

**Letter of Agreement
by and between
The CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
BELT LINE RAILWAY DIVISION
dba Tacoma Rail
and
SMART-TD CONDUCTORS**

Subject: Conductor Trainee Program

This Letter of Agreement ("LOA") is entered into between the City of Tacoma, Department of Public Utilities Belt Line Railway Division and the SMART-TD Conductor bargaining unit ("Union") (collectively "the Parties").

Background

SMART-TD is the exclusive bargaining representative of the work performed by the classification of Railway Conductor (CSC #7106) at Tacoma Rail. The Parties have signed a collective bargaining agreement covering the years July 1, 2021, through June 30, 2027 ("CBA").

For years, Tacoma Rail has primarily relied upon outside lateral recruitments of certified conductors hired from other railroads. This impedes Tacoma Rail from its aspiration of recruiting and training City of Tacoma residents to perform this work.

Tacoma Rail and SMART-TD have a shared desire to create an in-house training program to allow candidates with no prior railroad industry experience the opportunity to become journey-level Railway Conductors, the terms of which are detailed as follow:

Agreement

- 1) Recognition. The City will establish a new classification titled "Railway Conductor Trainee" (CSC #7104), and hereby recognizes SMART-TD as the exclusive bargaining representative. (Hereafter: "Conductor Trainee".)
- 2) Recruitment. Conductor Trainees will be recruited and hired consistent with the City's civil service process, as detailed in Tacoma Municipal Code (TMC) Chapter 1.24.
- 3) Probation. Conductor Trainees will serve a nine (9) month probationary period from date of hire, during which time employment may be terminated with or without cause. Probationary employees shall not have rights to appeal discipline or termination under the CBA or civil service rules. The union hereby expresses its support for the Carrier's petition to the Civil Service Board to establish a nine (9) month probationary period for Conductor Trainees. Following receipt of a Part 242 Conductor Certification and placement as a regular Conductor participants will begin the standard 125 work shift probationary period.
- 4) Seniority. Craft seniority as a Conductor shall be determined at date of hire by random draw on that date. This seniority order is fixed and will be carried forward under all subsequent circumstances in the Conductor Trainee and Railway Conductor classifications, including but not limited to:

- a. The initial seniority order will be preserved upon successful promotion to Railway Conductor.
 - b. Seniority order will be maintained even if candidates with lower initial seniority are promoted to Conductor before those with higher initial seniority from the same class.
 - c. Seniority for new hires from an Open Recruitment list will be slotted below all existing candidates currently progressing through the apprenticeship program, thereby preserving the seniority ranks established by the original hire date and draw.
- 5) Duration. The training program shall last up to nine (9) months. During that period, Conductor Trainees will build the experience necessary to achieve Railway Conductor Certification (49 Code of Federal Regulations (CFR) Part 242) and become eligible for promotion to a permanent Railway Conductor position.
- 6) Schedule. Conductor Trainees will be regularly assigned to work forty (40) hours per week with two consecutive rest days. Overtime worked shall be compensated consistent with the SMART-TD CBA, however Conductor Trainees shall be exempt from the overtime and holiday bidding procedures in the CBA.

During the course of their nine (9) month training program, Conductor Trainees will be scheduled to work all shifts (day, swing, and graveyard) at the direction of the Training Coordinator and with the concurrence of the Program Administrator. Conductor Trainees will generally observe City holidays listed in the CBA.

- 7) Conductor Trainee Wages. The Conductor Trainee program will include four stages, with compensation progression based upon successful progression through these stages:

Phase 1: Orientation and Initial Training

Duration: Up to 9 weeks

Wages: 70% of the Railway Conductor journey level hourly rate

Focus Areas: Introduction to railway terminology, studying for and passing certification exams (GCOR, Safety, Hazmat, Signals, and Rail Car Handling), and shadowing a train crew.

Assessments: Candidates must pass all written exams within their first 9 weeks of employment. They will have up to three (3) attempts to pass each exam. Passing these exams will result in the issuance of a Student Conductor Certificate. Failure to pass the same exam three (3) times will result in dismissal from the program.

Phase 2: On-the-Job Training (OJT 1) and Skill Development

Duration: Up to 9 weeks.

Wages: 75% of the Railway Conductor journey level hourly rate.

Focus Areas: In-depth training on safety protocols, operational procedures, and hands-on experience under the supervision of the Training Coordinator, a peer trainer or qualified journey level Railway Conductor.

Assessments: Daily assessments will be completed by the mentor on the Apprentice Progress Report. The candidate must pass the OJT 1 evaluation to progress to OJT 2. Completion of this phase does not result in a qualified Conductor certification.

Phase 3: Advanced Training and Independent Work (OJT 2)

Duration: Up to 9 weeks.

Wages: 80% of the Railway Conductor journey level hourly rate.

Focus Areas: Advanced operational training, leadership skills development, and planning work duties for efficiency and safety. Candidates will work under the supervision of the Training Coordinator, a peer trainer or qualified journey level Railway Conductor.

Assessments: Peer Trainers will continue to perform daily assessments using the Apprentice Progress Report. The candidate must pass the OJT 2 evaluation to move on to OJT 3. Completion of this phase does not result in a qualified Conductor certification.

Phase 4: Final Preparation (OJT 3) and Job Placement

Duration: Up to 9 weeks.

Wages: 85% of the Railway Conductor journey level hourly rate.

Focus Areas: A review of all acquired skills, final assessments, and job placement preparation, including resume building and interview practice. Candidates will work under the supervision of the Training Coordinator, a peer trainer or qualified journey level Railway Conductor.

Assessments: Continued periodic evaluations by the Training Coordinator. A final comprehensive assessment will determine the candidate's readiness for a promotion to Railway Conductor. Completion of this phase results in the issuance of a qualified Conductor certification.

The Final Comprehensive Assessment will be performed by Tacoma Rail management.

- 8) Promotion to Conductor. Upon successful completion of the Railway Conductor Trainee program, the candidate will be eligible to compete for a vacant permanent Railway Conductor position. Upon promotion to Railway Conductor, the candidate will be placed at Step 2 (100% of the Railway Conductor journey level hourly rate) and begin the 125 work shift probationary period.
- 9) Promotion Not Guaranteed. This program requires substantial financial investment of the Carrier. As such, the success of Conductor Trainees and their eventual promotion to the Railway Conductor classification is a paramount goal of the Carrier. Nevertheless, such promotions shall be at the exclusive determination of management, shall be consistent with the civil service rules, shall be consistent with the CBA, and shall be based on business and operational need. Promotion to Railway Conductor is not guaranteed, and Railway Conductor candidates who successfully complete the Conductor Trainee program may be denied such promotion based upon business need as exclusively determined by the Carrier.
- 10) No Reversion Rights. Following promotion to Railway Conductor, an employee shall have no reversion rights to voluntarily demote ("bump") back to a Conductor Trainee position – either during or after their probationary period as a Railway Conductor. This provision shall expressly supersede any section of the CBA or civil service rules with which it conflicts.
- 11) Benefits. As probationary employees, Conductor Trainees will be eligible for all City of Tacoma benefits provided under the SMART-TD CBA, including but not limited to: health insurance benefits, Personal Time Off (PTO), and paid holidays.

- 12) Trainer Roles and Compensation. The success of this program depends on the participation of existing journey-level Railway Conductors and Carrier management. Relevant roles include:

Program Administrator:

Duties: A non-represented Carrier official responsible for the effective management of the Conductor Trainee program. Duties include: program oversight, regulatory compliance, personnel management, and workforce coordination.

Selection: Selected by management.

Training Coordinator:

Duties: A journey-level Railway Conductor who will be responsible for training coordination, schedule oversight, evaluation, and remedial training for Conductor Trainees.

Selection: Selected by management via interview process, based on a voluntary interest list of Railway Conductors.

Schedule: The Training Coordinator will be taken out of regular service and be exempt from board mark and scheduling provisions of the CBA. Training Coordinator responsibilities are a full-time assignment, and will require regular overtime, including arrival 30 minutes ahead of the trainees' on duty start time for a crucial pre-shift briefing with the Trainmaster and Yardmaster regarding the day's work. Following the Training Coordinators eight hours of training duty, up to an additional 90 minutes is allocated for wrap-up, including consultation with peer trainers and the review of OJT evaluations. The Coordinator's total workday, including this prep and wrap-up time, cannot exceed 10 hours without prior authorization from the Program Administrator.

Compensation: Training Coordinator shall receive the standard Railway Conductor hourly rate of pay. Overtime compensation will be paid consistent with the CBA.

Peer Trainer:

Duties: A Railway Conductor assigned to provide on-the-job training to a Conductor Trainee. Railway Conductors assigned as Peer Trainers may be required to complete detailed evaluations and submit them to the Training Coordinator on a daily basis at the end of each work shift.

Selection: Any qualified Railway Conductor may be assigned by management to serve as a Peer Trainer for a shift.

Compensation: For any shift assigned as a Peer Trainer, the assigned Railway Conductor will receive an arbitrary of two (2) hours at the Conductor straight time rate of pay.

Second Conductor:

Duties: A Railway Conductor working on the same crew with Conductor Trainees, but not assigned as Peer Trainer.

Selection: Any qualified Railway Conductor as assigned by management.

Compensation: For any shift so assigned, the Second Conductor will receive an arbitrary of one (1) hour at the Conductor straight time rate of pay as outlined in the CBA, (Article 2, Section 2.12 – Training, Paragraph B).

- 13) Apprenticeship. Tacoma Rail and SMART-TD will jointly seek approval from Washington State governing boards to certify the Conductor Trainee program as a registered apprenticeship. This

qualification is desired for the purpose of making federal financial assistance available for qualified veterans of the United States military.

Tacoma Rail maintains the exclusive right to discontinue to withdraw from such state certified apprenticeship at any time that there are not active employees in the Conductor Trainee program, but shall provide the union with no less than 30 days' written notice and will meet with the union upon request to discuss impacts of the withdrawal.

14) Ratification Required. This LOA will not be effective until all requisite governing bodies have agreed to the parameters herein. This shall include, but is not limited to, the Civil Service Board, Public Utility Board, Tacoma City Council, and applicable Washington State apprenticeship certification committee(s). Thereafter, this LOA will be effective upon signature by the parties hereto.

Except as expressly detailed herein, his LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

EXECUTED THIS _____ DAY OF _____, _____

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA RAIL

SMART-TD CONDUCTORS

Director of Public Utilities

General Chairman, SMART-TD Conductors

Superintendent, Tacoma Rail

Director, Human Resources

Division Manager, Labor Relations

APPROVED AS TO FORM:

City Attorney