

2021-2024\*

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES,

BELT LINE RAILWAY DIVISION

dba TACOMA RAIL

AND

International Association of Sheet Metal, Air, Rail, and  
Transportation Workers - Transportation Division

(SMART-TD) Local 1977- YARDMASTERS

\*Per the Railway Labor Act, no Section 6 notice can be served prior to July 1, 2023 for an effective date of January 1, 2025

**SMART-TD YARDMASTERS**  
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2021 - 2024

AGREEMENT

Between the

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

TACOMA RAIL DIVISION

and

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND  
TRANSPORTATION WORKERS – TRANSPORTATION DIVISION  
(SMART-TD) LOCAL 1977 - YARDMASTERS

## **ARTICLE 1 - GENERAL CONDITIONS AND TERMS**

### **Section 1.1 - STATEMENT OF PURPOSE**

This agreement is between the City of Tacoma, Department of Public Utilities, Tacoma Rail, (hereinafter called "Management/Carrier") and Local #1977 the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD)-Yardmasters, (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 Yardmasters represented by the Union. 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, as amended, also govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

The Carrier's failure to insist upon or enforce strict performance by the Union of any provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such provisions or rights in that or any other instance; rather, the same shall remain in full force and effect.

***NOTE:** Headings used in this contract are for reference only.*

## Section 1.2 - ENACTMENT AND TERMINATION

**Section 1.2.1 Enactment and Termination:** This Agreement supersedes any and all past practices and previous agreements and/or supplemental Agreements between the City of Tacoma, Department of Public Utilities, Carrier and the Union.

**Section 1.2.2 Section 6 Notices:** This Agreement is in full and final settlement of Section 6 notices of Management and the Union. The parties to this Agreement shall not serve nor process any notice or proposal for changing the provisions of this agreement until July 1, 2023 to become effective January 1, 2025. This Section shall not bar the Management and the Union from agreeing upon any subject of mutual interest.

## Section 1.3 – DEFINITIONS

- A. **Management/Carrier:** City of Tacoma, Department of Public Utilities, Tacoma Rail.
- B. **Superintendent:** The highest designated officer of at Tacoma Rail as appointed by the Director of Public Utilities; his/her designees.
- C. **Union:** International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD) Local 1977, representing Yardmasters.
- D. **Vice Local Chairman:** The person elected by the membership of the Union to represent the interests of the membership and act for them under this Agreement.
- E. **Yardmaster:** An employee holding permanent employment in the classification of Railway Yardmaster (class code 7115).
- F. **Extra List Yardmaster:** An employee with established Yardmaster seniority who has insufficient seniority to hold a regular Yardmaster position as defined in the CBA. Extra List Yardmasters may be assigned to cover anticipated, and unanticipated, vacancies in the craft.
- G. **RLA:** The Railway Labor Act, Title 45 - United States Code, Chapter 8, Sections 151-188- as amended.
- H. **Sexual Harassment:** Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct 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.
- I. **Work Week:** Monday through Sunday, excluding all state and national holidays.
- J. **Performing Service:** Consists of actual service performed in the classification of Railway Yardmaster (class code 7115) under this Agreement.

K. **Service Performed:** Hours actually worked, vacation, PTO, holiday, floating holiday, and incentive days, are considered service performed for the Carrier. Sick leave, PTO unplanned, leave without pay, and rest days taken are not considered service performed for the Carrier.

L. **Personal Time Off (PTO) unplanned:** Less than 24 hours' notice.

## Section 1.4 - NON-DISCRIMINATION

**Section 1.4.1 No Discrimination:** It is mutually agreed that there shall be no discrimination against any and all classes protected under federal, state or local laws, including but not limited to: race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

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

**Section 1.4.2 Sexual Harassment:** It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130. Management and the Union agree to demonstrate by their behavior and to take the necessary actions to prevent sexual harassment from occurring in the workplace environment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct 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.

**Section 1.4.3 Interpretation:** This Section shall be interpreted in accordance with applicable federal and state laws and official City of Tacoma Personnel policies and procedures which prohibit discrimination.

**Section 1.4.4 Enforcement:** Yardmasters, who feel that they have been discriminated against or sexually harassed as defined in Sections 1.4.1 and 1.4.2 of this Section, are encouraged to use the grievance procedure provided in the Agreement prior to seeking relief through other channels.

**Section 1.4.5 Waiver:** If a Yardmaster, or the Union, file a grievance under this Section claiming a violation of this Section, and subsequently elects to proceed to an administrative agency or to court while the grievance is pending, or at any time prior to the issuance of the written opinion and/or award of an arbitrator, the grievance will be considered to have been withdrawn.

## **Section 1.5 - SAVINGS CLAUSE**

**Section 1.5.1** 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 may 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 2 – WORK RULES**

### **Section 2.1 – WORKING CONDITIONS**

#### **Section 2.1.1** -

The hours of work shall generally consist of 12 hour work shifts, with 3 days on and 4 days off, 4 days on and 3 days off; each pay period will consist of 80 straight-time hours, plus 4 hours at the overtime rate of time and one-half. Hours of work for Position #5 (80 hours guaranteed extra board) will vary based upon the needs of the Carrier.

#### **Section 2.1.2**

Yardmasters shall perform service for the Carrier in 12-hour increments and bid quarterly for position 1, 2, 3, 4, or 5 as defined below:

Position 1, Day shift - Monday, Tuesday, Wednesday, and Thursday every other week  
Position 2, Day shift – Thursday every other week, Friday, Saturday and Sunday  
Position 3, Night shift - Monday, Tuesday, Wednesday, and Thursday every other week  
Position 4, Night shift – Thursday every other week, Friday, Saturday and Sunday  
Position 5, 80 guaranteed hours scheduled per pay period. This position's duties and hours of work are further outlined in the Memorandum of Agreement signed August 30, 2013 and attached to this Agreement.

Nothing in this Section shall curtail the Carrier's right to add or reduce positions based upon business need, as determined by the Carrier.

**Section 2.1.3** A full vacancy is defined as all scheduled work shifts within a work week.

### **Section 2.2 - BASIC WORK DAY**

**Section 2.2.1** Twelve consecutive hours or less shall constitute a day's work.

### **Section 2.3 - STARTING TIMES**

**Section 2.3.1** Regular assignments shall have a fixed starting time, and the starting time will not be changed without at least twenty-four (24) hours advance notice. Starting times for 12-hour work shifts shall be 6:00 a.m. and 6:00 p.m., unless changed by mutual agreement.

### **Section 2.4 - MEAL PERIODS**

**Section 2.4.1** The parties hereto recognize that the nature of the position precludes a standard uninterrupted meal period and that a certain period of time is necessary at change of shift to provide a turnover to the relieving Yardmaster.

**Section 2.4.2** Yardmasters will be allowed to consume a meal while on duty. When so taken, Yardmasters will arrange to take a meal at a time when so doing will not interfere with the performance of their duties and the efficient operation of the terminal complex or yard.

### **Section 2.5 – OVERTIME**

**Section 2.5.1** Service performed continuously in excess of twelve (12) hours in any twenty-four (24) hour period, exclusive of the time required to make transfers or except as otherwise provided in this Agreement, will be considered overtime and will be paid for at the rate of time and one-half (1-1/2) on the minute basis (to the nearest 1/10 of an hour).

**Section 2.5.2** Upon mutual agreement between the Carrier and Union with a minimum five (5) days' notice, Yardmasters may take the first four (4) hours or last four (4) hours of their shift off to allow for the conduct of personal business. The vacancy created may be filled by extending the shift of the Yardmaster preceding or following the vacancy. If the Yardmaster preceding or following is unavailable, the vacancy will be filled in seniority order. The four (4) hour vacancy will be paid eight (8) hours at the straight time rate of pay. The Yardmaster creating the vacancy must supplement those four (4) hours with sick leave, vacation or PTO/PTU.

**Section 2.5.2** Yardmasters may not perform more than one (1) shift within a twenty-four (24) hour period as a result of the exercise of seniority or the exercise of seniority by another Yardmaster as per Section 2.8. No Yardmaster shall work longer than 16 continuous hours.

**Section 2.5.4** Effective upon ratification, all service performed on observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at two (2) times the hourly rate in addition to holiday pay. The above holidays will be observed on the actual holiday.

**Section 2.5.5** Yardmasters performing service more than eighty (80) hours per pay period shall be paid one and one-half (1 ½) times the basic straight time rate for those hours worked in excess.

In the event a Yardmaster is paid sick leave, PTO unplanned or leave without pay for more than one (1) working shift within the entire pay period, he/she will not be eligible for overtime until 80 hours of service has been performed. Vacancies occurring shall be called in seniority order.

In the event a Yardmaster is paid sick leave, PTO unplanned or leave without pay in lieu of performed service during the 36 hour work week in the payroll period, the 4 hour overtime payment will not be reduced for that period. Conversely, a Yardmaster paid sick leave, PTO unplanned or leave without pay in lieu of performed service during the 48 hour work week in the payroll period, shall not be paid the 4 hours of overtime normally earned. (Reference Section 2.1.2).

**Section 2.5.6** All service performed by extra list Yardmasters in operating class of service will be used in computing the forty (40) hour work week. All service performed in excess of forty (40) hours in a work week will be considered overtime and paid at the time and one-half (1 ½) rate. All service performed in excess of twelve (12) consecutive hours per day will be considered overtime and paid at the time and one-half (1 ½) rate. The provisions outlined in Section 2.5.2 above shall apply to extra list Yardmasters.

## **Section 2.6- REGULAR ASSIGNMENTS - SCOPE**

**Section 2.6.1** The duties and responsibilities of a Yardmaster include planning, supervision over clerical and operating train crews directly engaged in the switching, blocking, classifying, and handling of cars and trains, and duties directly related such as customer interaction, contact and interface with connecting carrier representatives and are subject to direction by higher authority.

## **Section 2.7 - GUARANTEED EXTRA AND EXTRA LIST YARDMASTERS**

**Section 2.7.1** A Guaranteed Extra Yardmaster position is established as regular position five (5). (Reference Section 2.1.1 and 2013 Letter of Agreement)

**Section 2.7.2** An extra list of Yardmasters will be maintained to protect vacancies in Yardmaster service. When vacancies in Yardmaster service do not exist, extra list Yardmasters assigned thereto will revert to their class of service (eg: Conductor or Engineer) and will be covered by the existing contract of that service.

**Section 2.7.3** Extra list Yardmasters will be required to protect Yardmaster work. If unable to protect a regular Yardmaster vacancy due to Carrier needs, extra list Yardmasters will be paid at the Yardmaster rate for working in another craft where they hold seniority. Extra list Yardmasters may be held from service in other craft to protect a known vacancy, within the 24-hour work day. No claim will be valid as a result of being withheld.

**Section 2.7.4** A sufficient number of extra list Yardmasters will be maintained to meet service requirements. Extra list Yardmasters are subject to call at any time, unless laying off, except as otherwise provided in this Agreement. Extra list Yardmasters will be called two (2) hours, as near as practicable, before time for starting work, if the call can be made by telephone, and if

senior extra list Yardmaster is not called in turn through no fault of his/her own, he/she shall be paid four (4) hours at the applicable rate of his/her position run-around and if no service performed on that date, through no fault of his/her own, he/she shall be paid eight (8) hours at the applicable rate for his/her position run-around. The two (2) hour call shall, as near as practicable, be considered the minimum time and not the maximum.

**Section 2.7.5** Where there is an extra list Yardmaster available for work at the straight time rate, such Yardmaster shall be called before calling a regular Yardmaster at the overtime rate. Extra list Yardmasters shall be called in seniority order for any regular Yardmaster vacancy that results in four (4) hours or less of total overtime pay at the Yardmaster rate for that pay period. Prior to filling vacancies that would result in more than four (4) hours of overtime per pay period for an extra list Yardmaster the following order of call shall be made as follows:

1. The next unassigned available extra list Yardmaster will be assigned;
2. Regular Yardmasters shall be called in seniority order at the overtime rate of pay.

**Section 2.7.6** Extra list Yardmasters must, in seniority order, elevate to a regular Yardmaster position vacancy of three (3) days or longer, and accept the working conditions of the Yardmaster Agreement.

Extra list Yardmasters must observe Federal Hours of Service rest requirements in co-mingled service.

Extra list Yardmasters performing service for the Carrier in excess of forty (40) hours per week, in any class, shall be compensated at the time and one-half rate of pay for those hours, at the class of service rate hours in excess of forty (40) were earned.

*Note: This is intended to answer concerns regarding a combination of starts in different class of service such as four (4) Conductor or Engineer and one (1) Yardmaster as the five (5) starts allowed a Conductor or Engineer. The extra list Yardmaster may have only three (3) starts as such to complete their work week.*

This is not intended to infringe on any other Agreement.

No extra list Yardmaster may exercise seniority in such a way so as to create an overtime situation when others are available for pro rata.

## **Section 2.8 - BULLETINS AND BIDS**

**Section 2.8.1** Effective Monday of the first pay period in January, April, July and October, each Yardmaster shall exercise their seniority to bid for available positions.

- A. Yardmasters eligible to fill a vacancy shall be notified in seniority order by phone, in person, or in writing. Regular Yardmasters may not vacate their assigned position for less than a full week's vacancy.
- B. Regular and extra list Yardmasters shall make phone numbers available to the Carrier.

- C. Vacancies shall be filled by calling the next senior available and rested extra list Yardmaster at the straight time rate.
- D. Yardmasters who are on vacation or PTO are required to return to their assigned position at the end of their approved time off.
- E. Yardmasters who are returning from sick leave or unplanned PTO shall report their availability no less than twelve (12) hours in advance of their next regularly scheduled shift.

**Section 2.8.2** A Yardmaster seniority roster will be posted on the bulletin board annually and when changes occur. The Union Vice Local Chairman will be furnished a copy of all seniority rosters. The Union Vice Local Chairman will be furnished a copy of all correspondence or other changes affecting Yardmaster's working conditions.

**Section 2.8.3** When a regular assignment is to be annulled or abolished for less than a full vacancy, the Yardmaster filling the assignment shall be given not less than twenty-four (24) hours advance notice.

**Section 2.8.4** When a regular assignment is to be annulled or abolished for a full vacancy or more, Yardmasters will be given not less than twenty-four (24) hours' notice of change in working conditions, as will enable them to exercise their seniority rights.

## **Section 2.9 - INCIDENTAL WORK**

**Section 2.9.1** Yardmaster's duties are contained in Civil Service Class specification 7115 and are considered a minimum of duties performed.

In consideration of the productivity commitments and higher than industry wage standards, Tacoma Rail Yardmasters perform additional duties as previously agreed to and agree to continue to perform those duties as listed below:

- A. Complete crossing signal failure reports.
- B. Complete track activity reports.
- C. Complete Yardmaster-in-training performance appraisals.
- D. Responsible for control of train movement through Bullfrog Junction.
- E. Secure General Track Bulletins (GTB) or Track Warrants for crews.
- F. Respond to emergencies such as derailments, injury or accidents when the Trainmaster is not available.
- G. Complete Unable to Switch reports.

H. Complete annual Employee Development and Performance Review (EDPR) with designated Trainmaster.

I. Monitor crew start times; to include breaks and meal periods.

J. Additional duties as negotiated.

## **Section 2.10 - SENIORITY RIGHTS**

**Section 2.10.1 Seniority Rights:** A Yardmaster shall establish seniority and begin probation effective the first shift after completion of the training program within the classification. A Tacoma Rail employee may be granted status as a Yardmaster without Civil Service Board approval upon satisfying the appropriate requirements and being appointed by the hiring authority.

**Section 2.10.2** Assigned Yardmasters will not be permitted to exercise their seniority to enable them to perform service more than one (1) shift in a calendar day when other Yardmasters are available, except when displaced by senior Yardmasters or assignments are discontinued, or as otherwise addressed in this contract

**Section 2.10.3** Yardmasters will be given not less than 24 hours' notice of change in working conditions, as will enable them to exercise their seniority rights.

**Section 2.10.4** When an assigned Yardmaster is displaced, the Yardmaster may displace any junior assigned Yardmaster.

**Section 2.10.5** In the event it becomes necessary to reduce the number of full time Yardmaster positions, it shall be done in reverse order of seniority. Yardmasters taken off service under this rule shall be returned to the service in the order of their seniority when their services are required.

**Section 2.10.6** The Management will post a seniority list of Yardmasters by the end of January of each year showing such seniority as established in accordance with the foregoing provisions of this Section. A Yardmaster desiring to protest rating or the absence of rating must do so within sixty (60) days from date list is posted; otherwise the protest will not be considered.

**Section 2.10.7** A Yardmaster desiring to relinquish Yardmaster seniority and voluntarily demote to a former craft must submit their request to the Carrier in writing. The Carrier will accommodate this request in no less than one hundred and eighty (180) calendar days, provided a vacancy exists in the former craft and no reemployment list exists in that classification. Upon voluntary demotion, such Yardmaster will then relinquish all accumulated seniority as a Yardmaster and their name will be removed from the seniority roster. When such demotion is due to a reduction in force the Yardmaster will retain seniority and be placed on the applicable reemployment list.

## **Section 2.11 - PROBATIONARY PERIOD**

**Section 2.11.1 Period of Probation:** The probationary period for Yardmasters begins on the first working shift after completion of training. The probationary period shall be 125 service performed days or twelve calendar months, whichever comes first.

**Section 2.11.2 Period of Evaluation:** The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the Yardmaster's work, for securing the most effective adjustment of the Yardmaster to his/her position, and for terminating any Yardmaster whose performance or adjustment is unsatisfactory.

**Section 2.11.3 Reinstatement on List:** At any time during the probationary period the Superintendent may remove, demote or terminate a Yardmaster whose performance is not satisfactory, provided he/she shall notify the Yardmaster and the Director of Human Resources of the reason for the action. The Director of Human Resources, on the basis of the report, may reinstate the Yardmaster to the employment list if such action would appear to be in the best interest of the City. Probationary Yardmasters are not entitled to appeal under this section.

## **Section 2.12 - TRAINING**

**Section 2.12.1 General Policy:** It is mutually agreed that continuous development, improvement and training are in the best interest of the Carrier and the Yardmasters represented by this Agreement. Further, the Union agrees to support and participate in all development and training required by the Carrier.

**Section 2.12.2 Mandatory Training:** Yardmasters are required to engage in safety, continuous improvement, supervisory and technical skills training as designated by the Carrier. When Yardmasters are required to engage in training, they will be paid the straight-time wages for actual time engaged in such from their assigned positions.

Training that requires an employee to report to the employer's facilities and scheduled on a Yardmaster's scheduled rest day will be paid at the overtime rate, with a minimum of three (3) hours' pay. Training which can be accomplished remotely (eg: online from home) will be paid for actual hours worked.

In the event training is scheduled on a Yardmaster's regularly assigned work day and the class is less than a twelve hour shift, the Carrier reserves the right to require the Yardmaster to work the full twelve hours engaged in other employee development activities.

**Section 2.12.3 Access:** The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the 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. Voluntary training is on Yardmaster's own time and is reimbursable consistent with Personnel Management Policy 800.

## **Section 2.13 - RULES REVIEW**

**Section 2.13.1** Yardmasters required by Management to attend rules review on off duty time shall be paid their overtime rate on a minute basis for actual time spent not to exceed three (3) hours.

**Section 2.13.2** A Yardmaster 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 2.13.3** It is recognized by Parties signatory to this Agreement, that Carrier retains existing right to conduct rules review, safety classes, and training classes during assigned working hours without additional pay.

**Section 2.13.4** Yardmasters attending Yardmaster/Management meetings or informational meetings shall be compensated two (2) hours pro rata unless held during assigned working hours, in which case no additional compensation shall be paid.

**Section 2.13.5** Yardmasters required to attend training shall be paid in accordance with Section 2.5.1.unless otherwise provided for in this agreement.

## **Section 2.14 - LEAVING CITY SERVICE - RE-EMPLOYMENT**

**Section 2.14.1 Voluntarily Leaving Service:** A Yardmaster who voluntarily leaves City service and is re-employed by the City, shall be considered a new Yardmaster.

**Section 2.14.2 Payment:** Yardmasters leaving City service shall be paid at the earliest appropriate pay period, in full, less the authorized deductions.

**Section 2.14.3 Verification of Employment:** Upon the request of a Yardmaster leaving City service, the Superintendent shall provide a letter verifying the time period of service and classification(s) of the Yardmaster.

**Section 2.14.4** A Yardmaster 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/her sick leave accruals. A regular or appointive Yardmaster 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 120 days.

## **ARTICLE 3 - ENUMERATION OF BENEFITS**

### **Section 3.1 - SUPPLEMENTAL SICKNESS AND BEREAVEMENT BENEFIT PLAN**

**Section 3.1.1** Each regular full-time, probationary, or permanent extra Yardmaster shall accrue sick leave of 3.69 hours for each bi-weekly pay period in which they have any regular time for which regular pay will be received. Eligible Yardmasters who are on a leave of absence for active duty training or for inductive purpose shall accrue sick leave. Sick leave shall be credited to a Yardmaster'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.

**Section 3.1.2** Sickness benefits paid under this Article 3 shall be equal to one hundred (100) percent of the Yardmaster's regular basic daily rate; provided that if the Yardmaster 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 Yardmaster 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.

**Section 3.1.3** In order to be granted benefits under this Article 3, the Yardmaster must report to the proper authority the reason for the daily absence and keep the Superintendent informed of his/her condition if the absence is of more than three (3) working days' duration. The Superintendent must be satisfied that the reason for absence is legitimate and satisfactory evidence, including a note from a physician, verifying that the Yardmaster was physically unable to perform his/her regular duties, may be required.

**Section 3.1.4** Bereavement leave of up to four (4) working days will be allowed in case of death of Yardmaster's spouse, father, mother, foster parent, brother, sister, child or foster child or spouse's parent. Each working day of such leave will be paid at the Yardmaster's regular basic daily rate; provided that if the Yardmaster has served in higher or lower positions on temporary appointments, benefits shall be paid for bereavement leave at the rate he/she was receiving the day before the bereavement leave was taken. Bereavement leave shall be charged against the employee's sick leave accruals, if any. Yardmasters must notify the Superintendent prior to taking bereavement leave.

**Section 3.1.5** Consistent with Tacoma Municipal Code Section 1.12.231, sick leave may be used to allow the employee 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. 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. For purposes of this section, "family member" means any of the following:

1. 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.
2. 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.
3. A spouse.
4. A registered domestic partner.

- 5. A grandparent.
- 6. A grandchild.
- 7. A sibling.

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

**Section 3.2 - MEDICAL COVERAGE**

**Section 3.2.1** Consistent with Section 1.12.095 of the Tacoma Municipal Code, the Carrier shall provide access to medical coverage to Yardmasters and their eligible dependents.

**Section 3.3 -O.J.I. (On-the-Job Injury) PAYMENTS**

**Section 3.3.1 ON-THE-JOB INJURIES – Tacoma Rail Yardmasters:** A Tacoma Rail Yardmaster injured on the job will be afforded continued benefits while recovering or may have claims processed under the Federal Employers’ Liability Act. The City shall be credited with an offset for any such costs expended on behalf of the Yardmaster.

**Section 3.4 - DENTAL PLAN**

**Section 3.4.1 City of Tacoma Dental Plan:** Consistent with Section 1.12.095 of the Tacoma Municipal Code, the Carrier shall provide access to dental insurance to Yardmasters and their eligible dependents.

**Section 3.5 - VACATION WITH PAY**

**Section 3.5.1 Accrual of Vacation:** The provisions of the Compensation Plan for the City of Tacoma, Section 1.12.220, provides for vacation with pay. The power and right of the City Council to change the same without an amendment to this Agreement is recognized.

**Section 3.5.2 Rate of accrual of vacation leave:** Yardmasters shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

<b>Completed Years of Aggregate Service</b>	<b>Accrued Hours per Pay Period</b>	<b>Hours of Vacation Leave</b>
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168

Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the Yardmaster performs service or is ill or on vacation the entire bi-weekly pay period. 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 will be completed.

**Section 3.5.3** No Yardmaster shall earn more vacation in any one calendar year than the above stipulated days and new Yardmasters shall accrue vacation based on the above schedule beginning from the date of their appointment or continuous corporate hire date whichever provides more.

**Section 3.5.4** 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.

**Section 3.5.5** Vacation accrual balances shall not exceed an amount equal to two (2) years' accruals.

**Section 3.5.6** A regularly employed, full-time Yardmaster who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the rate of pay he/she was receiving the day before the vacation leave was taken.

**Section 3.5.7 Effort to Preserve:** The Parties agree to make every reasonable effort to preserve the present provisions of this Section. The Parties recognize that the City Council has the authority to make changes by amendment.

### **Section 3.6 – PERSONAL TIME OFF PLAN (PTO)**

**Section 3.6.1 Personal Time Off designated enrollment period:** This bargaining unit's regular yardmasters may elect to convert to PTO during open enrollment periods.

All Yardmasters and extra list Yardmasters may elect to convert to PTO during the open enrollment periods as communicated by the City.

All new hires to this classification shall enroll in the City's PTO program.

**Section 3.6.2 Rate of accrual of Personal Time Off:** Effective at the beginning of the first pay period after a designated open enrollment period for this bargaining unit, each covered employee who elects to transfer to the Personal Time Off plan, from their present vacation and sick leave plans, shall accrue Personal Time Off hours for each biweekly pay period in which he/she is 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.

<b>Completed Years of Aggregate Service</b>	<b>Hours per Year</b>	<b>Hours per Pay Period</b>
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

**Section 3.6.3** 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.

**Section 3.6.4** 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/her appointment.

**Section 3.6.5 Permissible use of Personal Time Off accruals**

A. **Planned Use of Personal Time Off.** Personal time off shall be taken in full hourly increments. Personal Time Off requests shall be submitted in writing and the appointing authority or his/her designee, shall consider the request and shall approve or deny it.

B. **Unplanned Use of Personal Time Off.** Personal Time Off may be used without prior approval for employee or family emergencies, including when the employee’s assigned City work location has been closed by order of a public official for any health related reason, or when an employee’s child’s school or place of care has been closed by order of a public health official.

If an advance written request is not possible, the employee shall notify his/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/her department head informed of his/her condition on a daily basis or 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.

C. Employees may participate in annual PTO cash-out provisions as outlined in Section 1.12.248.5 of the Tacoma Municipal Code.

### **Section 3.6.6 Maximum accrual of Personal Time Off**

A. Each employee may accrue a maximum of 960 hours of Personal Time Off. If the appointing authority, or his/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.

### **Section 3.6.7 Compensation upon separation from City service**

A. 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/she working in on the date of separation.

B. 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/she was working in on the date of death.

### **Section 3.6.8 Conversion of accruals**

A. 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).

B. 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 prior to converting 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 1.12.231 of the Tacoma Municipal Code, for an absence of more than three consecutive days.

c. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.

d. Cash Out of Sick Leave Bank.

(i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in his/her sick leave bank at the rate for the classification in which he/she was working in at the date of separation.

(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which he/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 open enrollment for this agreement may elect to convert sick leave accruals as of the last pay period ending date 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/her sick leave to Personal Time Off. Any sick leave not specifically converted during the specified period will be placed in a sick leave bank as set forth above.

### **Section 3.7 – HOLIDAYS**

**Section 3.7.1** This Section supersedes specific provisions of Section 1.12.210 of Tacoma Municipal Code with which it conflicts. Where this Agreement is silent, the provisions of Section 1.12.210 of the Tacoma Municipal Code shall control. This Section will provide in part as follows:

All regular Yardmasters shall be paid for the following holidays as specified in this subsection:

- New Year's Day (January 1),
- Memorial Day (last Monday in May),
- Independence Day (July 4),
- Labor Day (1st Monday in September),
- Thanksgiving Day (fourth Thursday of November),
- Christmas Day (December 25).

The above holidays will be observed on the actual day of the holiday.

In addition to the above holidays, Yardmasters will be entitled to two (twelve hour) floating paid holidays per calendar year; to be mutually agreed to by both Yardmaster and Management. A Yardmaster shall be allowed to take his/her birthday as one floating holiday, provided the Terminal Superintendent's office receives the request in writing ten (10) days prior the birthday.

To be eligible for floating holidays, Yardmasters must have been or are scheduled to be continuously employed by the City for more four (4) months as a regular full-time Yardmaster during the calendar year of entitlement.

A second floating paid holiday, per calendar year will be granted to qualifying Yardmasters in lieu of Martin Luther King's Birthday holiday; this day to be mutually agreed to by both Yardmaster and Management. It is understood that a Yardmaster may use this 2nd floating holiday on Martin Luther King's birthday holiday if desired.

**Section 3.7.2** When any of the above holidays (listed in Section 3.7.1 A) fall on a Yardmaster's assigned rest day or during assigned vacation, one day's (twelve hours) pay at the appropriate rate shall be paid the Yardmaster for that holiday, provided that the Yardmaster is in a paid status the regular workday before and after the holiday.

**Section 3.7.3** All regularly assigned Yardmasters 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 Yardmaster'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 day. If a Yardmaster works on the holiday, the class in which he/she is working will determine the rate of holiday pay.

**Section 3.7.4** An extra list Yardmaster, in order to qualify for the prescribed paid holiday must:

A. Perform service on the regular workday immediately preceding and following the holiday, or

B. Be available for service on the full calendar days immediately following the holiday and perform service on such holiday, or

C. If such Yardmaster cannot qualify under (A) or (B) above, then in order to qualify, he/she must be available for service and must have performed service as a Yardmaster on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

**Section 3.7.5** The number of hours paid to an extra list Yardmaster for holiday pay shall be determined by the agreement they are subject to under their permanent classification A full time Conductor will receive eight (8) hours of holiday pay, and a full time Yard Clerk will receive twelve (12) hours of holiday pay.

**Section 3.7.6** When one (1) or more designated holidays fall during the vacation period of an assigned or extra Yardmaster, the qualifying days shall be the day immediately preceding the holiday. In addition, the Yardmaster may choose to receive holiday pay and/or vacation time that includes the same day.

EXAMPLE: A Yardmaster schedules the week of vacation time that includes Labor Day. The Yardmaster may choose 3 days of vacation or 4 days of vacation with the impact to assignment the same. The choice of 3 days' pay or 4 is of minimal consequence to the Carrier.

**Section 3.7.7** In the event sufficient Yardmasters are available for service as determined by Management, and no additional expense will accrue to the railway, the requirement that a regular Yardmaster performs service on his/her workdays immediately preceding and following such holiday as defined in Section 3.7.1 A may be waived.

### **Section 3.8 - LEAVE OF ABSENCE**

**Section 3.8.1 Request and Approval for Leave of Absence:** Consistent with Section 1.24.870 of the Tacoma Municipal Code, leave of absence without pay for railway Yardmasters may be granted by the Superintendent for an aggregate of not to exceed fifteen (15) calendar days in any calendar year upon the written request of the Yardmaster for such reason as the Superintendent may deem sufficient and whenever extra or relief Yardmasters are available. Such leaves of absence shall be promptly reported to the Director of Human Resources and in the manner prescribed by him/her. A railway Yardmaster granted a leave of absence for fifteen (15) calendar days or more may return to his/her position 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.

**Section 3.8.2 Armed Forces Duty:** The Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to permanent or probationary Yardmasters for the purpose of service in the Armed Forces; provided that such request for such leave shall be in writing and accompanied with validated copy of military orders ordering such Yardmaster into active service with the Armed Forces.

### **Section 3.9 - JURY DUTY**

**Section 3.9.1** A regularly assigned full-time Yardmaster who is required to report for jury duty shall be entitled to leave from his/her regularly scheduled hours of work for the time spent in such service.

**Section 3.9.2** For each hour of such leave taken, the Yardmaster will 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 lost 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:

A. A Yardmaster who reports for jury duty and then is subsequently excused by said Court, affording the Yardmaster an opportunity to return to work or be available for another assignment, shall immediately contact the Carrier and stand ready to report for work as requested.

B. In order to be paid by the Carrier for such leave, the Yardmaster 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.

C. No leave for jury duty or compensation will be allowed for any day in which the Yardmaster is entitled to vacation, sick, PTO, holiday pay or is not scheduled to work.

### **Section 3.10 - COURT APPEARANCES**

**Section 3.10.1 Court Appearances:** Yardmasters required to attend court as witnesses, or to give depositions, or acting in any other capacity pertaining to legal matters at the request of the City, shall be paid straight time for actual time engaged in such from their assigned position with a minimum of four hours.

In the event a court appearance is scheduled on behalf of the Carrier during a Yardmaster's regularly assigned work day and the court appearance is less than a twelve hour shift, the Carrier reserves the right to require the Yardmaster to work the full twelve hours engaged in other employee development activities.

### **Section 3.11 - SHOE ALLOWANCE**

**Section 3.11.1 Shoe Allowance:** Yardmasters will wear ankle support boots with steel sole shanks as required by the employer and will be reimbursed upon receipt up to \$150.00 per pair not to exceed one (1) pair per year January to January.

## **ARTICLE 4 - COMPENSATION**

### **Section 4.1 - GENERAL WAGE INCREASE**

**Section 4.1.1** The journey level Yardmaster hourly pay rate will be as follows:

Effective January 1, 2021, the Yardmaster base wage shall be \$50.53 per hour.

Effective January 1, 2022, the Yardmaster base wage shall be \$51.54 per hour.

Effective January 1, 2023, the Yardmaster base wage shall be \$52.57 per hour.

Effective January 1, 2024, the Yardmaster base wage shall be \$53.62 per hour.

In recognition of concessions made during the negotiation of this Agreement, each regular Yardmaster employed on the date of City Council ratification of this Agreement will receive a one-time lump sum payment of two thousand dollars (\$2,000).

**Section 4.1.2** Student Yardmasters will be paid at 80% of Journey pay rate. Upon completion of training and establishing seniority, the Yardmaster shall be paid at the journey level rate of pay.

**Section 4.1.3** The standard basic hourly rate of pay for Yardmasters shall not be less than computed at 113% of the standard basic hourly rate of pay in effect for the class of Railway Conductor. (CSC 71060).

**Section 4.1.4** A Yardmaster assigned to facilitate the training of a Yardmaster trainee will be paid an additional one hour of straight time pay for each day so assigned.

**Section 4.1.5** The Carrier will match the deferred compensation contribution of Tacoma Rail Yardmasters and Tacoma Rail extra list Yardmasters covered by the Federal Railroad Retirement Act up to a maximum of three (3%) percent of base salary. All contributions are subject to the limitations of the IRC maximum contributions requirements for Section 457 plans. In accordance with the City's deferred compensation rules, no match will be made on Roth contributions.

## **Section 4.2 - LONGEVITY PAY**

**Section 4.2.1** Permanent and extra list Yardmasters who currently qualify for participation in the longevity program consistent with Ordinance 20938 will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. Employees (including extra list Yardmasters) hired into the Yardmaster classification after City Council ratification of this Agreement shall not be eligible or participate in the longevity program.

## **Section 4.3 - NEGOTIATING ALLOWANCE**

**Section 4.3.1 Negotiating Allowance:** The Carrier shall pay for one (1) local Yardmaster serving 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, with a maximum of ten (10) meetings.

## **Section 4.4 - DUES DEDUCTION**

**Section 4.4.1** 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.

**Section 4.4.2** 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 4.4.3** The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

## **Section 4.5 – YARDMASTER INFORMATION**

**Section 4.5.1 Yardmaster Lists:** The Management shall provide the General Chairman with a list of Yardmasters who are hired or terminated, their home addresses, home phone numbers and social security numbers, if available, otherwise the Yardmaster's Yardmaster identification number. This information shall be limited to the Yardmasters represented by the Union.

**Section 4.5.2 Yardmaster List Time Frame:** The data shall be supplied within thirty (30) days after the month in which the Yardmaster is hired or terminated. When the City cannot meet the thirty (30) day requirement, the matter shall be worked out with the General Chairman.

## **ARTICLE 5 - DISPUTE RESOLUTION**

### **Section 5.1 - TIME SLIPS, PAY CLAIMS AND OTHER GRIEVANCES**

For purposes of the Article 5.1, time limits shall begin the next calendar day following the triggering event and shall be considered day one (1). The time limits at any stage of handling may be extended by written agreement between the Carrier and the Union.

**Section 5.1.1 Time Slips:** To receive proper pay and allowances Yardmasters shall submit a written or computer generated time slip which shall accurately describe their activity, and the pay and allowances claimed.

**Section 5.1.2 Clarification of Time Slips:** If the Carrier has questions about work performed and/or the time and/or pay claimed, the slip shall be returned to the Yardmaster with questions noted and section of contract and the process specified in Section 5.1.3 shall be used.

**Section 5.1.3 First Step Resolution:** Any questions of proper pay, allowances, reported hours, use of seniority or other procedures specified in Section 5.1 shall first be discussed directly with the Carrier by the Yardmaster(s) involved. It is the intent of this paragraph to resolve differences fairly, quickly, and at the lowest level.

**Section 5.1.4 Second Step Resolution – Filing Claim:** If the process in Sections 5.1.2 and 5.1.3 do not result in resolution, then the Local Chairman or Yardmaster may make a written request for review by the Superintendent. The request must be made within thirty (30) calendar days of

the original incident. The written request must contain a complete description of the claim, cite the pertinent area(s) of Section 5.1 that apply, and describe the remedy requested of the Carrier. Pending resolution, the original time slip shall be processed using Carrier interpretation of Section 5.1.

This article recognizes the right of Union Officials to file claims and/or other grievances for and on behalf of the Union's members.

**Section 5.1.5 Delivery:** Requests for review per Section 5.1.4 shall be delivered to the Terminal Superintendent's office during regular business hours. Delivery of responses per Section 5.1.6 shall be made in person or in writing to the Local Chairman.

**Section 5.1.6 Response to Claim:** Within sixty (60) calendar days of the receipt of the formal claim, the Superintendent may settle the claim in conference with the Local Chairman, or may respond to the claim in writing. Failure to respond in writing within sixty (60) calendar days shall result in the claim or grievance considered valid and the remedy requested in the claim Section 5.1.4 shall be carried out by Management. Claims made valid by failure to respond shall not be construed as a precedent or waiver of Management rights relating to similar claims or grievances.

**Section 5.1.7 Multiple Claims:** If a series of similar claims are being made, the Local Chairman and the Superintendent may agree by memorandum on an alternative method of tracking such claims. The resolution of this group of claims is to be resolved using Section 5.1.8 or as otherwise agreed.

**Section 5.1.8 Appeal of Claim:** If the claim has not been satisfactorily resolved in the above, the Local Chairman and the Union may avail themselves of the procedures described in the Railway Labor Act, as amended. Use of RLA processes must commence within three (3) months of the date of written response to claim, or upon the effective date of a failure to respond determination, as provided in Subsection 5.1.6 above. Further, the Parties acknowledge the use of the RLA process to be the exclusive remedy for the claim, if elected by the Yardmaster. Such an election serves as a waiver of any other remedy available through ordinance, statute, litigation, or otherwise.

**Section 5.1.9 Pay During Process:** Any meetings or discussion at any of the steps shall not be in pay status for Yardmasters or the Local Chairman unless specifically approved by Management.

## **Section 5.2 - DISCIPLINE RULES AND PROCEDURE**

For purposes of the Article 5.2, time limits shall begin the next calendar day following the triggering event and shall be considered day one (1).

**Section 5.2.1 Requirement for Hearing:** A Yardmaster covered by this article shall not be discharged, suspended or otherwise disciplined without a formal hearing except that a Yardmaster may accept discipline in a Superintendent's Conference per Section 5.2.5. 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.

**Section 5.2.2 Withholding from Service:** A Yardmaster may be withheld from service without pay pending formal hearing or Waiver Conference when the alleged violation involves: (1) physical injury of another person or threat of injury by the Yardmaster, (2) insubordination, (3) possession or under the influence of prohibited drugs or alcohol, (4) theft, or (5) concerns of Yardmaster behavior that they may pose a safety threat to customers, the public or other employees. If as a result of a formal hearing or Waiver Conference a Yardmaster is not assessed discipline, the Yardmaster shall be paid full pay as if they had performed service in their regular manner during the withheld period. If discipline assessed involves suspension from service, time spent in a withheld status shall count against the suspension. If the suspension is less than time withheld from service, the full pay as if they had performed service provision shall apply. (This provision for "pay as if they had performed service" does not apply to any other part of this Article and will be based on the actual earnings of the next lower person on the seniority list.)

If an employee who is to receive a notice of formal hearing will not be permitted to exercise the Waiver Conference option under Section 5.2.5 of this Article, the notice of formal hearing shall so specify.

**Section 5.2.3 Notification:** To conduct a formal hearing Management must give written notice to a Yardmaster.

**A. Management shall:**

1. Deliver the notice in person to the Yardmaster or by certified mail, return receipt requested.
2. Provide a copy of the notice to the Local Chairman.
3. Deliver the notice within ten (10) calendar days of the date of the alleged occurrence or within ten (10) calendar days of knowledge of the alleged occurrence.
4. State the nature of the alleged occurrence and include date, time and location of alleged occurrence.
5. Specify the date, time and location of the formal hearing. Such time to be no less than five (5) calendar days nor more than twelve (12) calendar days from date of delivery of the notice.
6. Provide the names of any known witnesses to be called by Management.
7. If requested by the Union, no less than forty-eight (48) hours in advance of the hearing, the Carrier and the individual identified as the accused employee's representative will exchange all records, documents, locomotive recorded tapes, etc., as well as any other items to be used as exhibits at the investigation, to allow both parties to prepare for the hearing.

**B. The Yardmaster shall:**

1. Acknowledge receipt of the notice by signing the original and returning to Management.
2. Give Management a list of witnesses to be called for the Yardmaster who have relevant information.
3. Appear at the time specified in the notice or as arranged subject to Section 5.2.4.

**Section 5.2.4 Postponements of Hearing:** Postponements of a formal hearing may be requested by the Yardmaster, the Local Chairman or Management on reasonable grounds. Consent shall not be unreasonably withheld.

**Section 5.2.5 Waiver Conference:** Prior to a formal hearing, a Yardmaster may request a Waiver Conference. The purpose of a Waiver Conference is for the Yardmaster to accept responsibility for the incident and work cooperatively with the Carrier on a joint plan of prevention, restitution, discipline or other actions that may be appropriate. The conference shall be held under the following guidelines:

- A. Neither the Yardmaster nor the Carrier are required to conference.
- B. No witnesses shall be involved.
- C. If agreement is reached on disposition of the charges a letter of resolution shall be prepared by Management and signed by the Yardmaster.
- D. The Yardmaster agrees to implement the actions required in the letter of resolution.
- E. The disposition of an incident in conference does not establish precedent.
- F. The Yardmaster waives the right to appeal.
- G. No minutes or other record of any conference discussions shall be made other than the letter of resolution, if any.
- H. If agreement is not reached, no reference to any conference discussion shall be made in the formal hearing.

**Section 5.2.6 Conduct of Formal Hearing:** Formal hearings shall be conducted under the following guidelines:

- A. The purpose is to provide a fair and impartial hearing to introduce and clarify the known facts of the alleged incident.
- B. The hearing shall be conducted by an officer of the Carrier who may be assisted by other officers.

C. The purpose of the conducting officer is to maintain order and allow all relevant facts to be developed.

D. The Yardmaster may be represented by the Local Chairman or other SMART-TD member of the Yardmaster's choice.

E. The Yardmaster, the Yardmaster representative, and the Management representative may introduce evidence, call witnesses and question witnesses.

F. A Yardmaster's prior discipline record shall not be referred to in the hearing.

G. Management shall produce an accurate written transcript of the hearing; one copy of which shall be given to the Yardmaster.

H. Management may record the hearing with video or audio equipment. If done, one copy of such recording shall be given to the Yardmaster.

I. The Yardmaster or Yardmaster's representative may make a record of the proceedings for their own use, provided the tape(s) are made available to the Carrier in the event of a malfunction of its recording device.

**Section 5.2.7 Discipline Decision:** Discipline shall be based on the facts as developed in the hearing and the prior record of the Yardmaster. Within fifteen (15) calendar days of the completion of the formal hearing the Carrier shall notify the Yardmaster of any disciplinary action to be taken. Such notification shall be by letter delivered in person or via certified mail. Copies of this notification and transcript of the hearing shall be provided to the Local Chairman and the Yardmaster.

If as a result of the formal hearing no discipline is assessed, any record of the incident shall be removed from the Yardmaster file.

**Section 5.2.8 Compensation for Attending Formal Hearings:** A Yardmaster required to attend as such by Section 5.2.3 or as a witness will be paid as such for time in the hearing with a minimum of two (2) hours except if the hearing is contiguous with a work shift (plus or minus one hour) the additional Yardmaster time added to the work shift and paid at the overtime rate appropriate to the shift work. If the hearing is not in Tacoma Rail or City offices, Yardmasters will be reimbursed for actual, reasonable and necessary expenses.

Witnesses called by the Yardmaster or Yardmaster representative (Section 5.2.6 D and E) shall be on their own time.

**Section 5.2.9 Appeals:**

At any time following the delivery of the original notification of discipline, the Local Chairman and the Union may avail themselves of the processes described in the RLA. Use of RLA processes must commence within three (3) months from the last notification of discipline

(Section 5.2.7). Exceptions to this three (3) month limit may be made by mutual written agreement.

By virtue of this Article Section 5.2 and the appeals process available to railroad Yardmasters under the RLA, the Union and its members specifically waive any other appeals available within the City Personnel Rules, City policies and/or City procedures.

### **Section 5.3 - YARDMASTERS' COMMITTEE OF ADJUSTMENT**

Subject to the provisions of the Railway Labor Act, the right of the General Committee of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD)- Yardmasters to represent Yardmasters coming within the scope of this Agreement is conceded and all matters relating to the application of this Agreement shall be handled in accordance with the interpretation of this Agreement, as agreed upon by the Management and the General committee of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD) - Yardmasters.

EXECUTED THIS 17th DAY OF March, 2022, 2021.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

SMART-TD  
YARDMASTERS

Jackie Flowers 2/15/22  
Director of Utilities

[Signature]  
General Chairman,  
SMART-TD GCA-341

[Signature] 3/10/2022  
City Manager

[Signature]  
Local Chairman,  
SMART-TD Local 1977

[Signature] February 10, 2022  
Senior Labor Relations Manager

Dale W. King  
Deputy Director / Tacoma Rail Superintendent

DocuSigned by:  
Andy Cherullo 2/11/2022  
1FAFA3DA59164E0...  
Finance Director

APPROVED AS TO FORM:

William Foster  
City Attorney

Attest:

Doris Soum 3/10/22  
City Clerk

INDEX TO LETTERS OF UNDERSTANDING:

1. Retiree Medical (Effective December, 2003; Revised 2021)
2. Guaranteed Extra Board Yardmaster Position (August, 2013)

LETTER OF UNDERSTANDING  
BETWEEN THE  
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES  
TACOMA RAIL

AND  
SMART-TD YARDMASTERS

The City of Tacoma and SMART-TD, Yardmasters, agree that Yardmasters covered under this Agreement shall be provided medical coverage in the same manner as other City employees. Additionally, the following current employees shall be provided City-paid retiree medical coverage effective the first of the month following retirement until eligible for Medicare/Medicaid: Steven Barkoff.

Yardmasters promoted from a craft or class that already has the provision of City-paid retiree medical coverage effective the first of the month following retirement until eligible for Medicare/Medicaid will take that benefit with them.

The original effective date of this Agreement was July 1, 2003. This Agreement was revised effective January 1, 2021

CITY OF TACOMA

Jackie Flowers 2/25/22  
Director of Utilities Date

Nate W King 3/17/2022  
Superintendent, Tacoma Rail Date

Paul Co 3/11/2022  
Senior Labor Relations Manager Date

SMART-TD Yardmasters

[Signature]  
General Chairman, SMART-TD GCA-341 Date

[Signature]  
Local Chairman, SMART-TD Local 1977 Date

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
TACOMA RAIL  
AND  
UNITED TRANSPORTATION UNION  
YARDMASTERS – LOCAL 1977  
EFFECTIVE THIS 30 DAY OF August, 2013

The City of Tacoma and United Transportation Union, Yardmasters Local 1977 agree to the establishment of a Guaranteed Extra Board Yardmaster position subject to the following provisions:

Reports to: Trainmaster  
Hours: Guaranteed eighty hours (80) per pay period, schedule to be determined by mutual agreement of UTU 1977 Vice Local Chairman and Tacoma Rail Terminal Superintendent  
Pay Rate: Current Yardmaster rate in effect at time service is performed  
Duties:

1. Availability: Be on call to cover Yardmaster vacancies as needed and extra yardmaster assignments when required. Section 2.5.2 four-hour vacancies will be filled in overtime order of call based on seniority if the incumbent yardmaster preceding or following the vacancy is unavailable.
2. Assist Tower Yardmaster as needed
3. Assist crews as needed:
  - A. Secure GTB's from BNSF LATA printer if necessary
  - B. Print and transport switch list revisions to crews in the field
4. Physically check status of all yards in Tacoma Terminal complex noting capacity constraints:
  - A. Main Yard
  - B. Slug Yard
  - C. Support Yard
  - D. Transfer Yard
  - E. Fife Yard
  - F. BNSF Yards
5. Physically check status of intermodal terminals, auto facility, industries and team tracks
6. Travel to off-terminal locations when necessary to determine yard status:
  - A. Frederickson
  - B. DuPont
  - C. Olympia
7. Monitor crew start times; to include coffee and lunch breaks
8. Other duties as assigned

Carrier reserves the right to fill any vacancy that may occur in this position on an as needed basis.

For the UTU Yardmasters Local 1977:

*Andrew C. Perce*      8-30-2013  
Vice Local Chairman/Local 1977      Date

For the City of Tacoma, Tacoma Rail:

*Dale King*      8/30/13  
Superintendent, Tacoma Rail      Date