerical duties. Duties are determined by management as outlined in the classification of Railway Yard Clerk, 7101, which include, but are not limited to the following:

Run reports and provide electronic notification to customers identifying railcar availability and/or bad order status.

Input customers' special instructions, releases, placements, spotting and pulling requests into the railcar tracking system to maintain an accurate inventory of railcars available for all Tacoma Rail customers.

Verify industries and update the information as necessary to accurately reflect the daily activities and movement of the railcars. Generate and print or fax reports for the Yardmaster, managers, switch crews, customers or others.

Create and generate hazardous paperwork for the switch crews, Yardmaster, Federal Railroad Administration, and other authorized personnel as required by federal regulations.

Maintain tower operations while Yardmaster is away from the desk to include radio communications with switch crews and Class I railroads; track and time authorization; assist with inquiries as necessary.

Transport crews to and from job site(s) as necessary; deliver zone lists, switch lists and/or other paperwork to switch crews as necessary.

Apply proper billing to inbound and outbound railcars; constructively place railcars, update railcars to lease status; route bad order or damaged railcars to appropriate repair shops throughout North America; ramp and de-ramp intermodal railcars.

Manually apply container information to intermodal cars when not provided electronically by customers.

Electronically assemble contract trains from intermodal terminals and prepare for Class I departure.

Verify inbound and outbound trains from Class I railroads and switch crews; enter information into the railcar tracking system in proper sequence on corresponding tracks.

Document accurate, up-to-date inventory of Tacoma Rail division(s) in preparation for a closure due to a holiday or other than 24/7 operations. Upon reopening, verify new arrival(s) and/or departure(s) on all Tacoma Rail yard, support and interchange tracks.

Perform related Yard Clerk duties as assigned.

ARTICLE 21 – TRAINING

Section 21.1 The training program is defined as that program which provides cross training opportunities 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 eligible candidates. 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. Rates of Pay - Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.
- C. Candidates who have successfully completed training must protect the last craft for which training was completed.
- D. 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.
- E. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

Section 21.2 Training as a Yard Clerk. The first completed work shift after completion of the training program will establish a Yard Clerk seniority date.

The Carrier is not restricted from holding an examination for the Yard Clerk position on an open basis when necessary to obtain a sufficient number of qualified eligible candidates. The following terms and conditions shall apply:

- A. The Union agrees to designate a training coordinator(s) to facilitate the training of candidates. The Carrier must concur with the employee(s) designated as training coordinator(s). An employee assigned this function will be paid one hour of straight time pay for each day so assigned.
- B. The training program will be a minimum of six (6) weeks and a maximum of twenty-six (26) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- C. Once a candidate has successfully completed the Yard Clerk 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.
- D. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

Section 21.3 Yard Clerk Meetings.

- A. Yard Clerks who are directed by the Carrier to attend a meeting shall be paid for actual time attending the meeting, with a minimum of four (4) hours, to be paid for at the straight time rate of pay.
- B. If the meeting 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 the shift, work and the meeting shall be combined and paid for on a continuous basis. All hours in excess of twelve (12) shall be paid at the overtime rate of pay.
- C. If meeting is conducted during the working shift, no additional payment will be made for attending the meeting.

ARTICLE 22 – SENIORITY

Seniority shall be defined as all time in the Yard Clerk classification (as identified by a personnel action request – PAR), following completion of the training program. Employees who have promoted out of the unit into a non-represented position shall have their seniority continue to accrue as if they were still in the craft.

Employees who have promoted out of the unit may return to the bargaining unit under the following circumstances: (1) on a voluntary basis when there is a vacant position or (2) exercise seniority to bump back as a result of a reduction in force.

ARTICLE 23 – DISCIPLINE

Section 23.1 - General Requirements

- A. It is understood that the parties hereto are also governed by provisions of the Federal 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 notwithstanding.

- B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial investigatory hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 23.2B1. 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 investigatory 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.

Section 23.2 - Formal Investigatory Hearing

A. Notice of Investigatory 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 by certified mail, return receipt requested, to the last known address or hand-delivered 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 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. The Carrier shall provide the Shop Steward and Business Representative a copy of the signed notice.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. Delivery at the employee's home shall be made only when other means of delivery are not practicable.

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 23.2B, 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.

C. Postponements of Hearing

1. Consistent with the provisions of Section 23.2 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.

D. 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 23.2, 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 23.3 - 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 23.4 – Investigatory 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 certified U.S. mail or hand-delivered to the Yard Clerk. The Carrier will provide a copy of the results letter to the Shop Steward and the Business Representative.

NOTE: This rule does not preclude delivery of the decision at reasonable times by a Carrier representative. Delivery at the employee's home shall be made only when other means of delivery are not practicable.

- B. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

Section 23.5 - Compensation for Attending Hearings

- A. Witnesses, as referred to in Section 23.2A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost 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. 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 23.6 - Time Limit on Appeal

- A. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be addressed to the Superintendent, Carrier's highest designated appeals officer, and presented in writing by or on behalf of the employee involved, to the Superintendent's office, or by certified mail, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision, the decision shall be considered final, but this shall not be considered as a precedent of waiver of the contentions of the employees as to other discipline cases.

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.

The Superintendent shall issue a written response to the appeal within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Yard Clerk, he/she will be paid in accordance with Section 23.5 of this Article. If the appeal is denied, the reasons for such denial shall be given. If no decisions 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.

- 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, and need not be repeated in each subsequent appeal.
- 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 voided 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 23.7 - 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 24 – TIME REPORTS AND GRIEVANCES

Section 24.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by the grieving party to the other party within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonably 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 Human Resources). Management shall, within sixty (60) days of receipt of the grievance, and after consulting with the Human Resources Director, 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 24.2 Grievances not resolved may be referred to arbitration by the employee or Union. The Union shall give notice of its intention to arbitrate within sixty (60) days following completion of steps listed. Arbitration procedures shall be as set forth in Section 3 of the Railway Labor Act. Any decision by the arbitrator shall have no power to render a decision that shall 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 24.3 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 25 – 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 appointed by the Rail Superintendent.

The Committee shall be primarily advisory in nature and will meet on a quarterly basis on the first Thursday in the months of March, June, September and December. Meetings may be cancelled or postponed by mutual agreement. The Committee shall be used to discuss and investigate issues of common concern and may be used to discuss negotiable issues.

The Committee shall establish its own rules of procedure, chair, and time and place of meetings.

ARTICLE 26 – SAVING 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. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

ARTICLE 27 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2020, to and including December 31, 2023, 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, 2023 to be effective no sooner than January 1, 2024.

APPENDIX A

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

Bargaining Unit Wages

Effective upon ratification of this Agreement or on January 1, 2020, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$38.65.

Effective upon ratification of this Agreement or on January 1, 2021, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$39.50.

Effective upon ratification of this Agreement or on January 1, 2022, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$40.00.

Effective upon ratification of this Agreement or on January 1, 2023, (whichever is later) the hourly rate for the Railway Yard Clerk (7101) classification shall be \$40.50.

All new employees shall be paid as follows:

0-12 months 75% of journey rate

Increase to 100% of journey rate upon successful completion of the probationary period

Longevity Pay

Employees who on December 31, 2019, or on the date of ratification of this Agreement, whichever is later, 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 on or after January 1, 2020, or after ratification of this Agreement, whichever is later, shall not be eligible or participate in the longevity program.

Deferred Compensation

The Carrier will match the 457(b) deferred compensation contributions of Tacoma Rail Yard Clerks covered by the Federal Railroad Retirement Act up to a maximum matching contribution of three (3) percent.

Retirement Contribution

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

EXECUTED IN TACOMA, WASHINGTON, ON THIS _____ DAY OF _____ 2019.

City of Tacoma
Department of Public Utilities:

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

Director of Public Utilities

Business Representative

City Manager

Senior Labor Relations Manager

Superintendent Tacoma Rail

APPROVED AS TO FORM:

City Attorney

Attest:

City Clerk

Index of Memorandums of Understanding

160 Yard Clerks 2020-2023

- | | |
|--|------------------------------------|
| 1. Use of Extra Board Under Article 19 | April, 16, 2010
January 1, 2020 |
| 2. Amendment to the Use of Extra Board under Article 19 | July 5, 2011 |
| 3. Rotation Day | 2019 |
| 4. Pilot Project for Guaranteed Position 4x10 Scheduling | 2019 |

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING
Use of Extra Board under Article 19**

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 19, Extra Board, of the 2020-2023 collective bargaining agreement.

The intent of this memorandum is to clarify the utilization of the Extra Board and is not intended to modify Article 19 of the collective bargaining agreement, nor be precedent setting for any future matters relating to Tacoma Rail.

Employees who are assigned to the Extra Board will be required to participate in training and perform temporary Yard Clerk functions and responsibilities as assigned by the Carrier. The terms and conditions of the training program in Article 21 shall apply.

In the event an employee assigned to the Extra Board comes from a different craft ("cross craft") within Tacoma Rail and is represented by a different union, the employee when so assigned as a Yard Clerk, will be required to assume the terms and conditions of the Yard Clerk classification, which includes working under the Yard Clerk collective bargaining agreement, receiving Yard Clerk compensation, and all other items not specifically stated herein.

It is understood this Memorandum of Understanding will be in effect upon signatures of the parties. This will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with a ninety (90) day written notice.

Originally executed on April 16, 2010. Updated for inclusion in the 2020-2023 CBA, effective January 1, 2020.

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT**

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
Use of Extra Board under Article 19
Dated April 16, 2010**

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 19, Extra Board, of the 2009 – 2011 collective bargaining agreement.

This amendment to the original memorandum of understanding dated April 16, 2010 is to clarify the intent of the Parties recognizing the investment of resources expended to train extra board Yard Clerks, and that the most senior extra board Yard Clerk employee shall be appointed to the next permanent position that becomes available, pursuant to Article 21 of the current collective bargaining agreement.

It is understood this Amendment to the Memorandum of Understanding will be in effect upon signatures of the parties. This will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with a ninety (90) day written notice.

Executed this 5th day of July, 2011.

Original Signed By

For IAM & AW, District Lodge 160
Robert Westbrook Business Representative

For City of Tacoma, Tacoma Rail
Dale King, Rail Superintendent
John Dryer, Labor Relations Manager

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING**

Rotation Day

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 15, Hours of Work.

The intent of this memorandum is to distribute work load during the week evenly and to share weekends.

The Yard Clerk Unit wants to change the work week rotation day from Thursday to Wednesday.

The rotation day shift will occur on first quarter bid after ratification of contract.

The Union will provide a thirty (30) day notice to Carrier if the Yard Clerk Unit votes to revert back to Thursday. The rotation day reversion will occur on first quarter bid after the Union's notification to the Carrier.

Both parties acknowledge the rotation day is not noted in Article 15 and this memorandum has no intent to change 12 hour work shifts.

It is understood this Memorandum of Understanding will be in effect upon signatures of the parties.

Executed this ___ day of _____, 2019.

Superintendent Tacoma Rail (Date)

Business Representative (Date)

Sr. Labor Relations Manager (Date)

Shop Steward (Date)

**City of Tacoma
And
International Association of Machinists
and Aerospace Workers
District Lodge No. 160, on behalf of Local Lodge No. 297
TACOMA RAIL YARD CLERK UNIT
MEMORANDUM OF UNDERSTANDING**

“Pilot Project for Guaranteed Position 4x10 Scheduling”

This Memorandum of Understanding is between City of Tacoma, Tacoma Rail, and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Tacoma Rail Yard Clerk Unit, regarding Article 16, “Availability and Layoff Procedures” and Article 18 “Guaranteed Position”, of the 2020-2023 collective bargaining agreement.

The intent of this memorandum is to establish a Pilot Project with the goals of improving schedule predictability for the “Guaranteed Position” as described in Article 18 and clarifying the assignment of overtime work as described in Article 16, “Availability and Layoff Procedures”.

This Memorandum specifically modifies the work rules of Article 16 and Article 18 during the term of the Pilot Project. If the Pilot Project ends, the parties agree that applicable work rules will revert to the prior past practice as codified in Article 16 and Article 18 of the Collective Bargaining Agreement.

Now, therefore, the parties agree to the following modification of the Collective Bargaining Agreement only during the term of the Pilot Project:

Article 16, “Availability and Layoff Procedures,” will be amended as follows:

ARTICLE 16 – AVAILABILITY AND LAYOFF PROCEDURES

Regularly assigned Yard Clerks shall be required to provide a minimum of three (3) hours’ notice when laying off. Yard Clerks who layoff will be required to mark up no later than twelve (12) hours prior to the start time of their next regularly assigned shift.

All known vacancies shall be filled by calling the next available Yard Clerk.

Availability is defined as the ability to perform service at the straight time rate without regard to seniority, but in no case already assigned for that twenty-four (24) hour mark-up period.

Order of Call:

1. As a mandatory extension of a ten hour “Guaranteed Position” shift, up to an additional three (3) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
2. Calls for overtime would be in seniority order provided no straight time employees are available. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.

3. As a voluntary extension of shift, up to an additional six (6) hours. This supersedes Article 17 (B). Overtime hours worked under this provision shall be paid at the double time rate of pay.
4. In the event no regular full-time Yard Clerk fills an overtime vacancy, other methods as determined by the Carrier shall be applied. This may include assignment of the duties to an employee in another craft, assignment of the duties to a non-represented management employee, utilization of outside contractors, or any other such means as the Carriers shall determine at its sole discretion.

Employees assigned to known vacancies shall not be recalled by the Carrier for new vacancies. Movements, required by customer demand, of an entire shift would require recall to the affected Yard Clerk.

Article 18, "Guaranteed Position," will be amended as follows:

ARTICLE 18 – GUARANTEED POSITION

- A. Carrier and Organization agree to create a guaranteed position for one (1) Railway Yard Clerk.
- B. The rate of pay for this position is guaranteed compensation equal to eighty (80) straight time hours per pay period.
- C. Carrier and Organization agree that the guaranteed rate of pay shall be offset by:
 - a. All hours worked.
 - b. Sick leave pay.
 - c. Vacation.
 - d. Personal Time Off planned/unplanned
 - e. Holidays.
 - f. Jury Duty.
 - g. All earnings in any craft.
- D. When, at the sole determination of the Carrier, it is practicable, the Guaranteed Position will be regularly scheduled to work four (4) ten (10) hour shifts per week. These shifts will be scheduled Monday through Thursday, beginning at 5:00 am and concluding at 3:00pm. The purpose of these shifts is to provide additional assistance during the busiest hours of work, to provide continuity during turnover and shift transitions, to protect scheduled vacancies, and to perform any and all duties appropriate to the craft. There shall be no obligation to backfill this position if vacant.
- E. Carrier and Organization agree that the guaranteed position will protect vacancies as follows:
 - a. Mandatory extension of a ten hour shift, up to an additional three (3) hours, to protect a day-shift vacancy.

b. Scheduled vacancies of Railway Yard Clerks - 1st priority. (Scheduled vacancies are defined as those Yard Clerk vacancies arranged seven (7) or more calendar days in advance.)

c. Vacancies created by Yardmaster - 2nd priority

~~The guaranteed position will also protect non-scheduled vacancies or may be called to perform service for the Carrier that are within the scope of the Yard Clerk duties; and~~

~~The guaranteed position may be called to assist other Yard Clerk staff with assigned work as authorized by the Assistant Superintendent – Administration. When so called in, the guaranteed position responsibilities will focus on checking outlying service areas of Tacoma Rail in addition to updating customer facility inventories; and~~

d. The minimum call in for the guaranteed position is for four (4) hours.

~~e. The guarantee position will be provided with one identified rest day per week, when practicable.~~

These changes shall become effective upon signatures of the parties, with implementation aligned with shift bidding for First Quarter 2020.

This Memorandum will remain in effect until terminated by mutual agreement of the Union and the Carrier, or unilaterally by either the Union or the Carrier with twenty eight (28) calendar days' written notice. Unless otherwise agreed by the parties, upon termination of this Memorandum, the applicable work rules will revert to the prior past practice as codified in Article 16 and Article 18 of the Collective Bargaining Agreement. Upon request of either party, the parties agree to convene a Labor Management meeting during the 28 day window for the purpose of discussing the rationale for the discontinuation of the Pilot Program and identifying potential mutually agreeable alternatives.

Superintendent Tacoma Rail (Date)

Business Representative (Date)

Sr. Labor Relations Manager (Date)

Shop Steward (Date)