

2020 - 2023

AGREEMENT

BY AND BETWEEN

THE

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

AND

DISTRICT LODGE #160

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

YARD CLERK UNIT

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

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YARD CLERK UNIT

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

PREAMBLE

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

ARTICLE 1 – SUBORDINATION OF AGREEMENT

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

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

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

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

Appendix A
7101 Railway Yard Clerk

ARTICLE 3 – JOINT LABOR COMMITTEE

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

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

ARTICLE 4 – UNION MEMBERSHIP AND DUES

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

There shall be no retroactive deduction of union dues.

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

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

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the

sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

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

ARTICLE 5 – WORK STOPPAGE

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

ARTICLE 6 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (f) determine the methods, means, and personnel by which such operations are to be conducted and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with the provisions of the Railway Labor Act, state or federal law or this labor agreement.

ARTICLE 7 – UNION ACTIVITIES

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

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

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

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.
- B. The Union shall furnish the Carrier with a written list of its stewards immediately after his/her designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 7.4 Union Stewards shall not be unreasonably denied layoff privileges for the purpose of attending to Union business. However, layoff must be requested of and approved by Carrier official as far in advance as possible. Requests or demands for layoff on short notice may be denied due to customer/Carrier work needs.

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

Section 7.6 Up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

ARTICLE 8 – SAFETY STANDARDS

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

Section 8.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, City, customer and department regulations legally binding upon the Carrier shall be complied with, including RULES Book, bulletins and standards. Periodic safety training will be provided. Knowledge of aforementioned safety standards may be periodically evaluated. An employee previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

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

Section 8.3 The employer will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All toilets, lunchrooms, and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated with the management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

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

Section 8.5 Yard Clerks employed at Tacoma Rail will wear work boots that have ankle support and steel shank soles while on duty. Employees will be granted a \$300 boot allowance payable on the second pay cycle in January of each calendar year. Beginning January 1, 2020, new employees hired after the second pay cycle in January will miss eligibility for the boot allowance. In lieu thereof, these employees will be eligible for reimbursements for the initial purchase of the required footwear up to \$200 for safety-toed boots, upon presentation of receipt.

ARTICLE 9 – PERSONAL TIME OFF / VACATION

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

Employees hired after January 1, 2009 and who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Tacoma Municipal Code. For convenience, that section says, in part:

A. Rate of accrual of Personal Time Off.

1. Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. The Personal Time Off plan is in lieu of vacation and sick leave plans.

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

2. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

3. No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his or her appointment.

B. Permissible use of Personal Time Off accruals.

1. Use of Personal Time Off. Personal time off shall be taken in full hourly increments with a minimum of four (4) hours.

2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.

3. Unplanned Use of Personal Time Off. For purposes of this agreement unplanned use of personal time off is defined as less than seven (7) calendar days' notice.

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

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

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

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

5. Permissible Cash-out of Accrued Personal Time Off, consistent with TMC 1.12.248.
 - a. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December), but who has used less than 80 hours of planned Personal Time Off during the same calendar year, may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.
 - b. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.
 - c. For any request submitted pursuant to subsections a or b above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under either option set forth above shall be paid into the Employee Benefit Trust Fund.

C. Maximum accrual of Personal Time Off.

1. Each employee may accrue a maximum of 960 hours of Personal Time Off.
2. If the appointing authority, or his or her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.

D. Compensation upon separation from City service.

1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of separation.
2. Upon the death of an employee, the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of death.

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

F. Conversion of sick leave accruals. Employees converting to the Personal Time Off plan who currently have sick leave accruals must specify one of the following options: (1) placing accruals in a sick leave bank; (2) converting accruals to Personal Time Off; or (3) a combination thereof, as set forth below.

1. Sick Leave Bank.

- a. Accrued sick leave as of the last pay period, after a designated enrollment period, may be placed into a sick leave bank.
- b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, after an absence of more than three consecutive days.