

AGREEMENT

BETWEEN

THE

CITY OF TACOMA DEPARTMENT OF PUBLIC

UTILITIES

BELT LINE RAILWAY DIVISION

D.B.A. TACOMA RAIL

AND THE

BROTHERHOOD OF LOCOMOTIVE

ENGINEERS AND TRAINMEN

Note: Pursuant to Article 36 of this Agreement and the provisions of the Railway Labor Act, as amended, the parties shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until January 1, 2016, to become effective July 1, 2017.

July 1, 2012

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Between The
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
BELT LINE RAILWAY DIVISION
D.B.A. TACOMA RAIL
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

STATEMENT OF PURPOSE

This agreement is between the City of Tacoma, Department of Public Utilities, Belt Line Division, d.b.a. Tacoma Rail, (hereinafter called "Management/Carrier") and the Brotherhood of Locomotive Engineers and Trainmen (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, benefits, hours, dispute resolution, and other conditions of employment of locomotive engineers represented by the Union. Nothing in this Agreement shall be interpreted to conflict with the laws of the United States of America including the Railway Labor Act, as amended; the laws of the State of Washington, or the ordinances of the City of Tacoma, and this Agreement shall be interpreted so as to give effect to the provisions of each.

It is understood that the provisions of the Railway Labor Act as amended govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

NON-DISCRIMINATION

The Parties agree that there shall be no discrimination in accordance with all applicable state or federal laws.

Whenever the words denoting the masculine gender are used, they are intended to apply equally to either gender, but are solely used for the purpose of grammatical convenience and clarity.

WITNESSETH:

WHEREAS the parties hereto have entered into negotiations relating to the redrafting of the existing agreements between the parties in a manner designated to incorporate said matters into one instrument which shall properly reflect the changes in conditions that have occurred since the original instruments were executed and which shall reflect an agreement suitable for existing and future working conditions as they may occur, and which is intended to eliminate needless labor disputes and controversy from arising and

WHEREAS this Agreement has been drafted to accomplish said purpose and comply to the parties' satisfaction with all applicable Federal, State and Municipal laws.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1 – BASIC DAY

Section 1

- A. In a five (5) day work week eight (8) hours or less shall constitute a basic day's work; in a three (3) day work week twelve (12) hours or less shall constitute a basic day's work pursuant to the provisions in Article 2 – Work Week, and Article 4 – Bulletins & Bids.
- B. An Engineer's time shall commence at the time they are required to report for duty at the assigned on-duty point and shall continue until they are relieved of all duties at the same point.
- C. Once an Engineer has begun a tour of duty on a five (5) day assignment said employee shall be paid no less than eight (8) hours or on a three (3) day assignment said employee shall be paid no less than twelve (12) hours. Engineers laying off during their tour of duty will be paid actual time worked and the balance of the shift will be supplemented by sick leave or Personal Time Off (unplanned – PTU).
- D. In the event engineers are relieved from care of the engine at other than the point for going on or off duty, their time shall be computed to the time that they arrived back at the on duty point.
- E. So far as it is practicable, assignments shall be restricted to (8) hours of work unless the assignment is bulletined for a duration in excess of eight (8) hours.
- F. When the paycheck for an Engineer is short, a time check to cover shortage shall be issued on request if the shortage amounts to a basic day or more.

ARTICLE 2 – WORK WEEK

Section 1

- A. All regular bulletined engine assignments for engineers will consist of either five (5) consecutive eight (8) hour days, with two (2) consecutive days off in each seven (7) day period, or three (3) twelve (12) hour days with four (4) consecutive days off in each seven (7) day period.

- B. The term "work week" for regularly assigned engineers shall mean a week beginning on the first day and ending on the last day on which the regularly assigned engineers are bulletined to work. Engineers working bid assignments consistent with Article 4 – Bulletins & Bids shall have a guaranteed work week.

ARTICLE 3 – OVERTIME

Section 1

- A. A locomotive engineer performing service in excess of eight (8) continuous hours on a five (5) day assignment shall be paid at one and one-half (1 ½) times the hourly rate for time worked in excess of eight (8) hours.

A locomotive engineer performing service in excess of three (3) twelve (12) hour days on a 36 hours worked for 40 hours pay bid assignment shall be paid time and one half (1 ½) for additional work shifts beyond their regular assignment, without reduction of the four (4) hours short of 40.

Deadhead time or elapsed time in excess of twelve (12) hours shall be paid at the time and one-half (1 ½) rate.

- B. A locomotive engineer performing service on the holiday as specified in Article 20 – Holidays shall be paid at two (2) times the hourly rate.
- C. Except as provided for in Article 4 Section 2H, a locomotive engineer performing service in excess of forty (40) hours in a work week, or 36 hours if assigned to a 36 hours worked for 40 hours pay, shall be paid at one and one-half (1 ½) times the hourly rate for their shift in excess of the bulletined straight time shifts. Guaranteed Extra Board Engineers shall be paid at the time and one-half (1 ½) rate for all time in excess of forty (40) straight-time hours. Service performed on the holiday shall count as one of the straight time shifts required to fulfill an Engineers' work week. Holiday and *vacation* pay received in lieu of service performed shall be counted as service performed for all employees.
- D. There shall be no overtime on overtime. Time paid for attending court, inquests, etc., on behalf of the Carrier shall be utilized in computing the forty (40) hours as referred to in Article 3 Section 1C. Time spent attending training in lieu of train service shall count as one of the straight time shifts required to fulfill an Engineers' work week. Locomotive engineers who perform service in excess of the bulletined number of straight time shifts shall be paid time and one-half (1 ½) rate for the additional day(s) of service performed regardless of class or classes of service.

- E. Upon being promoted, Engineers who performed service in another craft during the work week shall not be permitted to combine all prior straight-time tours of duty to calculate eligibility for overtime, and shall accept the conditions of the assignment.

Note: For the purposes of fulfilling the bulletined straight time shift requirement of the work week, sick days or Personal Time Off – unplanned (PTU), vacation or Personal Time Off (PTO) days shall count. For the purpose of qualification for overtime, sick days and Personal Time Off – unplanned (PTU) shall not count.

ARTICLE 4 – BULLETINS & BIDS

Section 1 – Advertising

- A. Vacant positions will be advertised for at least five (5) calendar days. Positions subject to advertisement will be newly created positions, guaranteed extra board positions, positions expected to be vacant for more than fourteen (14) calendar days (except for scheduled vacations/PTO which are filled off the Guaranteed Extra Board). Any Extra Assignment which operates for five (5) consecutive days will be advertised for bid.
- B. Advertisements of vacant positions will be posted at all on/off duty points no later than midnight on Thursday. Engineers must assure that bids submitted for vacant positions will be received in the Operations Manager's Office no later than midnight on the following Tuesday. Engineers may make telephonic inquiries to the Operations Manager's Office concerning advertisements of vacant positions. Bids may be submitted by telephone on the recorded line (253) 396-3035 or may be confirmed in writing before midnight on Tuesday.
- C.
 - 1. Advertisements of vacant positions will specify the job assignment or job number, type of service, the on-duty time and on/off duty location, the primary work description, the days of the week the position will work, the closing date of the bulletin and the effective date of the assignment. The primary work description for each bid assignment shall be defined by the Carrier and Union prior to advertisement.
 - 2. Bid job assignments shall have set days off. Days off shall, to the extent practicable, be consecutive and specified in the job description of each bid assignment. If there is a deviation from consecutive days off, it will be mutually agreed to between the Carrier and Union.

D. Bid assignments may be bulletined for shift assignments of eight (8) hours or twelve (12) hours.

1. Eight (8) hour assignments will work five (5) eight (8) hour shifts per week, where practicable.
2. Twelve (12) hour assignments will work three (3) twelve (12) hour shifts per week and will be compensated for forty (40) hours based upon the following requirements:
 - a. Carrier agrees to compensate an additional four (4) hours so the engineer shall not be paid less than forty (40) hours pay for working all three (3) days of their bid assignment.
 - b. Holidays are paid in eight (8) hour increments. If the Carrier abolishes the assignment for the holiday, the engineer may elect to supplement the remaining four (4) hours with vacation or PTO to fulfill the twelve (12) hours for the holiday.
 - c. Engineers requesting a temporary vacancy of less than one (1) work week, shall not be eligible to receive the additional four (4) hours compensated by the Carrier. The engineer may elect to supplement the additional four (4) hours with vacation or PTO, if available.
 - d. Engineers holding a bid assignment will not be eligible to receive the additional four (4) hours compensated by the Carrier if laying off sick leave, or vacation or PTO (if sick leave is exhausted), or leave without pay during their work week. The engineer may elect to supplement those four (4) hours with vacation or PTO, if available.
 - e. The provisions outlined in Article 4 Section 1D(2) (b-d) immediately above do not apply to engineers who maintain a sick leave or PTO balance in excess of 80 hours after the reduction of time used in the pay period. The Carrier shall supplement the four (4) hours for these qualified engineers.

E. Vacant positions will be awarded to the senior Engineer bidding for same. If no bids are received, the junior promoted Engineer will be assigned; if none are available, the senior demoted Engineer will be assigned. For positions which require territorial qualifications, positions will be awarded to the senior qualified Engineer bidding for same. Notices of positions awarded will be made by the Operations Manager. Engineers awarded positions will be placed on those positions at the direction of the Operations Manager, but in no event later than 0001 hours on the Monday following the award.

Section 2 – Displacements

- A. Engineers may make displacements to positions held by junior Engineers under the following conditions:

1. Position now holding is abolished.
2. Displaced from positions by senior Engineer.
3. *Position now holding subject to two (2) or more temporary changes in a 30-day period or cancelled twice in a 60-day period, exclusive of holidays.

It is recognized by the parties signatory to this agreement, that Carrier retains existing right to conduct rules review, railroad related safety training classes and employee meetings during assigned working hours without additional pay. It is understood that the Carrier may change starting times to facilitate the above without generating a displacement.

4. *Changes in rest days of the assignment.
5. *Position now holding subject to a permanent change.
6. A change to the primary work description.

*Changes as specified in Section 3 of this Article.

- B. Engineers who lose their positions pursuant to Article 4 Section 2A(1) or (2) will notify the Operations Manager's office of their displacement choices within twenty – four (24) hours from the loss of position. Loss of position is effective when notified of displacement while off duty. If notified while on duty, the displacement is effective when released from duty. Employees making displacement must cover the assignment's next tour of duty, but will not be placed on new position if not rested under the Hours of Service Law before the on duty time of new position. A regularly assigned Engineer who is displaced and immediately exercises seniority to another regular bid assignment will not forfeit his right to guarantee, if applicable. Engineers who lose time through displacement or who do not immediately exercise displacement rights as specified above will not be considered available for service and will not qualify for the applicable guarantee pursuant to Article 2 – Work Week of this Agreement.
- C. Engineers who choose to make displacements as a result of the changes described in Article 4 Section 2A(3), (4), or (5) will notify the Operations Manager's office of their displacement choices within 72 hours from the effective time of the change which triggers displacement rights. It is understood the incumbent is required to cover the assignment during the 72 hour period or until displacement is made.

- D. Engineers who displace onto assignments requiring territorial qualifications must be fully qualified for the positions onto which they displace before being allowed to cover same. Engineers not fully qualified will immediately commence qualifying pursuant to Article 26 – Student Engineer Agreement.
- E. Engineers who are absent from service due to illness, injury, vacation, PTO or other authorized leave of absence may displace onto any position which was awarded or assigned to a junior Engineer pursuant to this Article 4 in their absence. Each Engineer will notify the Operations Manager's office of his displacement choice within 24 hours of his return to service.
- F. Engineers being displaced under the terms of this Article 4 will be given at least 10 hours' notice of such displacement subject to provisions of the Hours of Service Law.
- G. Engineers who fail to make displacements as specified above will lose such displacement rights. If affected by the changes in Article 4 Section 2A(1) or (2), Engineers who lose displacement rights may only return to service by assignment to the Guaranteed Extra Board. If no positions are available on the Guaranteed Extra Board, the Engineer shall be assigned to the position held by the junior assigned Engineer. Engineers affected by the changes in Article 4 Section 2A(3), (4), or (5) who lose displacement rights will remain on the changed position.
- H. Engineers who have held a regularly assigned position for thirty (30) calendar days or more may exercise seniority rights to another position held by a Junior employee. Employees wishing to avail themselves of this provision will so notify the Operations Manager's Office and will be directed as to when the displacement may occur. The displacement must occur during the current work week, subject to the terms of Article 4 Section 2F. Engineers who voluntarily move from one assignment to another assignment shall accept the conditions of the new assignment. However, if this initial seniority move results in the Engineer working more than five (5) consecutive eight (8) hour days or three (3) consecutive twelve (12) hour days starting with the first day of the Engineer's previous assignment, such extra days shall be paid at the straight time rate. Engineers shall comply with the Federal Hours of Service regulations. Engineers who exercise their rights under Article 4 Section 2H will not be allowed to bid the vacancy created thereby for one bid cycle.

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

I.

- 1. Engineers who have displacement rights may elect to exercise those rights to vacant positions and will be allowed to do so.

2. Vacant positions which are displaced pursuant to Article 4 Section 2I(1) above will continue to be advertised for bid pursuant to Article 4 Section 1. The displacement to a vacant position will be considered as a bid for that position from the Engineer who made the displacement. Should the Engineer who made the displacement not be the successful bidder of that position, that Engineer will have displacement rights pursuant to Article 4 Section 2.

Section 3 – Permanent Changes

- A. The reporting time of a regular assignment may be changed permanently. Affected Engineers will be notified at least eight (8) hours prior to the scheduled on-duty time or the new on-duty time, whichever is earlier. The on-duty and/or off-duty location of a regular assignment may be changed permanently in the same manner. If reporting time is changed two (2) hours or more or location(s) is changed, affected Engineers may exercise displacement rights as provided in Article 4 Section 2 of this Agreement.

ARTICLE 5 – ENGINEER JOB ASSIGNMENTS and PROCEDURES

Section 1 – Operations Manager's Office Format and Procedures

- A. Engineers must provide themselves with a telephone, cell phone or electronic pager. Engineers must provide the Carrier with their telephone and/or pager numbers. Engineers must advise the Operations Manager's Office whether they will be using a telephone, cell phone or pager, or any of the preceding to receive calls.
- B. A recorded line telephone number (253) 396-3035 will be available to Engineers for the conduct of Operations Manager's Office business.
- C. The Carrier will keep records of all Operations Manager's Office business transacted between Engineers and the Carrier.
- D. A designated Carrier Official or his representative will be available twenty – four (24) hours a day to permit reasonable layoffs.

Section 2 – Guaranteed Extra Board

- A. A Guaranteed Extra Board is established by this agreement. Order of call for vacancies will be as follows: Guaranteed Extra Board, Regular Engineers on rest days in seniority order, senior demoted rested Engineer.
- B. A sufficient number of Engineers will be maintained on the Guaranteed Extra Board to allow for scheduled vacation or PTO and reasonable lay off privileges for all Engineers.

- C. Positions on the Guaranteed Extra Board will be considered regular assignments and will be advertised as such. The Carrier has a right to regulate the Guaranteed Extra Board which will be adjusted each week by forecasting in advance the number of known vacancies for the upcoming week on the basis of one (1) man per vacancy and further supplemented with no more men than is necessary to cover the forecasted average amount of extra assignments on the basis of six (6) starts each week per man.
- D. The Guaranteed Extra Board will be adjusted on Friday to be effective at 0001 hours on Monday. The workweek for the Guaranteed Extra Board Engineers will begin at 0001 hours on Monday and extend through Sunday. The number of Engineers on the Guaranteed Extra Board will not be reduced prior to adjustment day, except under extraordinary circumstances and not without the concurrence of the BLET General Chairman. When it is necessary to reduce the number of positions on the Guaranteed Extra Board, reductions will be in reverse order of seniority.
- E. For pay purposes, engineers on the Guaranteed Extra Board will assume the conditions of the assigned bid job. A twelve (12) hour bid job is paid at twelve (12) hours straight time. An eight (8) hour bid job is paid at eight (8) hours straight time, and all hours exceeding eight (8) shall be paid at the overtime rate. All hours worked exceeding forty (40) hours in any given week will be paid at the overtime rate.
- F. Existing Guaranteed Extra Board(s) will not be abolished and/or new Guaranteed Extra Board(s) established except by mutual agreement. It is not the intent of the Carrier to abolish the Guaranteed Extra Board in favor of calling demoted Engineers.
- G. Carrier will provide a Guaranteed Extra Board Activity Report to the BLET Local Chairman on a weekly basis.

Section 3 – Marking Up on the Guaranteed Extra Board

- A. Engineers on the Guaranteed Extra Board will be marked up in the order of the completion of their previous assignments but in no case sooner than the completion of the minimum day as specified in Article 1 Section 1A of this Agreement.
- B. When more than one (1) Engineer is added to a single Guaranteed Extra Board as a result of being awarded Guaranteed Extra Board Assignments in accordance with Article 4 – Bulletins & Bids of this Agreement, they will be placed on the Guaranteed Extra Board in seniority order.
- C. Engineers exercising displacement rights to the Guaranteed Extra Board will be placed at the bottom of the Guaranteed Extra Board at the time of the displacement.
- D. When the Guaranteed Extra Board is reduced, the junior Engineer shall be demoted.

Section 4 – General Calling Procedures

- A. Extra jobs shall be filled in accordance with the governing two (2) hour call provision of this Agreement.
- B. Engineers on the Guaranteed Extra Board will be called in rotation, first in, first out, for assignments for which rested.
- C. Calling time will be as close as possible to two (2) hours prior to the reporting time of the assignment. It is understood that Engineers called less than two (2) hours prior to the reporting time will be allowed two (2) hours to report for duty. For hours of service purposes, such Engineers' time will commence when they actually report for duty. Engineers' names will not be removed from the Guaranteed Extra Board prior to the calling time of the assignment worked.
- D. If two (2) or more assignments are to be called which have the same advance calling time, the Engineer first out on the Guaranteed Extra Board will have his choice of the assignments. The Operations Manager's Office will advise Engineers if they have a choice of assignments with the same advance calling time.
- E. When Engineers are called for an assignment, the Operations Manager's Office will advise as to the time they are to report, the designated location and the primary work function of the assignment.
- F. The Operations Manager's Office will, when calling Engineers for duty, allow the telephone or cell phone to ring ten (10) times and/or wait ten (10) minutes after calling the pager number before considering Engineers to have missed their call. In the case of a busy signal, repeated attempts will be made for ten (10) minutes before considering Engineers to have missed their call.

Section 5 – Failure to Respond to Call

- A. Engineers who do not respond to call for assignments on the Guaranteed Extra Board will lose their position on the board and be held off the board for twelve (12) hours.
- B. Engineers further down the Guaranteed Extra Board who fail to respond to a call for the same assignment will be dropped to the bottom but will not be held off the board.

Section 6 – Called Not Used

- A. Engineers called for service and notified before arrival at reporting point that they will not be needed, will retain their position on the Guaranteed Extra Board without compensation.

- B. Engineers called and reporting for service and notified within fifteen (15) minutes after the scheduled reporting time that they will not be needed will retain their position on the Guaranteed Extra Board, and will be paid three (3) hours. If the Engineer is called for a remote reporting location, he would also retain the arbitrary as provided for in Article 5 Section 8.
- C. Engineers called and reporting for service and notified after fifteen (15) minutes from the scheduled reporting time that they will not be needed will be placed at the bottom of the Guaranteed Extra Board and will be paid eight (8) hours.
- D. Calls made to other Guaranteed Extra Board Engineers between the calls and the returns to the Guaranteed Extra Board specified in Article 5 Section 6A and B above will not be the subject of any claims for time.

Section 7 – Laying Off

- A. Except in the case of sickness, regular Engineers laying off will be off for minimum of one (1) tour of duty and will protect their regular assignments following the expiration of the specified time. A minimum of three (3) hours' notice shall be provided.
- B. Except in the case of sickness, extra board Engineers laying off will be off for a specified number of hours (minimum of 8) and will be returned to the bottom of the extra board at the expiration of the specified time.
- C. Regular Engineers laying off sick must notify the Operations Manager's Office of their return to duty at least three (3) hours in advance of the starting time of their regular assignments.
- D. Extra board Engineers laying off sick will notify the Operations Manager's Office of their availability for service and will be returned to the bottom of the extra board at that time.
- E. Regular and extra board Engineers may, at their option, accept assignments while laid off if all other calling steps have been exhausted.
- F. Engineers laying off during their tour of duty will be paid actual time worked and the balance of the shift will be supplemented by sick leave or Personal Time Off (unplanned -- PTU).

Section 8 – Remote Reporting

- A. Any engineer reporting for duty at a remote reporting point shall be paid a one (1) hour arbitrary at the straight time rate if the remote reporting location is within a thirty (30) mile radius of the yard office on SR 509, to include East Olympia. This rate shall be

adjusted upward an additional thirty (30) minutes for each additional fifteen (15) miles, or part of, from our current on/off duty point, the yard office.

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

Section 9 – Run Around on Extra Board

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

Section 10 – Extra Board Guarantee

- A. Engineers on the extra board will be guaranteed forty-eight (48) hours pay at the straight time hourly rate per week, protecting up to six (6) days in the work week. This guarantee will be calculated in the payroll week in which it accrues and paid in the corresponding pay period. Extra board engineers working five (5) straight time starts, or forty (40) straight time hours during the work week will have fulfilled their work week requirement, and will go into rest status for the remainder of the work week.
- B. This guarantee will be reduced by eight (8) hours for each calendar day or portion thereof extra board Engineers are not available for service (exclusive of rest periods and missed call penalties).
- C. This guarantee will be offset by all payments (including holidays) accruing to assignments worked during the work week and by any payments made pursuant to Article 5 Section 6B of this Agreement, exclusive of Article 5 Section 8A payments.
- D. A regular Engineer who is displaced and immediately exercises seniority to the extra board will not lose guarantee for that day.
- E. Engineers who are placed on or displaced from the extra board prior to adjustment day will qualify for the weekly guarantee pro-rated to the number of days actually on the board.
- F. Engineers who are dropped to the bottom of the extra board pursuant to Article 5 Section 5B of this Agreement and who do not work in that calendar day will forfeit eight (8) hours guarantee.

Section 11 – Use of Regular Engineers

- A. Regularly assigned Engineers may be called in accordance with all calling procedures and in seniority order to cover other assignments in advance of their regular reporting time or on their rest day(s). Regularly assigned Engineers who accept such other assignments and are, therefore, unable to cover their regular assignments will be made whole for any loss of earnings, provided they remain available for service until their regular assignment next goes off duty.

ARTICLE 6 – STARTING TIME

Section 1

- A. All assignments shall have a fixed starting time and the starting time of a crew will not be changed without notice posted prior to the start time of the previous work day.
- B. All assignments will begin work in the following time brackets of 6:30 A.M. and 8 A.M. (day); the second 2:30 P.M. and 4:00 P.M. (swing); and the third 10:30 P.M. and 12 midnight (grave yard). Carrier may call an extra job at any time provided extra job is called within the start time brackets.
- C. At times when a twenty-four (24) hour-operation or (continuous service) is not required, engineer can be started at any time within the brackets identified in Article 6 Section 1B.
- D. Upon mutual agreement by the Superintendent and the General Chairman, engineers can be started at any time.

ARTICLE 7 – LUNCH PERIODS

Section 1

- A. Engineers shall be allowed twenty-five (25) minutes for lunch commencing not before four and one-half (4-1/2) and completed prior to six (6) hours after starting work, without deduction in pay or time therefor.
- B. Should the first meal period be delayed until after the six (6) hours provided above, the engineer shall be paid forty-five (45) minutes at the time and one-half (1 ½) rate and be allowed to eat.
- C. Should there be a flagrant violation of this Article 7 Section 1A in which the engineer is not allowed to eat in eight (8) hours, such engineer shall be allowed eight (8) hours pay in addition to all other earnings.

- D. Engineers shall be allowed twenty-five (25) minutes for a second lunch period ten and one-half (10-1/2) hours after starting work, without deduction in pay or time therefor. Engineers required to work beyond ten and one-half (10-1/2) hours after starting work and not permitted to utilize their second lunch period within total time shall be allowed 45 minutes as an arbitrary allowance at punitive rate in addition to all other earnings, and shall be tied up no later than 11 hours 55 minutes on duty.
- E. Meal periods shall be calculated from the start time of the assignment.
- F. Engineers working at locations other than the Tideflats may be required to take their lunch at locations other than the Tideflats lunchroom.

ARTICLE 8 – SENIORITY RIGHTS OF ENGINEERS

Section 1

- A. Engineers shall be employed to operate any type of motive power and/or any other form of equipment or device however controlled or operated, capable of being used to switch cars on Tacoma Rail trackage. Locomotive engineers and other employees may operate locomotives on shop tracks.
- B. Engineers shall hold seniority rights on all tracks owned and/or operated by Tacoma Rail. An engineer's seniority date shall be established on the first date the employee performs service as a certified engineer. An Engineer seniority roster shall be kept at the on-duty point.

Note: See Article 26 Section 1F.

- C. Engineers currently employed and past the probationary period as defined in Article 21 – Probationary Period shall be paid in addition to all other earnings, when training student locomotive engineers, under the provision of Article 26 – Student Engineer Agreement, one (1) hour at the straight time rate.
- D. The right of preference of work shall be governed by seniority. A displaced engineer shall be permitted to displace any engineer his junior.
- E. Engineers shall not be permitted to exercise seniority in such a way so as to enable them to work more than one (1) shift in a calendar day when other engineers are available, except when displaced by senior engineer or assignments are discontinued.
- F. The parties recognize that in order to meet a customer's immediate, unanticipated service needs, or to meet unanticipated operating exigencies at a time a regularly assigned bid crew assigned to perform said service is not present and/or available and time will not permit calling a rested extra Engineer, a regularly assigned bid crew on duty in the terminal may be used to answer this unanticipated service need. It is not the

intent of the parties to utilize this provision on a daily basis for a regularly assigned bid crew. In the event a regularly assigned bid crew is utilized to perform unanticipated work for five (5) or more hours in a shift, the Engineer shall be paid at the time and one half (1 ½) rate of pay for the entire tour of duty.

- G. In the event it becomes necessary to reduce the engineers' extra board it shall be done in the reverse order of seniority. Engineers taken off under this rule shall be returned to the service in the order of their seniority when their services are required.
- H. Engineers laid off by reduction of forces shall be required to keep the Superintendent informed as to their current contact information, and such engineers shall be notified in the order of their seniority to report for service when their services are required. The notice to the engineer to report for service shall be sent by certified, return receipt mail to the last address given to the Superintendent. This does not preclude Carrier notification by telephone. Engineers must acknowledge receipt of the notice within seventy-two (72) hours after receipt thereof, and state in such acknowledgment the date he/she shall report for actual service or advise that he/she shall not report. Should the engineer fail to respond to the notice within seventy-two (72) hours after receipt thereof, he/she shall not be permitted to return to service earlier than the 30th day from the date of notice. The date the engineer specified in such acknowledgment that he/she shall report for service shall fix the earliest date upon which he/she may be returned to the service. Failure to report for service within thirty (30) days after being notified to do so, as set forth herein, shall be cause for termination of employment with the City.
- I. The management shall post a seniority list of engineers on January 1st of each year showing such seniority as established in accordance with the foregoing provisions of this Article 8. Any engineer desiring to protest the seniority and rating, as shown on the list, or the absence of seniority and rating, must do so within sixty (60) days from the date list is posted, otherwise his protest shall not be considered.
- J. When the supply of all available engineers holding seniority as such at Tacoma Rail has been exhausted and there is a need for additional engineers to protect the service, management may temporarily use engineers from some other source. However, such emergency engineers would not establish seniority as engineers.
- K. It is recognized that it is not the intent of the parties that Article 8 Section 1J immediately above could or would be used to eliminate engine service positions, furlough engine service employees or avoid hiring engine service employees by using Carrier officers or other employees not subject to the terms and conditions of this Agreement to perform service as Engineers.

ARTICLE 9 – COURT APPEARANCES

Section 1

- A. Locomotive engineers required to attend court as witnesses, or to give depositions, or acting in any other capacity pertaining to legal matters on behalf of the Carrier, shall be compensated in the same manner as in Article 23 – Discipline Rules and Procedures, Section 2G.

ARTICLE 10 – YARD AND SWITCHING LIMITS

Section 1

- A. Yard or switching limits shall not be changed so as to deprive engineers of any work until after conference is held and agreement reached. It is understood that all Tacoma Rail tracks are located within yard owned switching limits and that all Tacoma Rail tracks have been designated as interchange tracks.

ARTICLE 11 – INCIDENTAL WORK

Engineers may perform the following items of work in connection with their own assignments without additional compensation:

- a. Handle switches
- b. Move, turn, spot and fuel locomotives
- c. Supply locomotives except for heavy equipment
- d. Inspect locomotives
- e. Start and shut down locomotives
- f. Make head-end air tests
- g. Prepare reports while under pay
- h. Use Carrier supplied electronic devices, communication devices, copy and handle train orders, clearances and/or other messages
- i. Any duties formerly performed by firemen

NRLC Letters of Understanding #7 and #8 dated May 19, 1986 listed below are made a part of this Article 11 for clarification:

Paragraph A – Letter #7

This confirms the understanding that the provisions concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the BLET to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad. It is further understood that paragraphs (a) and (c) of the above Section do not contemplate that the engineer shall perform such incidental work when other members of the crew are present and available.

Paragraph B – Letter #8

It is understood that the reference to moving, turning, spotting and fueling locomotives contained in the above (b) includes the assembling of locomotive power, such as rearranging, increasing or decreasing the locomotive consist. It is not contemplated that an engineer shall be required to place fuel oil or other supplies on a locomotive if another qualified employee is available for that purpose.

ARTICLE 12 – ENGINEER PILOTS

Section 1

- A. Should the service require the use of an engineer pilot, such engineer pilot shall be called in accordance with Article 5 Section 2A. An engineer pilot will be utilized whenever an unqualified foreign railroad(s) operates on any tracks owned or operated by Tacoma Rail. Carrier and Organization agree to discuss each situation as it arises.

ARTICLE 13 – RULES REVIEW

Section 1

- A. Employees required by management to attend rules review during off-duty time shall be paid their regular straight time rate on a minute basis for actual time spent, with a two (2) hour minimum and a three (3) hour maximum.
- B. An employee previously certified on rules who fails to pass a subsequent rules examination shall be given a second rules examination before being withheld from service.

- C. It is recognized by parties signatory to this agreement, that Carrier retains existing right to conduct rules review, railroad related safety training classes and employee meetings during assigned working hours without additional pay. It is understood that the Carrier may change starting times to facilitate the above.

ARTICLE 14 – MANDATORY TRAINING CLASSES

Section 1

- A. GENERAL POLICY: It is mutually agreed that continuous development, improvement and training are in the best interest of the Carrier and the locomotive engineers represented by this Agreement. Further, the BLET agrees to support and participate in all development training required by the Carrier to maintain a safe and competitive railroad operation, except as provided in Article 14 Section 1A(3) below.

Engineer training shall be scheduled at Carrier's discretion and shall count as service preformed. Engineers shall be responsible for maintaining their certifications. When locomotive engineers are required to engage in mandatory training, pay shall be as follows:

1. All engineers who are required by law or the Carrier to attend classes and/or examination for operating rules, safety rules or other specific training will be made whole for all lost time, but not less than the applicable basic day. If assigned to training on rest days the locomotive engineer shall be paid one and one-half (1½) times the applicable rate.
2. Engineers holding a twelve (12) hour bid assignment who attend mandatory training shall not forego the supplemental four (4) hours at the end of the work week.
3. Locomotive engineers who are eligible and stand to receive the \$37.00 Supervisor only arbitrary as per Article 30 Section 2A(3) shall have the option of not taking mandatory training and be allowed to perform service.
4. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the Carrier permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities. Voluntary training is on locomotive engineer's own time and is reimbursable consistent with Personnel Management Policy 800.

ARTICLE 15 – TIME CLAIMS AND GRIEVANCES

Section 1

- A. All claims or grievances must be presented in writing, by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the Union with a copy to the engineer, in writing, of the reasons for such disallowance. If not so notified, the claim or grievance 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 similar claims or grievances.
- B. The BLET General Chairman and the Operations Manager or his designee may adjust claims or grievances prior to the formal appeals process if mutually agreeable.

Note: This adjustment process in no way modifies time limits as set out in this Article.

- C. All claim/grievances which are denied in whole or in part within the proper time limit may be appealed within sixty (60) days from the postmark date of denial by the Engineer or the Union to the Superintendent. Within thirty (30) days from the receipt of such appeal a date, time, and place for conference will be set. Decision on appeal will be made at the conference or within thirty (30) days thereafter. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the engineers as to other similar claims or grievances.
- D. All rights of a claimant involved in continuing alleged violation of the agreements shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an engineer held out of service in discipline cases, the original notice or request for reinstatement with pay for time lost shall be sufficient. The parties are in agreement that in the application of the above, the letter of declination from the first officer of the Carrier shall constitute a claim of record, and at such time that the dispute giving rise to said claims is resolved, those claims that are a matter of record, shall be disposed of on the basis of such decision or award.
- E. The decision of the Superintendent will be final and binding unless within six months of such final denial the claim is disposed of on the property or proceedings for disposition of the claim are instituted by the Engineer or by the BLET before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

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- F. The time limits at any stage of handling may be extended by written agreement between the Carrier and BLET. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

ARTICLE 16 – LEAVE OF ABSENCE

Section 1

- A. Leave of absence without pay may be granted by the Tacoma Rail Superintendent, with the approval of the Director of Human Resources, for a period not to exceed thirty (30) working days, upon the oral request of the engineer for such reason as the Superintendent may deem sufficient and whenever extra or relief engineers are available. An engineer granted a leave of absence may return to work consistent with Article 4 Section 2E of this Agreement prior to the expiration of such leave upon application to the Superintendent of Tacoma Rail, and the remainder of such leave of absence shall thereupon be canceled.
- B. Leave of absence without pay for more than thirty (30) days but not to exceed one (1) year, may be granted regular engineers by the Tacoma Rail Superintendent, with the approval of the Director of Human Resources where granting such leave best serves the interests of the City. No such leave shall be granted except upon written request of the engineer submitted in advance, stating the reasons and the inclusive dates of such leave. Upon expiration of such regularly approved leave the engineer shall be allowed to exercise his seniority. Failure on the part of the engineer to report for duty promptly at the expiration of such leave shall be regarded as a voluntary resignation. A request for extension of such leave of absence without pay may be granted for an additional specified period. No such extension of leave shall be granted except upon written request of the engineer submitted in advance.
- C. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to a regular or probationary engineer to enable him/her to take an appointive position in the City Service; to perform Committee work for the BLET; to accept official position with the BLET, or for sickness or temporary disability. A request for leave without pay by an engineer in order to accept employment other than named in this paragraph, except in unusual circumstances, shall be considered as insufficient reason for approval of such request.
- D. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to regular engineers for the purpose of service in the Armed Forces; provided that such request for such leave shall be in writing and accompanied with a validated copy of military orders ordering such engineer into active service with the Armed Forces.

ARTICLE 17 – SICK LEAVE BENEFIT PLAN

Section 1

A. As outlined in the City of Tacoma's Pay and Compensation Plan, Section 1.12.231, each regular full-time, probationary, or permanent extra employee shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period in which they have any regular time for which regular pay shall be received. Eligible employees who are on a leave of absence for active duty training or for inductive purposes shall accrue sick leave. Sick leave shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned. There shall be no limit on sick leave accruals..

1. Sick leave benefits paid under this Article 17 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.
2. In order to be granted benefits under this Article 17, the employee must report to the Operations Manager's office the reason for the absence and keep the Superintendent informed of his condition if the absence is of more than four (4) working days' duration. The Superintendent must be satisfied that the reason for each absence is legitimate, and satisfactory evidence, including a verifying certificate from a reputable physician, verifying that the employee was physically unable to perform his/her regular duties may be required.

B. Bereavement and Illness in Family

1. Bereavement leave of up to four (4) working days shall be allowed in case of death of employee's spouse, father, mother, foster parent, grandparent, grandchild, brother, sister, child, or foster child, or spouse's parent, brother, sister or grandparent. Each working day of such leave shall be paid at the employee's regular basic daily rate; 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 leave taken. Bereavement leave may be charged against the employee's sick leave accruals, if any. Employees must notify the Operations Manager's office prior to taking bereavement leave.
2. Upon approval by the Superintendent, a maximum of four (4) days sick leave may be granted for a serious illness or injury suffered by a relative living with and dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician. In the event of any such absence, a

statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required if requested by the Superintendent.

- C. A locomotive engineer separated from the City service due to death or retirement for disability or length of service under Railroad Retirement Pension shall be compensated to the extent of twenty-five (25) percent of his sick leave accruals. A regular or appointive locomotive engineer separated in good standing from the City service for any other reason than death or retirement shall be 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.
- D. Locomotive engineers shall earn eight (8) hours of additional paid time off for each six (6) consecutive months during which the employee does not utilize any sick leave, to a maximum total of sixteen (16) hours off per year. This additional paid time off may be converted to cash, at the employee's option. Employees shall be allowed to utilize wellness time off as additional floating holiday. Current engineer rate of pay shall apply.

ARTICLE 18 – PERSONAL TIME OFF (PTO)

PERSONAL TIME OFF (PTO) All employees hired after January 1, 2012 who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Official Code of the City of Tacoma. A portion has been added as reference which says, in part:

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

A. Rate of accrual of Personal Time Off.

- 1. Employees who elect to transfer from their present vacation and sick leave plans to the Personal Time Off plan during a designated enrollment period shall accrue Personal Time Off hours for each biweekly pay period in which he or she has been in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of vacation and sick leave plans.

Completed Years of Service	No. of Days per Year	8-Hour 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 may be taken in tenths (0.10) of an hour increments.
2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.
3. Unplanned Use of Personal Time Off.
 - a. Personal Time Off may be used without prior approval for employee or family emergencies. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which interferes with job performance or City operations may subject the employee to corrective action.

4. Employee is allowed to use any or all of the employee's choice of sick leave or Personal Time Off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. For purposes of this section, the following definitions apply:
 - a. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.
 - b. "Grandparent" means a parent of a parent of an employee.
 - c. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
 - d. "Parent-in-law" means a parent of the spouse of an employee.
 - e. "Spouse" means a husband or wife, as the case may be.
5. Permissible Cash-out of Accrued Personal Time Off.
 - a. 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.

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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.

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.

ARTICLE 19 – VACATION WITH PAY

The following provisions for vacation with pay are now provided by ordinance of the City of Tacoma.

Section 1

- A. The current rate of accrual of vacation leave. Employees shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

Years of Service Leave	Accrued Hours Per Pay Period	Days of Vacation
0 - 3	3.69	12
4 - 7	4.6	15
8 - 13	5.22	17
14 - 18	6.14	20
19	6.45	21

20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

- B. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in a paid status.
- C. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service shall be completed.
- D. No employee shall earn more vacation in any one (1) 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.
- E. 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.
- F. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.
- G. A regularly employed, full-time employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the pay rate appropriate to the class of position that the employee had worked on for the majority of time in the six-(6) month period immediately prior to the effective date of the vacation leave taken.
- H. It is agreed that vacation period of engineers shall begin with the first assigned working day of the vacation period and shall end with the assigned off-days that may follow a vacation period. Employees may be permitted under this rule to report back for duty on any assigned off-day contiguous to the end of their vacation period.

ARTICLE 20 – HOLIDAYS

Holidays shall be as provided in Section 1.12.210 of the Official Code of the City of Tacoma. This Section shall provide in part as follows:

Section 1

- A. All regular, probationary or extra employees shall be paid for, the following holidays as specified in this subsection: New Year's Day (January 1); Washington's Birthday (third Monday in February); Memorial Day (last Monday in May); Fourth of July; Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day; the day immediately following Thanksgiving Day; Christmas Eve Day (December 24); Christmas Day (December 25).

In addition to the above holidays, employees shall be entitled to two (2) floating paid holidays per calendar year; these days to be mutually agreed to by both employee and management. An employee shall be allowed to take his/her birthday as one (1) floating holiday, provided the Superintendent receives the request in writing ten (10) days prior the birthday. To be eligible for this holiday, employees must have been or are scheduled to be continuously employed by the City for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement.

The second floating paid holiday per calendar year shall be granted to qualifying employees in lieu of Martin Luther King's Birthday holiday; this day to be mutually agreed to by both employee and management. It is understood that an employee may use this second floating holiday on Martin Luther King's birthday holiday if desired.

- B. All holidays listed above shall be observed on the day on which they fall. Carrier will make every effort to provide forty-eight (48) hours advance notice which jobs are scheduled to work on the holiday.
- C. 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 shall determine the rate of holiday pay. To qualify, unless it is determined by the Superintendent that sufficient employees are otherwise available for performing service and no additional expense shall accrue to management, a regularly assigned employee must be in a paid status on the regular work day immediately preceding and following such holiday.
- D. Engineers performing service for the Carrier on a holiday shall be paid two (2) times the daily rate of pay.

- E. Guaranteed Extra Board Engineers, in order to qualify for the prescribed paid holiday must:
1. Be in a paid status on the regular workdays immediately preceding and following the holiday, or
 2. Be available for service on the full calendar days immediately preceding and immediately following the holiday and perform service on such holiday, or
 3. If an Engineer works on the holiday, the class in which he/she is working shall determine the rate of holiday pay. Demoted Engineers temporarily elevated to an Engineer for the holiday, not used and returned to a demoted Engineer status, shall be paid at the Engineer rate of pay for the holiday.
- F. Engineers entitled to holiday pay shall be paid for such holiday whether or not it falls on an assigned rest day of the Engineer involved. Engineers whose bid assignment is scheduled to work on a holiday shall be required to protect their bid assignment and shall be paid as provided for in Article 20 Section 1D above.
- G. In the event sufficient Engineers are available for service as determined by management, and no additional expense shall accrue to the Carrier, the requirement that a regular Engineer be available for or perform service as a regularly assigned Engineer on his/her workdays immediately preceding and following such holiday as defined in Article 20 Section 1C may be waived.

ARTICLE 21 – PROBATIONARY PERIOD

Section 1

- A. Initially hired locomotive engineers entering the service of Tacoma Rail shall have a probationary period not to exceed one hundred twenty-five (125) working days. The promotional cross training probationary period shall be forty-five (45) working days. The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the student engineer's work, for securing the most effective adjustment of the student engineer to his/her position, and for rejecting any student engineer whose performance of adjustment is not satisfactory. At any time during the probationary period the Superintendent may remove or demote a student engineer whose performance is not satisfactory, provided the Superintendent notifies the student engineer, the BLET General Chairman and the Director of Human Resources of the reason(s) for such action. The Director of Human Resources, on the basis of this report, may reinstate the student engineer to the employment list should such action appear to be in the best interest of the City.

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ARTICLE 22 – SEPARATION AND RE-EMPLOYMENT

Section 1

- A. An Engineer who voluntarily separates from the Carrier and is re-employed, shall rank as a new Engineer.
- B. Engineers separating from the Carrier shall be paid at the earliest practicable time in full, less the authorized deductions which may be found against their pay.
- C. Upon the request of a Locomotive Engineer separating from City service, the Superintendent shall provide a letter verifying the time period of service and classifications(s) of the Locomotive Engineer.

ARTICLE 23 – DISCIPLINE RULES AND PROCEDURES

Section 1 – General Requirements

- A. An Engineer shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing except when the act or occurrence to be investigated is of a serious nature including: GCOR 1.5 Drugs and Alcohol, insubordination, extreme negligence, dishonesty, or when continuing an Engineer in service may constitute a threat to Carrier personnel, Carrier property, or property entrusted to the custody of the Carrier. Suspension pending a hearing will not be considered as prejudicial to the Engineer and will be used sparingly by the Carrier. Engineer may waive a hearing in accordance with Article 23 Section 2B.

Section 2 – Formal Hearing

- A. Notice of Hearing
 - 1. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing: within a reasonable period of time but not to exceed ten (10) days from the date of occurrence of, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the Engineer within ten (10) days of the Carrier's first knowledge of the act or occurrence. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. Carrier shall provide the General Chairman a copy of the signed notice.

2. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
3. The Carrier shall have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.
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 shall not be permitted to exercise the option under Section Article 23 Section 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 acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph shall not establish precedents in the handling of any other cases.
2. No minutes or other record shall 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. The hearing may be postponed by either party due to sickness, injury, vacation of principals or witnesses, or unavailability of chosen representative. The hearing may be postponed for other reasons by mutual consent of the parties. Consent shall not be unreasonably withheld. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day.

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.

Note: In the event all qualified Tacoma Rail officers are unavailable or are required to be witnesses in the hearing, Carrier is not prevented from having an officer of another railroad be the conducting officer in the interest of providing a fair and impartial hearing.

Note: When another Carrier is involved, this shall not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

2. The employee shall have the right to be represented at the hearing by an employee or a Union representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
3. An employee's personal service record shall not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
4. If the formal hearing is not held within the time limits specified in Article 23 Section 2A (2), the employee shall not be disciplined, shall be paid for all time lost, and no disciplinary entry shall be made in the employee's personal service record.
5. The employee and witnesses shall be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

E. Transcript of Hearing

1. It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this shall not preclude the employee or employee's representative from making a record of the proceedings for their own use.
2. If, during the hearing, a partial transcript is made prior to conclusion of the hearing such partial transcript shall be made available to the employee and employee's representative upon request. If electronic recording devices are used

and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate Carrier facility.

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

F. Hearing Decision

1. If the formal hearing results in assessment of discipline, the results of the formal hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the Engineer within fifteen (15) days from the date the hearing is concluded. Carrier shall provide the General Chairman a copy of the results.
2. The Engineer must be notified within fifteen (15) days from the date the hearing is concluded if no discipline is being assessed, and any charges related thereto shall be removed from the employee's personal service record.

G. Compensation for Attending Hearings

1. Witnesses, as referred to in Article 23 Section 2A(3), who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they shall be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
2. If hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.
3. If hearing is conducted during working shift, no additional payment shall be made for attending hearing.
4. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

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H. Time Limit on Appeals

For purposes of this Article 23, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).
 - If certified, return receipt mail is used, the day following the postmark date shall be considered day one (1).
1. If the finding of the hearing is that the Engineer is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the BLET General Chairman or his designated representative to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days unless an extension is mutually agreed to by the parties.

Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Engineer, he will be paid in accordance with Article 23 Section 2G. If the appeal is denied, that decision will be final and binding unless within six (6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the BLET before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

2. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of Article 23 Section 2H(3) of this Agreement.
3. If at any point in this appeals procedure or in proceedings before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be removed and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
4. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

I. Effect of Time Limits

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

ARTICLE 24 – EMPLOYEES GENERAL COMMITTEE OF ADJUSTMENT

Section 1

- A. The general Committee of Adjustment (GCA) of the BLET shall consist of engineers of Tacoma Rail and shall represent all engineers and student engineers in the making of agreements covering rates of pay, working conditions and interpretations thereof.
- B. All controversies affecting locomotive engineers and student engineers shall be handled in accordance with the interpretation of these agreements, as agreed upon between the General Committee of Adjustment and Carrier Management, and any final settlement arrived at shall be binding on the Union and Carrier Management and the engineer or engineers involved.

ARTICLE 25 – EMPLOYEE INFORMATION

Section 1

- A. The Carrier shall provide the General Chairman with a list of all engineers who are hired or terminated, their home addresses, home phone numbers, and the engineer's employee identification number.

The data shall be supplied within thirty (30) days after the month in which the engineer is hired or terminated. Where the Carrier cannot meet the thirty (30) day requirement, the matter shall be worked out with the General Chairman.

ARTICLE 26 – STUDENT ENGINEER AGREEMENT

Section 1

Tacoma Rail may establish and maintain a student engineer program for the training and qualifying of trainees to become locomotive engineers as follows:

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- A. A student engineer may be any person selected by the Carrier for certification as an engineer, and establishing seniority working rights under agreements controlled by the BLET.
- B. The certification training program shall consist of classroom instruction and work experience, as determined by the Carrier. Classrooms, necessary books and materials, and instructors shall be furnished by the Carrier.
- C. A student engineer shall be reimbursed for actual reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom sessions which may be held beyond feasible commuting distances from the on and off duty point of Tacoma Rail engineers.
- D. Student engineers shall be covered by the provisions of Article 28 – Health and Welfare, and Article 29 – Off Track Vehicle Accident Benefits of the agreement covering engineers during the period in training and shall be paid based upon their high pay report.
- E. From time to time as may be necessary, the Carrier and the designated BLET representative shall designate individual engineers to act as engineer-instructors. While performing their customary service, these engineer-instructors shall have a student engineer assigned to them for one or more tours of duty, the engineer-instructor, training the student engineer in the functions and responsibilities of engineers under actual working conditions. For this service, the engineer-instructor shall be paid an arbitrary allowance of one hour at the pro-rata rate in addition to all other earnings for the tour of duty.
 - 1. The engineer-instructor shall permit the student engineer to operate the engine and perform other functions of an engineer, while under the direct supervision of the engineer-instructor.
 - 2. While the engineer-instructor cannot be relieved from his/her responsibility for the safe operation of his/her train and engine, he/she shall not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by a student engineer.
 - 3. Engineer-instructors shall be required to complete progress reports on student engineers assigned to them, as may be directed. Incompetence, lack of judgment, or other detrimental traits or attitudes shall be reported.
- F. Upon successful completion of the training program, a student engineer shall be given a certificate stating that he/she has become a certified locomotive engineer and shall establish his/her engineer's seniority as per Article 8 Section 1B of this Agreement and may be placed on the Engineers' Guaranteed Extra Board pursuant to Article 5 Section 2D of this Agreement. Student Engineers who are unable to mark to the Guaranteed

Extra Board will be considered demoted and allowed to exercise seniority to another craft, if any.

- G. Student locomotive engineers shall not be used in emergency service as engineers until they have graduated and been certified.
- H. The Carrier agrees to limit the number of student engineers employed at any one time to the number needed to meet the Carrier's requirements for locomotive engineers. The General Chairman of the BLET and the Carrier's representative shall cooperate with the Training Committee in determining the need for student engineers.
- I. Nothing contained in Article 26 is to be construed so as to prevent Carrier from normal hiring under civil service process.
- J. Locomotive engineers providing service for the Carrier in the capacity of a Designated Supervisor of Locomotive Engineers (DSLE) as prescribed under 49 CFR Part 240 – Qualification and Certification of Locomotive Engineers, shall be paid a minimum of two (2) hours at the applicable locomotive engineers' rate of pay for each engineer said DSLE monitors.

ARTICLE 27 – JURY DUTY

Section 1

A regularly assigned full time locomotive engineer who is required to report for jury duty shall be entitled to absent his/her regularly scheduled hours of work for the time spent in such required service. Locomotive engineer shall provide Carrier with copy of official jury summons.

- A. For each hour of such leave taken, the locomotive engineer shall be compensated by the Carrier for actual time lost with a maximum of a basic day's pay in an amount equal to his/her straight time rate for his/her position for each day loss less the amount allowed him/her for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualifications:
 - 1. In order to be paid by the Carrier for such leave, the locomotive engineer must submit to the Carrier written proof, executed by the administrator of the court, of having served the duration of such service and the amount of compensation received for such service.
 - 2. No leave of absence for jury duty, or compensation, shall be allowed for any day in which the locomotive engineer is compensated for vacation, personal time off, sick, holiday pay, or is not scheduled to work.

ARTICLE 28 – HEALTH AND WELFARE

Section 1 – Medical Benefits

- A. Active Engineers coming under the scope of this Agreement and their dependents will be covered under the Regence contract, Group #10010327 or Group Health, Group #6096500 provided medical coverage in the same manner as other City employees, including the employee contribution to the premium as outlined for single employees (\$40 per month) and family coverage (\$80 per month) at the time this contract is ratified and approved by the Public Utilities Board and City Council. The employee premium contribution will become effective as soon as practicable after Council adoption of this Agreement. During the term of this Agreement, the parties may meet to discuss employee contributions subject to the provisions of Article 36 – Moratorium, Section 1B of this Agreement.
- B. Tacoma Rail shall provide early retirement major medical coverage (under contract with the City as described in Article 28 Section 1A) for retired employees covered under this agreement in the same manner as the current railroad employees' national early retirement major medical benefit plan. BLET personnel who retire prior to being eligible for Medicare coverage shall participate in the medical plan provided to other retired City employees. Premiums for said coverage shall be paid for by the Carrier. Medicare Supplement - Regence shall be available for purchase by retired engineers.

Section 2 – Dental Benefits

- A. In lieu of the National Dental Plan, the parties hereto agree that the dental plan in effect for City of Tacoma employees shall be provided to employees represented by the BLET and their eligible dependents, with the City paying the same amount for said employees as for all other City of Tacoma employees.

ARTICLE 29 – OFF-TRACK VEHICLE ACCIDENT BENEFITS

Section 1

- A. Insurance coverage shall be maintained by Tacoma Rail to provide payments to employees injured under certain circumstances equivalent to the payments outlined and under the conditions described in Article IV(b) of the March 10, 1969 Brotherhood of Locomotive Engineers Agreement as amended by Article X of the July 26, 1978 Brotherhood of Locomotive Engineers' Agreement as further amended by Article IX of the Mediation Agreement Case No. A-13252, December 16, 2003 Brotherhood of Locomotive Engineers' Agreement.

ARTICLE 30 – RATES OF PAY

Section 1

Each locomotive engineer who has an employment relationship as of January 1, 2013 and qualifies pursuant to the conditions of this paragraph shall share in a onetime ratification payment of \$80,000.

This ratification payment shall be prorated based upon the total number of regular straight time hours worked by all locomotive engineers during the qualifying period of January 1, 2012 through December 31, 2012.

Each qualifying employee shall receive a prorated share based upon the number of straight time hours actually worked as a locomotive engineer during the qualifying period.

The payment to each qualifying employee will be calculated by dividing the \$80,000 by the total amount of regular straight time hours worked by all locomotive engineers during the qualifying period of January 1, 2012 through December 31, 2012. This amount will be multiplied by each straight time hour worked to determine each qualified employee's prorated portion of the payment.

To qualify for the ratification payment, a locomotive engineer must:

- A. Have an active employment relationship with the Carrier as of January 1, 2013; and
- B. Have established seniority in train or engine service on or before January 1, 2012; and
- C. Have received compensation for active service performed in engine service during the qualifying period of January 1, 2012 through December 31, 2012.
- D. There shall be no duplication of the ratification incentive payment by virtue of employment under another agreement.
- E. Locomotive engineers who were out of service for such entire period, or portion thereof, due to Carrier disciplinary action that is subsequently rescinded or overturned with pay for all time lost, will be entitled to the equivalent calculation.

Section 2

- A. Effective July 1, 2012 the hourly rate for all locomotive engineers shall be \$33.74. This rate of pay includes pay for completing work, time and accident reports and certification pay.
- B. Effective July 1, 2013, the hourly rate for all locomotive engineers shall be \$34.84.

- C. Effective July 1, 2014, the hourly rate for all locomotive engineers shall be \$35.94.
- D. Effective July 1, 2015, the hourly rate for all locomotive engineers shall be \$37.04.
- E. Effective July 1, 2016, the hourly rate for all locomotive engineers shall be \$38.14.
- F. Effective January 1, 2016 the parties will meet to negotiate wage rates to become effective July 1, 2017. In the event an agreement is not reached by July 1, 2017 all wages shall be retroactive to July 1, 2017. In the event the parties have not reached an agreement on wages effective July 1, 2017, the basic daily rate of pay for locomotive engineers shall be increased by *an* amount equal to 100% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Seattle area all items, measured from *June* of 2015 to *June* of 2016, with a minimum increase of two (2) percent and a maximum of four (4) percent.
- G. Cost Of Living Allowance and adjustments after July 1, 2017:
 - 1. Cost of living allowance(s) shall be payable in the manner set forth in Article 30 Section 1F above, until the terms thereof are revised by the parties pursuant to the Railway Labor Act.

Section 3 – Productivity Improvements

- A. In consideration for productivity gains afforded to the Carrier by the Organization in this agreement the following mutual agreement is effective as of the date this entire agreement is ratified by rank and file. (This Article 30 Section 2A(1) (2) and (3) does not apply to any locomotive engineer hired after August 1, 1992.)
 - 1. When a locomotive engineer hired before March 15, 1983 works with a crew consisting of less than a supervisor and two helpers, that engineer shall receive a special allowance of \$17.00 per tour of duty (\$2.75 higher than an engineer hired after March 15, 1983.) *This \$17.00 is not subject to future wage and COLA adjustments (engineers hired after March 15, 1983 refer to Part 2).
 - 2. When a locomotive engineer hired before August 1, 1992 but after March 15, 1983 works with a crew consisting of less than a supervisor and two (2) helpers, that engineer shall receive an additional special allowance of \$14.25 per tour of duty. This \$14.25 is not subject to future wage and COLA adjustments.
 - 3. A locomotive engineer hired before August 1, 1992 that works with a Supervisor-only crew shall receive an additional special allowance of \$37.00 per tour of duty. This \$37.00 is not subject to future wage and COLA adjustments. A locomotive engineer hired after August 1, 1992 shall not be eligible for special allowance payments contained in this Article 30 Section 2A(1) (2) and (3).

Note: It is agreed that an engineer whose seniority date pre-dates August 1, 1992 shall be entitled to the special allowance payments in this Article 30 Section 2A (1) (2) and (3) as specified even though no payment is made to reduced ground crew personnel hired after August 1, 1992, provided the engineer works with a reduced crew, as identified above.

Note: When ground crew personnel are working short crew, while waiting for another crew member to report for duty, they are paid double time and are not eligible for short crew allowance. Under this circumstance the locomotive engineer shall not be entitled to short crew allowance under Article 30 Section 2A (1) (2) and (3) above.

4. Engineers performing service with a crew consisting of less than a supervisor and two helpers shall not be responsible for accidents caused by failure of radio equipment to properly function. Carrier shall be responsible for maintenance of radios, and engineers shall not be held responsible for failure or malfunction of radio equipment unless obviously caused by engineer abuse or tampering.
5. Except in emergency, engineers working with a crew consisting of less than a supervisor and two helpers shall not be required to start switching or perform transfer service without operable radios on engines, nor shall they be censured or disciplined in any manner for refusing to do so.
6. No Carrier supervisor, official or non-engine craft employee shall be used to supplant or substitute in the exclusive work of any employee working under BLET Agreements.
7. This agreement is not applicable to engineers working with single position switch-operator assignments which did not become a one switch-operator assignment as a result of the so-called crew consist agreement, such as, but not limited to engineers handling light engines and engineer pilots on detoured trains.
8. The parties to this agreement shall not serve or progress prior to the attrition of all protected employees any notice or proposal for changing the specific provisions of the above Section 2. It is further acknowledged and agreed to that the compensation paid by the Carrier to fully implement the crew consist which incorporates special allowances shall not be subject to future negotiations. This Article 30 Section 2 shall not bar the parties, hired before August 1, 1992 from making changes in the above provisions by mutual agreement.
9. The parties hereto recognize the complexities involved in this Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements shall be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application shall be

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handled expeditiously in conference by the General Chairman and Superintendent. Such conferences shall be held promptly at the request of either party.

Section 4 – Longevity

- A. Effective January 1, 1987, eligible employees shall receive longevity pay in accordance with the following schedule: (Reference City of Tacoma's Pay and Compensation Plan, Section 1.12.133)

From 5 through 9 years aggregate service-----1% per month

From 10 through 14 years aggregate service-----2% per month

From 15 through 19 years aggregate service-----3% per month

20 years or more aggregate service-----4% per month

Eligibility for longevity pay shall be determined by the length of aggregate City service and shall be paid an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service shall be completed. Longevity pay shall not be considered part of the basic daily pay rate.

ARTICLE 31 -- SAVING CLAUSE

Section 1

- A. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 32 – UNION MEMBERSHIP AND DUES

Section 1

- A. It shall be a condition of employment that all employees of the Carrier covered by this Agreement who are members of the union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its execution date shall, upon completion of their probationary period, become and remain members in good standing in the Union, or in lieu thereof pay each month a service

charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement provided objections to joining the Union, which are based on either bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, it shall be resolved under the provisions of the Railway Labor Act, as amended.

Section 2

- A. The Union agrees that membership in the Union shall be consistent with the International Brotherhood of Teamsters (IBT) Constitution and the BLET's bylaws.

Section 3

- A. The Union agrees that the Carrier shall not terminate the employment of any employee under the security clause provision of this agreement until written notification is received from the Union that an employee has failed to pay the required dues of service charge or provide proof of an alternative based on religious tenets as provided herein above.
- B. Every engineer required by the provisions of this Rule to become and remain a member of the BLET shall be considered by the Carrier to be a member of the BLET unless the Carrier is advised to the contrary in writing by the General Chairman. The General Chairman shall be responsible for initiating action to enforce the terms of this Rule.
- C. The General Chairman shall furnish to the Carrier, in writing, the name and roster number of each engineer whose seniority and employment the BLET requests be terminated by reason of failure to comply with the membership requirements of this Rule.
- D. In the event the Carrier wishes to dispute the correctness of the BLET's position, it shall so notify the General Chairman within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefore. If, (1) no such exception is taken by the Carrier, or (2) the BLET does not withdraw its request within ten (10) calendar days from the date of the notice of exception, the Carrier shall transmit to the engineer at his last known address, through certified United States Mail, return receipt requested, a notice of termination and a copy of the BLET's request, a copy of which shall be furnished to the General Chairman.
- E. Dispute Resolution Process.

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1. Any engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request the Carrier in writing to accord him a formal hearing. Such a request will be honored by the Carrier and a date set for the formal hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by the Carrier of a request for a hearing will stay action on the request by the General Chairman for termination of the engineer's employment until the formal hearing is held and the final decision is rendered. If the engineer concerned fails to request a formal hearing as provided for herein, the Carrier will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless the Carrier and the BLET agree otherwise in writing.
 2. The Carrier will determine on the basis of evidence produced at the formal hearing whether or not the engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within ten (10) calendar days of the hearing date, and the engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the engineer has not complied with union membership requirements, his employment as an engineer will be terminated within ten (10) calendar days of the date of the decision, unless the Carrier and the BLET agree otherwise in writing.
 3. If the decision of the Carrier is not satisfactory to the engineer or to the BLET, it may be appealed in writing directly to the highest officer of the Carrier designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of the Carrier designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, the Carrier is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the General Chairman will have the right to be present at and participate in any hearing which involves the BLET.
- F. The BLET shall indemnify and hold harmless the Carrier against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Company pursuant to this Article 32.

ARTICLE 33 – NEGOTIATING COMMITTEE

Section 1

- A. The Carrier shall pay for one (1) local employee serving as the BLET negotiating committee, the regular basic daily rate of pay for each day spent in formal negotiations between the Carrier and the BLET, with a maximum of ten (10) meetings.

ARTICLE 34 – PERSONAL PROTECTIVE EQUIPMENT ALLOWANCE

Section 1

- A. Locomotive engineers required by the Carrier to wear high topped, ankle supporting shoes with defined heels when performing service for the Carrier shall be reimbursed upon receipt up to \$150.00 per pair (non-steel toe), and \$200.00 per pair (steel toe) not to exceed one (1) pair per year (per twelve months, from receipt month to receipt month).

There shall be no duplication of this shoe allowance by virtue of employment under another agreement.

- B. Locomotive engineers performing service for the Carrier shall be reimbursed upon receipt up to \$40.00 for gloves, not to exceed one (1) pair per calendar year.

ARTICLE 35 – MANAGEMENT/LABOR COOPERATION

Section 1

- A. Recognition: Both Union and Management recognize the desirability to work cooperatively to improve safety, customer service and operational efficiency, within the framework of this agreement.
- B. Specific activities: Specific activities that support this cooperation are participation in safety committee meetings, visits to customer location to explain operations or listen and record customer concerns, representing Tacoma Rail at local or regional trade, professional or civic meeting, participation in the Total Quality program. Participation in joint efforts to improve or review customer service or operations, participation in internships at Tacoma Rail, at customer locations, or other agencies of the City. This list is not meant to be all inclusive but to suggest the wide range of activities that may occur.
- C. Pay: While participating in such activities in cooperation with management, employees will be paid at the applicable rate. Hours worked in such activities, outside of an

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employee's regular work hours, shall count for overtime. If time spent is in lieu of service performed it shall be considered service performed, and thus also counted for establishing the straight time shifts necessary to achieve overtime.

- D. Volunteerism: No employee shall be forced to participate in any of the activities. Participation will be at the option of management based on volunteers.
- E. Scheduling: Work scheduling of activities as described in Article 35 Section 1B above will be at the discretion of management yet subject to volunteer participation. Vacancies created by participation of a volunteer employee will be filled by the normal call process.

ARTICLE 36 – MORATORIUM

Section 1

- A. This Agreement supersedes any and all previous Agreements and/or supplemental Agreements which it comes in conflict with between the City of Tacoma, Department of Public Utilities, Tacoma Municipal Belt Line Railway, d.b.a. Tacoma Rail, and the Brotherhood of Locomotive Engineers and Trainmen. Any Memorandum of Agreement or Letters of Understanding not modified or rescinded by this Agreement will remain in full force and effect.

This Agreement is in full and final settlement of Section 6 notices of the Union and Carrier. The parties to this Agreement shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until January 1, 2016, to become effective July 1, 2017. This Article 36 – Moratorium shall not bar the Carrier (TML) and the BLET Committee from agreeing upon any subject of mutual interest.

- B. This Agreement will remain in effect through June 30, 2017, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.


DEFINITIONS

- A. BLET General Chairman: The person elected by the membership of the Union to represent the interests of the membership and act for them under this Agreement.
- B. CSC: Civil Service Classification.
- C. Highest Designated Officer: Superintendent or designee.
- D. Locomotive Engineer, guaranteed extra board engineer, extra engineer, engineer: Certified member of the bargaining unit who operates the locomotive and performs service.
- E. L.W.O.P., Laying Off: A status in which an engineer has received prior approval to lay off and is in a leave without pay status.
- F. Management/Carrier: City of Tacoma, Department of Public Utilities, Beltline Division, d.b.a. Tacoma Rail.
- G. Performing Service: At the controls of a locomotive, performing locomotive engine service for the Carrier, or any other duties connected with the movement of any train or engine.
- H. Primary Work Description: The primary work description for each bid assignment shall be defined by the Carrier and Union prior to advertisement, and will include the agreed upon work and geographical location an assignment will work. Designation of a Primary Work Description will not serve to limit the Carrier's use of that assignment within its defined geographical location.
- I. Rest day(s): Assigned day(s) for rest that are established by bulletin as outlined in the bid job assignment. Engineers are not required to protect the service while on rest day(s).
- J. RLA: The Railway Labor Act, Title 45-United States Code, Chapter 8, Sections 151-188 as amended.
- K. Sexual Harassment: Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature when such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.
- L. Shift: A single tour of duty for an Engineer defined as day, swing, or grave yard.
- M. Student engineer: any person in training to qualify for certification as a locomotive engineer.

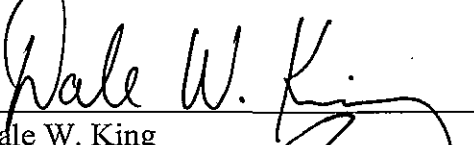
- N. Superintendent: The Highest Designated Officer at Tacoma Rail; his/her designees.
- O. Territorial Qualifications: For purposes of understanding, the areas requiring territorial qualifications are Tacoma Rail Mountain division (TRMW) from MP 2.0 – MP 5.0; BNSF mainline from Nisqually to Plum, and/or other new territories to be designated in the future.
- P. Union: Brotherhood of Locomotive Engineers and Trainmen.

EXECUTED THIS 10th DAY OF June, 2013.

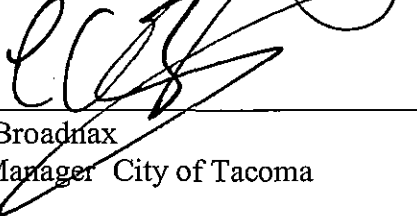
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TRAINMEN



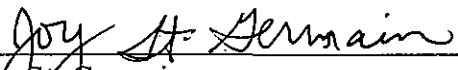
William A. Gaines
Director of Public Utilities/CEO



Dale W. King
Superintendent Tacoma Rail

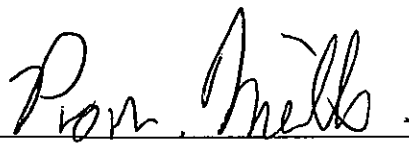


T. C. Broadnax
City Manager City of Tacoma

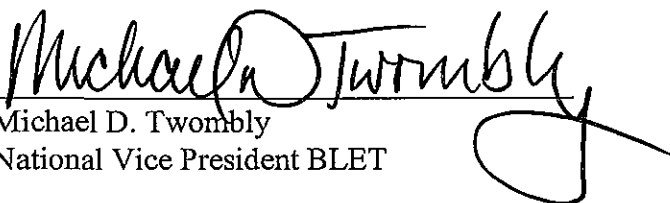


Joy St. Germain
Human Resources Director City of Tacoma

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS and




Ron Mills
General Chairman BLET



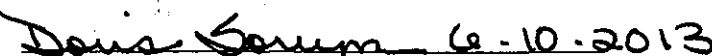
Michael D. Twombly
National Vice President BLET

APPROVED AS TO FORM:



Cheryl Comer
City Attorney - Deputy

Attest:



Doris Soren 6-10-2013
City Clerk

