2026-2028*

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

BELT LINE DIVISION dba TACOMA RAIL

AND

DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE #297

OF

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

TRACK WORKERS UNIT

*Per the Railway Labor Act no Section 6 notice can be served prior to July 1, 2028 for an effective date of January 1, 2029

TABLE OF CONTENTS

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
BELT LINE DIVISION
and
DISTRICT LODGE #160 of IAM and AW on behalf of LOCAL LODGE #297
TRACK WORKERS UNIT

Page

PREAMBLE 2
ARTICLE 1 – SUBORDINATION OF AGREEMENT 2
ARTICLE 2 – RECOGNITION AND BARGAINING UNIT 2
ARTICLE 3 – JOINT LABOR COMMITTEE 3
ARTICLE 4 – UNION MEMBERSHIP AND DUES 3
ARTICLE 5 – WORK STOPPAGE 4
ARTICLE 6 – MANAGEMENT RIGHTS 4
ARTICLE 7 – UNION ACTIVITIES 4
ARTICLE 8 – SAFETY STANDARDS 5
ARTICLE 9 – WORKING CONDITIONS 6
ARTICLE 10 – HOLIDAYS 9
ARTICLE 11 – BENEFITS 10
ARTICLE 12 – NON-DISCRIMINATION 11
ARTICLE 13 – HOURS OF WORK; OVERTIME; AND SHIFT ASSIGNMENTS 11
ARTICLE 14 – PRODUCTIVITY STATEMENT 12
ARTICLE 15 – TRAINING PROGRAM 12
ARTICLE 16 – DISCIPLINE 13
ARTICLE 17 – GRIEVANCE PROCEDURES 17
ARTICLE 18 – LABOR MANAGEMENT COMMITTEE 18
ARTICLE 19 – SAVING CLAUSE 18
ARTICLE 20 – TERM OF AGREEMENT 19
APPENDIX A 20

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DEPARTMENT OF PUBLIC UTILITIES
BELT LINE DIVISION dba Tacoma Rail
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DISTRICT LODGE #160 of IAM and AW on behalf of LOCAL LODGE #297

TRACK WORKERS

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

PREAMBLE

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

ARTICLE 1 – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, the City charter, and City ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City charter, or City ordinances are paramount and shall prevail.

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

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative at Tacoma Rail for the purposes stated in the Railway Labor Act, as amended, for all the railway track maintenance and inspector positions including, but not limited to, listed as follows:

Appendix A

7119 Railway Track Inspector
7120 Railway Track Maintenance Worker
7121 Railway Track Maintenance Supervisor
7145 Railway Track Equipment Mechanic-Welder

ARTICLE 3 – JOINT LABOR COMMITTEE

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

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

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof.

There shall be no retroactive deduction of union dues.

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

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

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

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

ARTICLE 5 – WORK STOPPAGE

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

ARTICLE 6 – MANAGEMENT RIGHTS

Section 6.1 The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, including but not limited to the right to contract for services of any and all types.

Section 6.2 The direction of its working force is vested exclusively in the Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (f) determine the methods, means, and personnel by which such operations are to be conducted and; (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with the provisions of the Railway Labor Act as amended, state or Federal law, or this labor agreement.

The Carrier retains the right to evaluate the employees' performance in a manner consistent with Employee Development Performance Review (EDPR) program. The EDPR may not be used as a basis for initiating discipline or delaying a scheduled pay increase.

Section 6.3 – Work Assignments The Carrier agrees to make every effort possible consistent with workload, workforce needs and efficient operations to assign employees to work within proper jurisdictional lines. In making work assignments, the Carrier shall consider seniority, and other factors, including, but not limited to, required training and break-in time for a particular assignment.

ARTICLE 7 – UNION ACTIVITIES

Section 7.1 Authorized representatives of the Union may, after notifying the Carrier official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Carrier work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 7.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for their lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 7.3 – Steward's Right to Process Grievances Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to their supervisor upon return to work.

B. The Union shall furnish the Carrier with a written list of its stewards immediately after their designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 7.4 – Negotiating Allowance The Carrier shall pay for one (1) employee representative (on the Union negotiating committee), the regular basic daily rate of pay for each regular service performed day spent in formal negotiations between Management and the Union, up to a maximum of six (6) meetings.

Section 7.5 A shared pool of up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

ARTICLE 8 – SAFETY STANDARDS

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

Section 8.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, City, and department regulations legally binding upon the Carrier shall be complied with.

Section 8.3 The Carrier will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All safety equipment required by the Carrier is to be furnished by the Carrier .

Section 8.4 The Carrier and the Union mutually agree that periodic training will be provided and that knowledge of the Rules book, Federal Railroad Administration Track Safety Standards, Code of Federal Regulations Title 49 Parts 213, 214 and 237, bulletins and standards may be evaluated. An employee previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

Section 8.5 It is recognized by the Parties signatory to this agreement that the Carrier retains its existing right to conduct rules review, safety classes, and training classes during assigned working hours without additional pay.

Section 8.6 Union stewards and/or business representatives may attend all safety committees and act as ex officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

Section 8.7 Railway Track Inspectors, Maintenance Workers, Railway Track Equipment Mechanic-Welder, and Maintenance Supervisor employed at Tacoma Rail will wear appropriately maintained safety-toed work boots compliant with current Carrier requirements when required by the Carrier. Employees will receive a boot allowance of three hundred fifty dollars ($350) annually toward this purchase on the first pay date in January of each year, effective following ratification of this agreement.

Section 8.8 Carrier agrees to furnish leather work gloves, as needed. Replacement is contingent on the employee turning in old gloves that are worn out. Cotton gloves will be furnished, as needed, for employees' use when working on lubricators.

Section 8.9 Carrier agrees to provide an allowance of three hundred dollars ($300) for the purchase of rain gear once every two (2) years beginning the first pay period in January 1, 2026. Early replacement is contingent upon the employee turning in the rain gear which has been damaged or torn while on duty making the rain gear ineffective.

Section 8.10 Carrier agrees to furnish employees in this bargaining unit one (1) pair of steel toe rubber boots, knee high, as needed one (1) pair every two years. Replacement is contingent on employee turning in old boots that are worn out.

Section 8.11 Employees will receive a work clothing allowance of three hundred dollars ($300) annually on the first pay date in January of each year, for the purchase of appropriate work shirts, work pants, and bib overalls.

Section 8.12 New employees hired after the first pay cycle in January will miss eligibility for the allowances detailed in sections 8.7, 8.8, 8.9, and 8.11. In lieu thereof, these employees, during the first calendar year of their employment, will be eligible for reimbursements (upon presentation of receipt) of up to three hundred dollars ($300) for safety-toed boots, up to two hundred dollars ($200) for rain gear, and two hundred dollars ($200) for work clothing.

Section 8.13 Employees required, as a condition of employment, to possess a Class A Commercial Driver's License ("CDL") and/or a Transportation Worker Identification Card ("TWIC") will be reimbursed for the fees involved in obtaining and maintaining those qualifications.

Section 8.14 Employees required, as a condition of employment, to possess any additional certifications (e.g.: flagging, forklift operator; but specifically excluding WA State Driver's License) will be provided with training at the Carrier's convenience and expense.

ARTICLE 9 – WORKING CONDITIONS

Section 9.1 – Personal Time Off Employees shall be subject to the provisions of the Personal Time Off ("PTO") plan as outlined in Section 1.12.248 of the Tacoma Municipal Code. For convenience, that section says, in part:

A. Rate of accrual of PTO.
   1. Employees who elect to transfer from their present vacation and sick leave plans to the PTO plan during a designated enrollment period shall accrue PTO hours for each biweekly pay period in which they have been in paid status, pursuant to the following schedule based on aggregate City service. The PTO plan is in lieu of vacation and sick leave plans.

Completed Years of Service	No. of 8-Hour Days per Year	Hours per pay period
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater years	36	11.08

2. Employees shall accrue PTO 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. PTO 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 PTO .

3. No employee shall earn more PTO in any one calendar year than the above stipulated days and new employees shall accrue PTO based on the above schedule beginning from the date of their appointment.

B. Permissible use of PTO accruals.

1. Use of PTO. PTO shall be taken in tenths (0.10) of an hour increments.

2. Planned Use of PTO. PTO requests may be required in writing and the appointing authority, or their designee, shall consider the request and shall approve or deny it.

3. Unplanned Use of PTO.
   a. PTO may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official. If an advance written request is not possible, the employee shall notify their supervisor of the need for and the request of the time off prior to the beginning of their shift. An employee must keep their department head informed of their condition if unplanned use of PTO is of more than four (4) working days in duration. Unplanned use of PTO which does not qualify for mandatory paid sick leave and which interferes with job performance or City operations may subject the employee to corrective action.

4. Employee is allowed to use any or all of the employee's choice of sick leave or PTO to provide care for a family member with a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

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

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

5. Cash-out of Accrued PTO will be permitted consistent with TMC 1.12.248.

C. Maximum accrual of PTO.
1. Each employee may accrue a maximum of nine hundred and sixty (960) hours of PTO.

2. If the appointing authority, or its designee, denies an employee's request for PTO 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 ninety (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 PTO accruals up to the maximum of nine hundred and sixty (960) hours at the rate for the classification in which they were 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 PTO accruals up to the maximum of nine hundred and sixty (960) hours at the rate for the classification in which they were working in on the date of death.

E. Conversion of vacation accruals. Employees converting to the PTO plan who currently have vacation accruals will have those accruals converted to PTO on an hour for hour basis (1:1).

F. Conversion of sick leave accruals. Employees converting to the PTO 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 PTO ; 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 PTO. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.
d. Cash Out of Sick Leave Bank.
(i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of twenty five (25) percent of an employee's sick leave accrual in their sick leave bank at the rate for the classification in which they were working in at the date of separation subject to the provisions of Section 1.12.229 of the Tacoma Municipal Code (VEBA).
(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of ten (10) percent of an employee's sick leave accruals up to a maximum of one hundred and twenty (120) days at the rate for the classification in which they were working in at the date of separation.

2. Conversion of Sick Leave to PTO. An employee who converts to PTO during a designated enrollment period may elect to convert sick leave accruals as of the last pay period after a designated enrollment period to PTO using a ratio of twenty four (24) hours of sick leave to eight (8) hours of PTO (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of seven hundred and twenty (720) hours of PTO .

3. Combination. An employee may elect to convert some, but not all, of their sick leave to PTP. Any sick leave not specifically converted during a designated enrollment period will be placed in a sick leave bank as set forth above.

Section 9.2 – On The Job Injury Any Tacoma Rail employee injured on the job shall elect; (1) whether to be reimbursed for medical expense and time loss by the City under Chapter 1.12 of the Tacoma Municipal Code, on a full release base; (2) through the provisions of the Federal Railroad Retirement Act; or (3), the Railroad Federal Employers' Liability Act. The Carrier, in the event the employee elects to proceed under alternate (2) on demand and proper invoice shall reimburse the Railroad Retirement account for such costs so expended from said account on the employee's behalf. In the event the employee elects to proceed under alternate (3), the Carrier shall be credited with an offset for any such costs expended on behalf of the employee. Any PTO used under alternates (1) and (2) shall be reinstated to the extent of that credited and accumulated prior to such injury but not to exceed ninety (90) days in total.

ARTICLE 10 – HOLIDAYS

Section 10.1 – Holidays Holidays shall be as provided in Section 1.12.210 of the Tacoma Municipal Code. Section 1.12.210 provides in part that the following and such other days as the City Council, by resolution, may fix are holidays for all regularly employed full time employees of the City and shall be granted employees or days off in lieu thereof:

New Year's Day (January 1);
President's Day (3rd Monday in February);
Memorial Day (last Monday in May);
Juneteenth (June 19);
Fourth of July;
Labor Day (1st Monday in September);
Veteran's Day (November 11);
Thanksgiving Day (4th Thursday in November);
the day immediately following Thanksgiving;

Christmas Eve day (December 24);
and Christmas Day (December 25).

A. Floating Holidays In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the Carrier for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. Such additional holidays shall be scheduled so as to meet the operating requirements of the Carrier and, as far as practicable, the preferences of the individual employees. The floating holiday may not be taken without prior approval of the appointing authority.

B. Holidays which fall on a Saturday will be observed on the immediate prior Friday, and holidays which fall on Sunday will be observed on the immediate following Monday; with the following exceptions:

- If Christmas Eve falls on a Friday and Christmas Day falls on a Saturday then the holidays will be observed on Thursday and Friday.
- Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday then the holidays will be observed on Friday and Monday.
- Christmas Eve falls on a Sunday and Christmas Day falls on a Monday then the holidays will be observed on Monday and Tuesday.

C. To qualify, unless it is determined by the Superintendent that sufficient employees are otherwise available for performing service and no additional expense will accrue to management, a regularly assigned employee must be in a paid status on the regular work day immediately preceding and following such holiday.

ARTICLE 11 – BENEFITS

Section 11.1 Medical, dental, hospital and disability insurance shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 11.2 Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one (1) times their annual salary, rounded to the next highest thousand dollars ($1,000) of coverage.

Section 11.3 – Jury Duty Leaves of absence for jury duty and payment thereof shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

Section 11.4 – The Carrier will match the 457(b) deferred compensation contributions of Tacoma Rail employees covered by this Agreement (classifications described in Article 2), and the Federal Railroad Retirement Act, up to a maximum contribution of three (3) percent of their base salary. All contributions are subject to the limitations of the IRC maximum contribution requirements for Section 457 plans. The Carrier does not currently provide a match on Roth contributions, and will notify the Union for discussion if Roth match options become available in the future.

ARTICLE 12 – NON-DISCRIMINATION

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

Section 12.2 It is mutually agreed that there shall be no unlawful harassment, including sexual harassment. Anti-Discrimination and Anti-Harassment guidelines are set forth in Personnel Management Policy #130.

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

Section 13.1

A. Employees will generally be scheduled to work for five (5) consecutive days, Monday through Friday beginning between 5:00 a.m. and 7:00 a.m. Employees shall be present at the work location for a period of eight and one-half (8 ½) hours. One-half (½) hour shall be allowed for a lunch break. One fifteen (15) minute paid break will be allowed for within the first four (4) hours of the shift and another fifteen (15) minute paid break within the last remaining four (4) hours of the shift. The parties understand that variable schedules may be necessary and permitted, provided that employees remain at the work premises for eight and one-half (8½) hours. Any hours worked exceeding the regular workday as set forth hereinabove, or by an employee outside of their regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

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

B. The Union recognizes that changes in operations or workload may necessitate changes in hours of work and days off. The alternate work schedule assignment to shifts will be done by seniority bid. Any newly established schedule will include two (2) consecutive days off should alternate schedules be established for the remaining employees' positions.

C. An employee responding to an after-hours call out and who responds to a worksite preceding the regular shift shall be paid at the double time (2x) rate of pay for all hours worked until the start of the employee's regular shift.

D. Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty more than one-half (1/2) day, they shall receive a full day's pay. This section shall not apply to employees relieved from duty for cause, or at their own request.

Section 13.2 In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break, as provided in Section 13.1, such break time loss shall be paid at the overtime rate in addition to time worked.

Section 13.3 If an employee works on an emergency call-out four (4) or more hours immediately prior to a regular shift they will receive a fifteen (15) minute break prior to starting the regular shift. When required to work overtime three (3) or more hours beyond regular shift, the Carrier will reimburse reasonable meal expense in the amount prescribed by Section 6.16 of the Tacoma Joint Labor Agreement. Meal expense shall be reimbursed upon presentation of a receipt and completion of the proper city reimbursement form. Employees working on a scheduled overtime day shall only be entitled to a meal in the event they work ten (10) or more hours.

Section 13.4 A period of fifteen (15) minutes shall be included at the end of each shift to allow for cleanup.

Section 13.5 At the employee's request with management's approval, the employee may substitute cash payment for the equivalent compensatory time, or a combination thereof. All overtime worked and/or compensatory time accrued must be with prior supervisory approval and in accordance with the Tacoma Municipal Code 1.12.080.

ARTICLE 14 – PRODUCTIVITY STATEMENT

Employees working in the classifications described in Article 2 on a daily basis may be required to operate a vast variety of equipment or machinery, such as backhoes, dump trucks, mobile crane, tamper, ballast regulator, forklift, rail motor car or crew cab pickup. In addition to this machinery, an employee may be required to use drills of various sizes, operate rail saws, chain saws, or use a cutting torch or welder. Also, there are many hand tools, some of which weigh between 50 and 100 pounds, which are used on a regular basis.

Along with the operation of these tools and equipment, knowledge of railroad flagging signals, health and safety regulation, flagging of traffic on public streets, as well as janitorial (with the exception of biohazards), mechanical or ground and building maintenance duties is required.

The excellent work standards exhibited by Tacoma Rail employees in the past have made Tacoma Rail a successful operation. The pride, commitment and dedication of the employees will assure continued success in the future.

The parties agree to continued discussions regarding the establishment of productivity standards during the term of this agreement.

ARTICLE 15 – TRAINING PROGRAM

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

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

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

A. Training Program - All Tacoma Rail employees who voluntarily apply and are accepted to participate in the training program shall retain and continue to accrue seniority previously established.

B. The Union agrees to designate a training coordinator to facilitate the training of candidates. The Carrier must concur with the employee who is designated as training coordinator. An employee assigned this function will be paid one (1) hour of straight time pay for each day so assigned.

C. Training Options Include - (1) Railway Conductor; (2) Railway Yardmaster; and (3) Railway Yard Clerk.

D. Rates of Pay - Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.

E. Candidates who have successfully completed training must protect the last craft for which training was completed.

F. The training program will be a minimum of six (6) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.

G. Once a candidate has successfully completed the training program, a one hundred and twenty five (125) work shift probation period begins. Evaluations will be conducted throughout the probation. After probation completion, a permanent appointment to the classification may be made.

H. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

ARTICLE 16 – DISCIPLINE

Section 16.1 - General Requirements

A. It is understood that the parties hereto are also governed by provisions of the Federal Railway Labor Act (RLA), and with respect to disciplinary matters it is agreed that discipline (set forth below) is intended to comply with the RLA and shall be exclusively applied, Civil Service Rule 1.24.950 and 1.24.955 notwithstanding.

B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 16.2.B.1. Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.

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

Section 16.2 – Formal Hearing

A. Notice of Hearing

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

2. The notice shall state the date, time and place the hearing is to be held which shall not be less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.

3. The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide facts.

4. The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

5. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section 16.2.B, the notice of hearing shall so specify.

B. Waiver of Hearing

1. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally through or with the employee's representative, the act or occurrence and the employee's responsibility, if any. If disposition of the charges is made on the basis of the employee's acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph (1) shall not establish precedents in the handling of any other cases.

2. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

C. Postponements of Hearing

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

D. Conduct of Hearing

1. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved, at the home terminal of the majority of the employees.

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

3. The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.

4. An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.

5. If the formal hearing is not held within the time limits specified in Section 16.2, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.

6. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

Section 16.3 – Transcript of Hearing It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at appropriate Carrier facility.

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

Section 16.4 – Hearing Decision

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

B. Employees must be notified within fifteen (15) calendar days from the date the hearing is concluded if no discipline is being assessed, and any charges related thereto shall be removed from the employee's personal service record.

Section 16.5 – Compensation for Attending Hearings

A. Witnesses, as referred to in Section 16.2 A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.

B. If the hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.

C. If hearing is conducted during working shift, no additional payment will be made for attending hearing.

D. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

Section 16.6 – Time Limit on Appeal

For purposes of this Article 16, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).
- If certified, return receipt mail is used the day following the postmark date shall be considered day one (1).

A. If the finding of the hearing is that the employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the Business Representative or Shop Steward to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days unless an extension is mutually agreed to by the parties.

Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the employee, the employee will be paid in accordance with Section 16.5. If the appeal is denied, that decision will be final and

binding unless within six (6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the IAM & AW before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

B. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of Section 16.6 of this Agreement.

C. If at any point in this appeals procedure or in proceedings before a tribunal (Public Law board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be removed and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.

D. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

Section 16.7 – Effect of Time Limits

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

ARTICLE 17 – GRIEVANCE PROCEDURES

For purposes of this Article 17 – Grievances the term "day" refers to a calendar day.

Section 17.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by or on behalf of the employee involved to the Carrier authorized to receive same, the grieving party to the other party within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonably have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

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

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

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

Section 17.2 Grievances not resolved may be referred to the following processes by the Union. Within sixty (60) days following completion of the steps listed, the Union shall give notice of its intention to pursue disposition of the grievance before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 of the Railway Labor Act. Any decision by the tribunal shall have no power to add to, subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.

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

Section 17.3 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

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

The Committee shall be advisory in nature and will meet on a quarterly basis on the first Thursday in the months of February, May, August and November. Meetings may be cancelled or postponed by mutual agreement. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

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

ARTICLE 19 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

ARTICLE 20 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2026, to and including December 31, 2028, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto under the provisions of the Railway Labor Act as amended. It is the intent of the parties to this Agreement that a Section Six Notice for change or modification shall not be submitted prior to July 1, 2028 to be effective no sooner than January 1, 2029.

APPENDIX A

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

Tacoma Rail Track Workers Unit

Employees shall progress from Step 1 (90%) to Step 2 (Journey Rate) upon completion of six months' service in accordance with Section 1.12.030 of the Tacoma Municipal Code.

Effective January 1, 2026, the hourly rate for the Railway Track Maintenance Worker classification will receive a general wage increase of three percent (3.0%). In addition, the Railway Track Maintenance Worker classification will receive a market-based increase of six point five percent (6.5%).

The hourly rates for the Railway Track Inspector, Railway Track Maintenance Supervisor, and the Railway Track Equipment Mechanic-Welder will each be ten percent (10%) above the 2026 Railway Track Maintenance Worker classification rate of pay.

2026 Rates of Pay				
Code	**A**	**Job Title**	**1**	**2**
71200		Railway Track Maintenance Worker	41.72	46.36
71190		Railway Track Inspector	45.89	51.00
71210		Railway Track Maintenance Supervisor	45.89	51.00
71450		Railway Track Equipment Mechanic-Welder	45.89	51.00

Effective January 1, 2027, the hourly rate for the Railway Track Maintenance Worker classification will receive a general wage increase of three percent (3.0%). In addition, the Railway Track Maintenance Worker classification will receive a market-based increase of two percent (2.0%).

The hourly rates for the Railway Track Inspector, Railway Track Maintenance Supervisor, and the Railway Track Equipment Mechanic-Welder will each be ten percent (10%) above the 2027 Railway Track Maintenance Worker classification rate of pay.

2027 Rates of Pay				
Code	**A**	**Job Title**	**1**	**2**
71200		Railway Track Maintenance Worker	43.84	48.71
71190		Railway Track Inspector	48.22	53.58
71210		Railway Track Maintenance Supervisor	48.22	53.58
71450		Railway Track Equipment Mechanic-Welder	48.22	53.58

Effective January 1, 2028, the hourly rate for the Railway Track Maintenance Worker classification will receive a general wage increase of three percent (3.0%). In addition, the Railway Track Maintenance Worker classification will receive a market-based increase of two percent (2.0%).

The hourly rates for the Railway Track Inspector, Railway Track Maintenance Supervisor, and the Railway Track Equipment Mechanic-Welder will each be ten percent (10%) above the 2028 Railway Track Maintenance Worker classification rate of pay.

2028 Rates of Pay				
Code	**A**	**Job Title**	**1**	**2**
71200		Railway Track Maintenance Worker	46.05	51.17
71190		Railway Track Inspector	50.66	56.29
71210		Railway Track Maintenance Supervisor	50.66	56.29
71450		Railway Track Equipment Mechanic-Welder	50.66	56.29

APPLICATION OF RATES

Railway Track Maintenance Supervisor (Track II)

Unless otherwise detailed below, the most senior qualified employee assigned responsibility for a roadway work group shall receive Railway Track Maintenance Supervisor (Track II) rate for performing the supervision of track and/or bridge restorations, renewals, and roadway worker protection as prescribed in 49 CFR Parts 213, 214 and/or 237 for each day so assigned and having served in that capacity within that work group. In addition to responsibilities prescribed in 49 CFR Parts 213, 214 and/or 237 Carrier requires the same employee to be responsible for expeditious planning, and execution of the assigned task(s).

NOTES:

1) Regardless of seniority, the current incumbent Supervisor (P-100) shall be assigned supervisory responsibilities if they are present as part of a roadway work group.
2) Lone Workers as described in 49 CFR, Part 214.337 are not entitled to this allowance.
3) Track Inspector(s) are not entitled to this allowance except for work performed outside of their normal working hours when responding to an emergency call out or performing scheduled overtime. Eligibility shall not apply to overtime circumstances resulting from the extension of a regular shift. In addition, Track Inspector(s) may be eligible for this compensation in exceptional circumstances resulting from the extension of a regular shift at the exclusive determination of the Roadmaster or designee.
4) When a Railway Track Equipment Mechanic-Welder is qualified to serve as Railway Track Maintenance Supervisor and is performing welding duties as part of a roadway work group of two or more employees, the Railway Track Equipment Mechanic-Welder shall be assigned supervisory responsibilities, even if less senior than the other employee(s) in the roadway work group. If the current incumbent Supervisor (P-100) is present, that incumbent Supervisor shall instead assume supervisory duties. If the Railway Track Equipment Mechanic-Welder is not qualified to supervise, then customary seniority rules shall apply.
5) An employee assigned as "Employee in Charge" (EIC) may receive a basic day's pay at the Railway Track Maintenance Supervisor (Track II) rate for each day assigned to supervise a contractor which requires roadway worker protection as prescribed in 49 CFR Parts 213, 214 and/or 237, provided that the employee is required to perform train coordination to maintain the established work zone safety. Eligibility for this compensation shall be the exclusive determination of the Roadmaster or designee. This provision shall not apply in the event of that an employee's supervisory responsibilities are limited to setting protection at the beginning of their shift and pulling that protection at the end of their shift.

Railway Track Inspector

The most senior qualified employee assigned responsibility for performing inspection of a railroad bridge and its individual components consistent with 49 CFR Part 237 shall receive Railway Track Inspector rate of pay.

Period of Probation
The Probationary period for initially hired railway employees shall be one hundred and twenty five (125) working days actually worked in the classification to which such employee is appointed to include on-the-job training time for initially hired employees. During this period, employees may be disciplined or terminated with or without cause and without access to a Formal Hearing or the Grievance Procedure.

Longevity Pay
Employees hired on December 11, 2018 and earlier who qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after December 11, 2018 are not eligible to participate in the longevity program.

Supplemental Pension
The Carrier has withdrawn the bargaining unit from the Western Metals Pension Fund and assumed withdrawal liabilities in accordance with plan procedures and applicable law.

EXECUTED IN TACOMA, WASHINGTON, ON THIS 8th DAY OF December 2025.

City of Tacoma
Department of Public Utilities

Signed by:
Jackie Flowers 12/08/2025
85737C3EA7FB4B7...
Director of Public Utilities

Signed by:
Hyun Kim 12/08/2025
3C45E0741824414...
Interim City Manager

Signed by:
Dylan Carlson 12/08/2025
1C6A84E96504419...
Labor Relations Division Manager

Signed by:
Alan Matheson 12/08/2025
F94072A5899F400...
Superintendent Tacoma Rail

Signed by:
Andy Cherullo 12/08/2025
1FAFA3DA59164E0...
Finance Director

APPROVED AS TO FORM:

Signed by:
Chris Bacha 12/05/2025
9755210429074E6...
City Attorney

Attest:

DocuSigned by:
12/08/2025
31BC93AB5FF944B...
City Clerk

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

Signed by:
Tom Hunt 11/25/2025
37BB407A7799493...
Business Representative

Signed by:
Eric Olson 12/01/2025
218CE8EE68374E6...
Shop Steward