AGREEMENT

BETWEEN

THE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES

BELT LINE RAILWAY DIVISION

D.B.A. TACOMA RAIL

AND THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Note: Pursuant to Article 36 of this Agreement and the provisions of the Railway Labor Act, as amended, the parties shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until January 1, 2030, to become effective July 1, 2030.

July 1, 2017 – June 30, 2030

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

STATEMENT OF PURPOSE

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

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

NON-DISCRIMINATION

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

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

ARTICLE 1 – BASIC DAY

Section 1

A. In a five (5) day work week eight (8) hours or less shall constitute a basic day's work; in a three (3) day work week twelve (12) hours or less shall constitute a basic day's work pursuant to the provisions in Article 2 – Work Week, and Article 4 – Bulletins & Bids.

B. An Engineer's time shall commence at the time they are required to report for duty at the assigned on-duty point and shall continue until they are relieved of all duties at the same point.

C. Once an Engineer has begun a tour of duty on a five (5) day assignment said employee shall be paid no less than eight (8) hours or on a three (3) day assignment said employee shall be paid no less than twelve (12) hours. Engineers laying off during their tour of duty will be paid actual time worked and the balance of the shift will be supplemented by sick leave or Personal Time Off (unplanned – PTU).

D. In the event Engineers are relieved from care of the engine at other than the point for going on or off duty, their time shall be computed to the time that they arrived back at the on-duty point.

E. So far as it is practicable, assignments shall be restricted to eight (8) hours of work unless the assignment is bulletined for a duration in excess of eight (8) hours.

F. When the paycheck for an Engineer is short, payment to cover shortage shall be issued during the next regular pay cycle, or upon request within five (5) business days if the shortage reduces an employee's payment below their regularly scheduled hours of service (i.e.: 80 straight time hours).

ARTICLE 2 – WORK WEEK

Section 1

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

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

C. Prior to implementation of three (3) twelve (12) hour days, the Carrier will provide the Union with no less than thirty (30) calendar days' notice and, upon request, meet and confer with the BLET General Chairman.

ARTICLE 3 – OVERTIME

Section 1

A. A Locomotive Engineer performing service in excess of eight (8) continuous hours on a five (5) day assignment shall be paid at one and one-half (1½) times the hourly rate for time worked in excess of eight (8) hours.

A Locomotive Engineer performing service in excess of three (3) twelve (12) hour days on a 36 hours worked for 40 hours pay bid assignment shall be paid time and one half (1½) for additional work shifts beyond their regular assignment, without reduction of the four (4) hours short of 40.

Deadhead time or elapsed time in excess of twelve (12) hours shall be paid at the time and one-half (1½) rate.

A Locomotive Engineer performing service comprised of two (2) starts in a single calendar day will be paid at the at the time and one-half (1½) rate for the second start.

If another section of this Agreement provides for a more generous premium rate of pay under specific circumstances (for example: Double Time on Holidays), that more generous premium shall apply. Whenever two (2) or more overtime or premium rates may appear applicable to the same hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the highest applicable rate shall apply.

B. A Locomotive Engineer performing service on the holiday shall be paid at two (2) times the hourly rate, or as otherwise specified in Article 20 – Holidays.

C. Except as provided for in Article 4 Section 2H, a Locomotive Engineer performing service in excess of forty (40) hours in a work week, or thirty-six (36) hours if assigned to a 36 hours worked for 40 hours pay, shall be paid at one and one-half (1 ½) times the hourly rate for their shift in excess of the bulletined straight time shifts. Guaranteed Rotating Extra Board Engineers shall be paid at the time and one-half (1 ½) rate for all time in excess of forty (40) straight-time hours, or after the first eight (8) hours if protecting a twelve (12) hour bid assignment. Service performed on the holiday shall count as one (1) of the straight time shifts required to fulfill an Engineer's work week. Holiday and vacation pay received in lieu of service performed shall be counted as service performed for all employees.

D. There shall be no overtime on overtime. Time paid for attending court, inquests, etc., on behalf of the Carrier shall be utilized in computing the forty (40) hours as referred to in Article 3 Section 1C. Time spent attending training in lieu of train service shall count as one of the straight time shifts required to fulfill an Engineers' work week. Locomotive Engineers who perform service in excess of the bulletined number of straight time shifts shall be paid time and one-half (1 ½) rate for the additional day(s) of service performed regardless of class or classes of service.

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

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

ARTICLE 4 – BULLETINS & BIDS

Section 1 – Advertising

A. Vacant positions will be advertised for at least five (5) calendar days. Positions subject to advertisement will be newly created positions, Guaranteed Rotating Extra Board positions, positions expected to be vacant for more than fourteen (14) calendar days (except for scheduled vacations/PTO which are filled off the Guaranteed Rotating Extra Board). Any Extra Assignment which operates for five (5) consecutive days will be advertised for bid.

B. Employees holding positions on the Guaranteed Rotating Extra Board shall be allowed to temporarily hold positions on assignments vacant due to scheduled authorized time off if the assignment is expected to be vacant for more than fourteen (14) calendar days. Right of preference to such temporary assignments shall be based on seniority.

C. Engineers may make telephonic inquiries to the Terminal Superintendent's Office concerning advertisements of vacant positions. Bids may be submitted by telephone on the recorded line (253) 396-3035.

D.

1. Advertisements of vacant positions will specify the job assignment or job number, the on-duty time and on/off duty location, the days of the week the position will work, the closing date of the bulletin and the effective date of the assignment.

2. Bid job assignments shall have set days off. Days off shall, to the extent practicable, be consecutive and specified in the job description of each bid assignment. If there is a deviation from consecutive days off, it will be mutually agreed to between the Carrier and Union.

3. In the event the Carrier elects to annul a regular Engineer's assignment, they shall not be required to perform the duties of another bid assignment, nor serve as a second Engineer ("double up") except in cases of assigned training.

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

1. Eight (8) hour assignments will work five (5) eight (8) hour shifts per week, where practicable.

2. Twelve (12) hour assignments will work three (3) twelve (12) hour shifts per week and will be compensated for forty (40) hours based upon the following requirements:

    a. The Carrier agrees to compensate an additional four (4) hours so the Engineer shall not be paid less than forty (40) hours pay for working all three (3) days of their bid assignment.

    b. Holidays are paid in eight (8) hour increments. If the Carrier abolishes the assignment for the holiday, the Engineer may elect to supplement the remaining four (4) hours with vacation or PTO to fulfill the twelve (12) hours for the holiday.

    c. Engineers requesting a temporary vacancy of less than one (1) work week, shall not be eligible to receive the additional four (4) hours compensated by the Carrier. The Engineer may elect to supplement the additional four (4) hours with vacation or PTO, if available.

    d. Engineers holding a bid assignment will not be eligible to receive the additional four (4) hours compensated by the Carrier if laying off sick leave, or vacation or PTO (if sick leave is exhausted), or leave without pay during their work week. The Engineer may elect to supplement those four (4) hours with vacation or PTO, if available.

F. Vacant positions will be awarded to the senior Engineer bidding for same. If no bids are received, the junior promoted Engineer will be assigned; if none are available, the senior demoted Engineer will be assigned. For positions which require territorial qualifications, positions will be awarded to the senior Engineer bidding for same. Engineers not fully qualified will immediately commence qualifying pursuant to Article 26 – Student Engineer Agreement. Notices of positions awarded will be made by the Terminal Superintendent. Engineers awarded positions will be placed on those positions at the direction of the Terminal Superintendent, as outlined in the bulletin.

Section 2 – Displacements

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

    1. Position now holding is abolished.

    2. Displaced from positions by senior Engineer.

    3. *Position now holding subject to two (2) or more temporary changes in a thirty (30) calendar day period or cancelled twice in a sixty (60) calendar day period,

exclusive of holidays.

The Carrier retains existing right to conduct rules review, railroad related safety training classes and employee meetings during assigned working hours without additional pay. The Carrier may change starting times to facilitate the above without generating a displacement.

4. *Changes in rest days of the assignment.

5. *Position now holding subject to a permanent change.

*Changes as specified in Section 3 of this Article.

B. Engineers who lose their positions pursuant to Article 4 Section 2A(1) or (2) will notify the Terminal Superintendent's office of their displacement choices within twenty – four (24) hours from the loss of position. Loss of position is effective when notified of displacement while off duty. If notified while on duty, the displacement is effective when released from duty. Employees making displacement must cover the assignment's next tour of duty, but will not be placed on new position if not rested under the Hours of Service Law before the on duty time of new position. A regularly assigned Engineer who is displaced and immediately exercises seniority to another regular bid assignment will not forfeit his right to guarantee, if applicable. Engineers who lose time through displacement or who do not immediately exercise displacement rights as specified above will not be considered available for service and will not qualify for the applicable guarantee pursuant to Article 2 – Work Week of this Agreement.

C. Engineers who choose to make displacements as a result of the changes described in Article 4 Section 2A(3), (4), or (5) will notify the Terminal Superintendent's Office of their displacement choices within seventy-two (72) hours from the effective time of the change which triggers displacement rights. It is understood the incumbent is required to cover the assignment during the seventy-two (72) hour period or until displacement is made.

D. Engineers who displace onto assignments requiring territorial qualifications must be fully qualified for the positions onto which they displace before being allowed to cover same. Engineers not fully qualified will immediately commence qualifying pursuant to Article 26 – Student Engineer Agreement.

E. Engineers who are absent from service due to illness, injury, vacation, PTO or other authorized leave of absence may displace onto any position which was awarded or assigned to a junior Engineer pursuant to this Article 4 in their absence. Each Engineer will notify the Terminal Superintendent's Office of his displacement choice within twenty-four (24) hours of his return to service.

F. Engineers being displaced under the terms of this Article 4 will be given at least 10 hours' notice prior to their scheduled start time of such displacement subject to provisions of the Hours of Service Law.

G. Engineers who fail to make displacements as specified above will lose such displacement rights. If affected by the changes in Article 4 Section 2A(1) or (2), Engineers who lose displacement rights may only return to service by assignment to the Guaranteed Rotating Extra Board. If no positions are available on the Guaranteed Rotating Extra Board, the Engineer shall be assigned to the position held by the junior assigned Engineer. Engineers affected by the changes in Article 4 Section 2A(3), (4), or (5) who lose displacement rights will remain on the changed position.

H. Engineers who have held a regularly assigned position for thirty (30) calendar days or more may exercise seniority rights to another position held by a Junior employee. Employees wishing to avail themselves of this provision will so notify the Terminal Superintendent's Office and will be directed as to when the displacement may occur. The displacement must occur during the current work week (Monday 00:01 through Sunday 23:59), subject to the terms of Article 4 Section 2F. Engineers who voluntarily move from one assignment to another assignment shall accept the conditions of the new assignment. However, if this initial seniority move results in the Engineer working more than five (5) consecutive eight (8) hour days or three (3) consecutive twelve (12) hour days starting with the first day of the Engineer's previous assignment, such extra days shall be paid at the straight time rate. Engineers shall comply with the Federal Hours of Service regulations. Engineers who exercise their rights under Article 4 Section 2H will not be allowed to bid the vacancy created thereby for one bid cycle.

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

I.

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

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

Section 3 – Permanent Changes

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

ARTICLE 5 – ENGINEER JOB ASSIGNMENTS AND PROCEDURES

Section 1 – Terminal Superintendent's Office Format and Procedures

A. Engineers must provide themselves with a telephone, cell phone or electronic pager. Engineers must provide the Carrier with their telephone and/or pager numbers. Engineers must advise the Terminal Superintendent's Office whether they will be using a telephone, cell phone or pager, or any of the preceding to receive calls.

B. A recorded line telephone number (253) 396-3035 will be available to Engineers for the conduct of Terminal Superintendent's Office business.

C. The Carrier will keep records of all Terminal Superintendent's Office business transacted between Engineers and the Carrier.

D. A designated Carrier Official or his representative will be available twenty-four (24) hours a day to permit reasonable layoffs.

Section 2 – Guaranteed Rotating Extra Board (GREB)

A. A Guaranteed Rotating Extra Board is established by this Agreement. Order of call for vacancies will be Guaranteed Rotating Extra Board, then employees as described in Article 5, Section 5.

B. A sufficient number of Engineers will be maintained on the Guaranteed Rotating Extra Board to allow for scheduled vacation or PTO and reasonable lay off privileges for all Engineers. The number of Engineers permitted off for scheduled vacation or PTO on any given day will be subject to change by mutual agreement if there is a significant change in business volumes.

C. Positions on the Guaranteed Rotating Extra Board will be considered regular assignments and will be advertised as such. The Carrier has a right to regulate the Guaranteed Rotating Extra Board which will be adjusted each week by forecasting in advance the number of known vacancies for the upcoming week on the basis of one (1) Engineer per vacancy and further supplemented with no more men than is necessary to cover the forecasted average amount of extra assignments on the basis of six (6) starts each week per Engineer.

D. The Guaranteed Rotating Extra Board will be adjusted on Friday to be effective at 0001 hours on Monday. The workweek for the Guaranteed Rotating Extra Board Engineers will begin at 0001 hours on Monday and extend through Sunday. The number of Engineers on the Guaranteed Rotating Extra Board will not be reduced prior to adjustment day, except under extraordinary circumstances and not without the concurrence of the BLET General Chairman. When it is necessary to reduce the number of positions on the Guaranteed Rotating Extra Board, reductions will be in reverse order of seniority.

E. Existing Guaranteed Rotating Extra Board(s) will not be abolished and/or new Guaranteed Rotating Extra Board(s) established except by mutual agreement. It is not the

intent of the Carrier to abolish the Guaranteed Rotating Extra Board in favor of calling demoted Engineers.

F. The Carrier will provide a Guaranteed Rotating Extra Board Activity Report to the BLET Local Chairman on a weekly basis.

Section 3 – Marking Up on the Guaranteed Rotating Extra Board

A. Engineers on the Guaranteed Rotating Extra Board will be marked up in the order of the completion of their previous assignments but in no case sooner than the completion of the minimum day as specified in Article 1 Section 1A of this Agreement.

B. When more than one (1) Engineer is added to a single Guaranteed Rotating Extra Board as a result of being awarded Guaranteed Rotating Extra Board Assignments in accordance with Article 4 – Bulletins & Bids of this Agreement, they will be placed on the Guaranteed Rotating Extra Board in seniority order.

C. Engineers exercising displacement rights to the Guaranteed Rotating Extra Board will be placed at the bottom of the Guaranteed Rotating Extra Board at the time of the displacement.

D. When the Guaranteed Rotating Extra Board is reduced, the junior Engineer shall be demoted.

Section 4 – General Calling Procedures

A. Extra jobs shall be filled in accordance with the governing two (2) hour call provision of this Agreement.

B. Engineers on the Guaranteed Rotating Extra Board will be called in rotation, first in, first out, for assignments for which rested.

C. Calling time will be as close as possible to two (2) hours prior to the reporting time of the assignment. It is understood that Engineers called less than two (2) hours prior to the reporting time will be allowed two (2) hours to report for duty. For hours of service purposes, such Engineers' time will commence when they actually report for duty. Engineers' names will not be removed from the Guaranteed Rotating Extra Board prior to the calling time of the assignment worked.

D. If there are two (2) or more assignments in the same starting time bracket, the Engineer first out on the Guaranteed Rotating Extra Board will have first choice of the assignments. The Terminal Superintendent’s Office will advise Engineers if they have a choice of assignments within the same time bracket.

E. When Engineers are called for an assignment, the Terminal Superintendent’s Office will advise as to the time they are to report, the designated location.

F. The Terminal Superintendent's Office will, when calling Engineers for duty, allow the telephone or cell phone to ring ten (10) times and/or wait ten (10) minutes after calling the pager number before considering Engineers to have missed their call. In the case of a busy signal, repeated attempts will be made for ten (10) minutes before considering Engineers to have missed their call.

Section 5 – Filling of Vacancies (Order of Call)

A. After the Carrier has exhausted the Guaranteed Rotating Extra Board, order of call for vacancies will be:

1. At the Carrier's discretion, Regular Engineers in seniority order at straight time rate of pay who are subject to make whole pay, consistent with Article 5, Section 11.A. (For example, in case of FRA mandatory rest.)

2. Regular Engineers in seniority order who are on rest day with sufficient rest to protect the vacancy.

3. Demoted Engineers in seniority order with sufficient rest to protect the vacancy.

4. The Carrier will utilize Double Time List consistent with Article 5 Section 8.

5. The Carrier at its sole discretion may offer, and Engineers may voluntarily accept, assignments while laid off (or after completing one shift in the same calendar day) if all other calling steps have been exhausted. Interested employees must reach out to the Carrier to indicate availability for such work.

6. After the above listed steps have been exhausted, the Carrier will utilize all other qualified non-management crafts in seniority order, defined as a certified Locomotive Engineer who has not established a seniority date.

7. After exhausting the order of call above, the Carrier may utilize any qualified resources.

Note: At any point the Carrier may elect to annul a job.

B. For the purposes of this Article 5, Section 5, the following definitions shall apply:

1. A regular Engineer shall be defined as a certified Locomotive Engineer holding a regular bid assignment, including Guaranteed Rotating Extra Board Engineers.

2. A demoted Engineer shall be defined as a certified Locomotive Engineer who does not hold a regular bid assignment.

3. An employee on rest day shall be defined as an employee who is not assigned to a job on the same calendar day as the vacancy.

4. Regular Engineers who accept calls to fill vacancies and are therefore unable to protect their regular assignments will be made whole for any loss of earnings, provided they remain available for service until their regular assignment next goes off duty.

5. Engineers on the Guaranteed Rotating Extra Board will be called in seniority order to protect vacancies on their assigned rest day, and/or for overtime vacancies upon completion of five (5) straight time starts or forty (40) straight time hours.

Section 6 – Failure to Respond to Call

A. Engineers who do not respond to call for assignments on the Guaranteed Rotating Extra Board will lose their position on the board and be held off the board for twelve (12) hours.

B. Engineers further down the Guaranteed Rotating Extra Board who fail to respond to a call for the same assignment will be dropped to the bottom but will not be held off the board.

Section 7 – Called Not Used

A. Engineers called for service and notified that they will not be needed less than one hour before start time of shift, will retain their position on the Guaranteed Rotating Extra Board and receive four (4) hours of pay. Notification shall be based upon the Carrier's documented reasonable effort to notify. Failure by employee to receive the message shall not be cause for penalty.

B. Engineers called and reporting for service who are sent home after coming on duty shall be paid an eight (8) hour basic day, and that day will count as a day of work.

Section 8 – Laying Off

A. Except in the case of sickness, regular Engineers laying off will be off for a minimum of one (1) tour of duty and will protect their regular assignments following the expiration of the specified time. A minimum of three (3) hours' notice shall be provided.

B. Except in the case of sickness, Guaranteed Rotating Extra Board Engineers laying off will be off for a specified number of hours (minimum of 8) and will be returned to the bottom of the Guaranteed Rotating Extra Board at the expiration of the specified time. (Example: If GREB is able to work the same calendar day, no leave will be charged. If GREB does not work the same calendar day, leave will be assessed.)

C. Regular Engineers laying off sick must notify the Terminal Superintendent's Office of their return to duty at least three (3) hours in advance of the starting time of their regular assignments.

D. Guaranteed Rotating Extra Board Engineers laying off sick will notify the Terminal Superintendent's Office of their availability for service and will be returned to the bottom of the Guaranteed Rotating Extra Board at that time.

E. Engineers laying off during their tour of duty will be paid actual time worked and the balance of the shift will be supplemented by sick leave or Personal Time Off (unplanned – PTU).

Section 9 – Double Time List

A. The Carrier and Organization have agreed to establish by bulletin a double time list which BLET members may voluntarily sign-up for work for a fifteen (15) day period. Employees must notify the Carrier of their election to be placed on the double time list prior to the 1st day of each month and the 15th day of each month. It is understood that employees who are called off this list in seniority order must answer and protect work. However, an employee may remove him or herself from the double time list prior to being called for an assignment. The employee will not be reinstated to the double time list until notifying the Carrier of marking back up for service.

B. Employees accepting the call will be paid double time. To be eligible for such double time work an employee must be available to protect their next regular working assignment, and must complete (forty) 40 hours service performed in the employee's workweek, as defined by Article 3.1, Paragraph C. Sick pay, and PTU shall not be considered service performed for regular, or extra employees when calculating overtime eligibility. Holiday and vacation pay received in lieu of service performed shall be counted as service performed for all employees.

C. Calling time will be as close as possible to two (2) hours prior to the reporting time of the assignment. It is understood that employees called less than two (2) hours prior to the reporting time will be allowed two (2) hours to report for duty. For hours-of-service purposes, such employees' time will commence when they physically report for duty.

D. The Terminal Superintendent's Office, when calling employees for double time, will call all phone number(s) provided, allow phone to ring up to ten (10) times and leave a message on each number(s). Employees will have ten (10) minutes to respond before considering it to be a missed call.

E. If an employee on the double time list fails to answer and misses a call from the Carrier, they will be subject to discipline consistent with Article 23, Section 1A – Discipline Rules and Procedures, and will be removed from the double time list for one (1) fifteen (15) day period.

Section 10 – Run Around

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

Section 11 – Guaranteed Rotating Extra Board

A. Engineers on the Guaranteed Rotating Extra Board will be guaranteed forty-eight (48) hours pay at the straight time hourly rate per week, protecting up to six (6) days in the

work week. This guarantee will be calculated in the payroll week in which it accrues and paid in the corresponding pay period. Guaranteed Rotating Extra Board Engineers working five (5) straight time starts, or forty (40) straight time hours during the work week will have fulfilled their work week requirement, and will go into rest status for the remainder of the work week, and shall not qualify for the forty-eight (48) hour guarantee.

Note: If a GREB Engineer only works five (5) straight time starts, or forty (40) straight time hours, and has two (2) days off, they will not qualify for the forty-eight (48) hour guarantee. The GREB Engineer must protect for the sixth (6^{th}) day to qualify for the forty-eight (48) hour guarantee.

B. This guarantee will be reduced by eight (8) hours for each calendar day or portion thereof Guaranteed Rotating Extra Board Engineers are not available for service (exclusive of rest periods and missed call penalties), except as provided for in Article 5, Section 8.B.

C. This guarantee will be offset by all payments (including holidays) accruing to assignments worked during the work week and by any payments made pursuant to Article 5 Section 7.B of this Agreement. However, overtime hours worked during a week in which an Engineer holding a position on the Guaranteed Rotating Extra Board protects all six (6) days of that work week will not be used to offset the forty-eight (48) hours of guaranteed pay.

D. A regular Engineer who is displaced and immediately exercises seniority to the Guaranteed Rotating Extra Board will not lose guarantee for that day.

E. Engineers who are placed on or displaced from the Guaranteed Rotating Extra Board prior to adjustment day will qualify for the weekly guarantee pro-rated to the number of days actually on the board.

F. Engineers who are dropped to the bottom of the Guaranteed Rotating Extra Board pursuant to Article 5 Section 6B of this Agreement and who do not work in that calendar day will forfeit eight (8) hours guarantee.

Section 12 – Use of Regular Engineers

A. Regularly assigned Engineers may be called in accordance with all calling procedures and in seniority order to cover other assignments in advance of their regular reporting time or on their rest day(s). Regularly assigned Engineers who accept such other assignments and are, therefore, unable to cover their regular assignments will be made whole for any loss of earnings, provided they remain available for service until their regular assignment next goes off duty. No make whole payment shall be required for an employee assigned work off the Double Time List pursuant to Article 5, Section 8, who is unable to protect their next regular assignment.

ARTICLE 6 – STARTING TIME

Section 1

A. All assignments shall have a fixed starting time, and the starting time of a crew will not be changed without notice posted prior to the start time of the previous work day.

B. All assignments will begin work in the following time brackets of 6:30 A.M. and 8 A.M. (day); the second 2:30 P.M. and 4:00 P.M. (swing); and the third 10:30 P.M. and 12 midnight (grave yard). The Carrier may call an extra job at any time provided extra job is called within the start time brackets.

C. At times when a twenty-four (24) hour-operation or (continuous service) is not required, Engineer can be started at any time within the brackets identified in Article 6 Section 1B.

D. Upon mutual agreement by the Superintendent and the General Chairman, Engineers can be started at any time.

ARTICLE 7 – LUNCH PERIODS

Section 1

A. Engineers shall be allowed twenty-five (25) minutes for lunch commencing not before four and one-half (4½) and completed prior to the sixth (6^{th}) hour after the start of their shift without deduction in pay or time.

B. Should the first meal period be delayed until after the start of the sixth (6^{th}) hour provided above, the Engineer shall be paid forty-five (45) minutes at the time and one-half (1 ½) rate and be allowed to eat.

C. Should there be a violation of Paragraph A in which the Engineer is not allowed to eat in eight (8) hours, such Engineer shall be allowed eight (8) hours pay in addition to all other earnings.

D. Engineers shall be allowed twenty-five (25) minutes for a second lunch period commencing not before nine and one half (9½) hours on duty and completed by ten and one-half (10½) hours after starting work, without deduction in pay or time.

E. Should the second meal period not be completed until after ten and one-half (10½) hours on duty as provided in Paragraph D., the employee shall be paid forty-five (45) minutes at the time and one-half (1½) rate of pay in addition to all other earnings and be allowed to eat.

F. Should there be a violation of Paragraph D, in which an employee is not allowed to complete the second lunch period in twelve (12) hours on duty, such employee(s) shall be paid four (4) hours straight time pay in addition to all other earnings.

G. Meal periods shall be calculated from the start time of the assignment.

H. Engineers working at locations other than Tacoma Rail Tidelands Division may be required to take their lunch at locations other than the Tacoma Rail Tidelands Division lunchroom.

ARTICLE 8 – SENIORITY RIGHTS OF ENGINEERS

Section 1

A. Engineers shall be employed to operate any type of motive power and/or any other form of equipment or device however controlled or operated, capable of being used to switch cars on Tacoma Rail trackage. Locomotive Engineers and other employees may operate locomotives on shop tracks.

B. Engineers shall hold seniority rights on all tracks owned and/or operated by Tacoma Rail. An Engineer's seniority date shall be established on the first date the employee performs service as a certified Engineer. An Engineer seniority roster shall be kept at the on-duty point.

Note: See Article 26 Section 1F.

C. Engineers currently employed and past the probationary period as defined in Article 21 – Probationary Period shall be paid in addition to all other earnings, when training student Locomotive Engineers, under the provision of Article 26 – Student Engineer Agreement, one (1) hour at the straight time rate.

D. The right of preference of work shall be governed by seniority, subject to the provisions of this agreement

E. Engineers shall not be permitted to exercise seniority in such a way so as to enable them to work more than one (1) shift in a calendar day when other Engineers are available, except when displaced by senior Engineer or assignments are discontinued.

F. In the event it becomes necessary to reduce the Engineers' Guaranteed Rotating Extra Board it shall be done in the reverse order of seniority. Engineers removed under this rule shall be returned to the service in the order of their seniority when their services are required.

G. Engineers laid off by reduction of forces shall be required to keep the Superintendent informed as to their current contact information, and such Engineers shall be notified in the order of their seniority to report for service when their services are required. The notice to the Engineer to report for service shall be sent by certified, return receipt mail to the last address given to the Superintendent. This does not preclude Carrier notification by telephone. Engineers must acknowledge receipt of the notice within seventy-two (72) hours after receipt thereof, and state in such acknowledgment the date they shall report

for actual service or advise that they shall not report. Should the Engineer fail to respond to the notice within seventy-two (72) hours after receipt thereof, they shall not be permitted to return to service earlier than the 30th calendar day from the date of notice. The date the Engineer specified in such acknowledgment that they shall report for service shall fix the earliest date upon which they may be returned to the service. Failure to report for service within thirty (30) calendar days after being notified to do so, as set forth herein, shall be cause for termination of employment with the City.

H. The Carrier shall post a seniority list of Engineers on January 1st of each year showing such seniority as established in accordance with the foregoing provisions of this Article 8. Any Engineer desiring to protest the seniority and rating, as shown on the list, or the absence of seniority and rating, must do so within sixty (60) calendar days from the date list is posted, otherwise such protest shall not be considered.

I. When the supply of all available Engineers holding seniority as such at Tacoma Rail has been exhausted and there is a need for additional Engineers to protect the service, management may temporarily use Engineers from some other source. However, such emergency Engineers would not establish seniority as Engineers.

J. It is recognized that it is not the intent of the parties that Article 8 Section 1(I) immediately above could or would be used to eliminate engine service positions, furlough engine service employees or avoid hiring engine service employees by using Carrier officers or other employees not subject to the terms and conditions of this Agreement to perform service as Engineers.

ARTICLE 9 – COURT APPEARANCES

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

ARTICLE 10 – YARD AND SWITCHING LIMITS

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

ARTICLE 11 – INCIDENTAL WORK

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

a. Handle switches
b. Move, turn, and spot locomotives

c. Supply locomotives except for heavy equipment
d. Inspect locomotives
e. Start and shut down locomotives
f. Make head-end air tests
g. Prepare reports while under pay
h. Use Carrier supplied electronic devices, communication devices, copy and handle train orders, clearances and/or other messages

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

Paragraph A – Letter #7

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

Paragraph B – Letter #8

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

ARTICLE 12 – ENGINEER PILOTS

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

ARTICLE 13 – RULES REVIEW

Section 1

A. Employees required by management to attend rules review during off-duty time shall be paid their regular straight time rate on a minute basis for actual time spent, with a two (2) hour minimum and a three (3) hour maximum.

B. An employee previously certified on rules who fails to pass a subsequent rules examination shall be given a second rules examination before being withheld from service.

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

ARTICLE 14 – MANDATORY TRAINING CLASSES

Section 1

A. GENERAL POLICY: It is mutually agreed that continuous development, improvement and training are in the best interest of the Carrier and the Locomotive Engineers represented by this Agreement. Further, the BLET agrees to support and participate in all development training required by the Carrier to maintain a safe and competitive railroad operation.

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

1. All Engineers who are required by law or the Carrier to attend classes and/or examination for operating rules, safety rules or other specific training will be made whole for all lost time, but not less than the applicable basic day. If assigned to training on rest days the Locomotive Engineer shall be paid one and one-half (1½) times the applicable rate.

2. In the event training is more than four (4) hours, a Locomotive Engineer shall be paid eight (8) hours at the Section 1 A (1) or (2) rate.

3. In the event training is less than four (4) hours in time a Locomotive Engineer shall be paid four (4) hours minimum and report for and protect an engine assignment.

4. Engineers holding a twelve (12) hour bid assignment who attend mandatory training shall not forego the supplemental four (4) hours at the end of the work week.

5. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the Carrier permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities. Voluntary training shall be unpaid and

occur during the employee's non-working time and may be reimbursable consistent with Tuition Assistance Policy 3.06.

ARTICLE 15 – TIME CLAIMS AND GRIEVANCES

Section 1

A. All claims or grievances must be presented in writing, by or on behalf of the employee involved, to an officer of the Carrier authorized to receive same, within sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the Carrier shall, within sixty (60) calendar days from the date same is filed, notify the Union with a copy to the Engineer, in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

B. The BLET General Chairman and the Terminal Superintendent or their designee may adjust claims or grievances prior to the formal appeals process if mutually agreeable.

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

C. All claim/grievances which are denied in whole or in part within the proper time limit may be appealed within sixty (60) calendar days from the postmark date of denial by the Engineer or the Union to the Superintendent. Within thirty (30) calendar days from the receipt of such appeal a date, time, and place for conference will be set. Decision on appeal will be made at the conference or within thirty (30) calendar days thereafter. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the Engineers as to other similar claims or grievances.

D. All rights of a claimant involved in continuing alleged violation of the agreements shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an Engineer held out of service in discipline cases, the original notice or request for reinstatement with pay for time lost shall be sufficient. The parties are in agreement that in the application of the above, the letter of declination from the first officer of the Carrier shall constitute a claim of record, and at such time that the dispute giving rise to said claims is resolved, those claims that are a matter of record, shall be disposed of on the basis of such decision or award.

E. The decision of the Superintendent will be final and binding unless within six months of such final denial the claim is disposed of on the property or proceedings for disposition of the claim are instituted by the Engineer or by the BLET before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having

jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

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

ARTICLE 16 – LEAVE OF ABSENCE

Section 1

A. Leave of absence without pay may be granted by the Tacoma Rail Superintendent, with the approval of the Director of Human Resources, for a period not to exceed thirty (30) working days, upon the oral request of the Engineer for such reason as the Superintendent may deem sufficient and whenever extra or relief Engineers are available. An Engineer granted a leave of absence may return to work consistent with Article 4 Section 2E of this Agreement prior to the expiration of such leave upon application to the Superintendent of Tacoma Rail, and the remainder of such leave of absence shall thereupon be canceled.

B. Leave of absence without pay for more than thirty (30) working days but not to exceed one (1) year, may be granted regular Engineers by the Tacoma Rail Superintendent, with the approval of the Director of Human Resources where granting such leave best serves the interests of the City. No such leave shall be granted except upon written request of the Engineer submitted in advance, stating the reasons and the inclusive dates of such leave. Upon expiration of such regularly approved leave the Engineer shall be allowed to exercise their seniority. Failure on the part of the Engineer to report for duty promptly at the expiration of such leave shall be regarded as a voluntary resignation. A request for extension of such leave of absence without pay may be granted for an additional specified period. No such extension of leave shall be granted except upon written request of the Engineer submitted in advance.

C. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to a regular or probationary Engineer to enable them to take an appointive position in the City Service; to perform Committee work for the BLET; to accept official position with the BLET, or for sickness or temporary disability. A request for leave without pay by an Engineer in order to accept employment other than named in this paragraph, except in unusual circumstances, shall be considered as insufficient reason for approval of such request.

D. The Tacoma Rail Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to regular Engineers for the purpose of service in the Armed Forces; provided that such request for such leave shall be in writing and accompanied with a validated copy of military orders ordering such Engineer into active service with the Armed Forces.

ARTICLE 17 – SICK LEAVE BENEFIT PLAN

Section 1

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

   1. Sick leave benefits paid under this Article 17 shall be equal to one hundred (100) percent of the employee's regular basic daily rate; provided that if the employee has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the classification of position that the employee has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.

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

B. Sick leave may be used for purposes of Bereavement consistent with TMC Section 1.12.231.I.

C. 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 consistent with TMC Section 1.12.231.D.

D. A Locomotive Engineer separated from the City service due to death or retirement for disability or length of service under Railroad Retirement Pension shall be compensated to the extent of twenty-five (25%) percent of his sick leave accruals. A regular or appointive Locomotive Engineer separated in good standing from the City service for any other reason than death or retirement shall be compensated to the extent of ten (10%) percent of their sick leave accruals up to a maximum accrual of one hundred twenty (120) days.

ARTICLE 18 – PERSONAL TIME OFF (PTO)

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

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

A. Rate of accrual of Personal Time Off.

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

Completed Years of Service	**No. of 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 their appointment.

B. Permissible use of Personal Time Off accruals.

1. Use of Personal Time Off. Personal time off may be taken in tenths (0.10) of an hour increments.

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

3. Unplanned Use of Personal Time Off.

    a. Personal Time Off may be used without prior approval for employee or family emergencies, 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 for such a health-related reason or after the declaration of an emergency by a local or state government agency, or by the federal government. If an advance written request is not possible, the employee shall notify their supervisor of the need for and the request of the time off prior to the beginning of their shift. An employee must keep the Superintendent informed of their condition if unplanned use of Personal Time Off is of more than four (4) 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. An employee is allowed to use any or all of the employee's choice of paid sick leave or PTO to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; or to care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

    a. "Family Member" means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family members includes any individual who regularly resides in the employee's home, except that that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

    b. "Child" means a biological, adopted, or foster child, a stepchild, a child's spouse, 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.

    c. "Grandchild" means a child of the employee's child.

    d. "Grandparent" means a parent of the employee's parent.

e. "Parent" means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis to an employee when the employee was a child.

f. "Spouse" means a husband or wife, as the case may be, or state registered domestic partner under state law or City policy.

1. Permissible Cash-out of Accrued Personal Time Off.

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

Effective January 1, 2027, (or as soon as administratively practicable thereafter) annual voluntary PTO cash out rules will change. Effective January 1, 2027 an employee may, no later than January 31st of each year, submit in writing, on the form provided by and available from the Human Resources Department, a commitment to cash out up to 100 hours of available accrued PTO in February of the following year. The cash value of the PTO shall be based on the rate for the classification in which the employee is working at the time the cash out payment occurs.

B. 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 their 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 calendar days to use the excess accrual.

C. 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.

D. 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).

E. 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 working 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 or her sick leave bank at the rate for the classification in which he or she was working in at the date of separation.

        Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days (960 hours) at the rate for the classification in which he or she was working in at the date of separation.

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

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

ARTICLE 19 – VACATION WITH PAY

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

Section 1

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

Years of Service **Leave**	**Accrued Hours Per Pay Period**	**Days of Vacation**
0 - 3	3.69	12
4 - 7	4.6	15
8 - 13	5.22	17
14 - 18	6.14	20
19	6.45	21
20	6.76	22
21	7.07	23
22	7.38	24
23	7.69	25
24	8	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

B. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in a paid status.

C. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service shall be completed.

D. No employee shall earn more vacation in any one (1) calendar year than the above stipulated days and new employees shall accrue vacation based on the above schedule beginning from the date of their appointment.

E. Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Carrier, and as far as practicable, the preferences of the employees.

F. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.

G. A regularly employed, full-time employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the pay rate appropriate to the classification of position that the employee had worked on for the majority of time in the six-(6) month period immediately prior to the effective date of the vacation leave taken.

H. It is agreed that vacation period of Engineers shall begin with the first assigned working day of the vacation period and shall end with the assigned off-days that may follow a vacation period. Employees may be permitted under this rule to report back for duty on any assigned off-day contiguous to the end of their vacation period.

ARTICLE 20 – HOLIDAYS

This Article 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 shall provide in part as follows:

Section 1

A. All regular, probationary or extra employees shall be paid for, the following holidays as specified in this subsection:

1. New Year's Day (January 1)
2. Washington's Birthday (third Monday in February)
3. Memorial Day (last Monday in May)
4. Juneteenth (June 19)
5. Fourth of July
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. The day immediately following Thanksgiving Day
10. Christmas Eve Day (December 24)
11. Christmas Day (December 25)

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

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

this second floating holiday on Martin Luther King's birthday holiday if desired, provided the Superintendent receives the request in writing ten (10) calendar days prior.

B. All holidays listed above shall be observed on the day on which they fall.

C. Holiday Calling Procedures: Five (5) days prior to the holiday, the Carrier shall post the planned jobs scheduled to work located in the Tower employee break room.

The Carrier shall mark up the jobs by calling employees during boardmark in seniority order and allowing individuals to select their choice of assignment.

If any vacancies remain at boardmark, or occur after the boardmark process, the Carrier will resume marking up jobs in seniority order from non-marked Engineers. If vacancies still remain, the Carrier may force the junior non-marked Engineer in reverse seniority order.

Engineers will not be forced to work on Thanksgiving Day, Christmas Day, or their regularly scheduled rest day.

The final holiday job assignments will be posted and recorded on the Carrier's recorded line.

D. All regularly assigned employees shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to extra list, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the employee's rate of pay is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the classification in which they are working shall determine the rate of holiday pay. To qualify, unless it is determined by the Superintendent that sufficient employees are otherwise available for performing service and no additional expense shall accrue to management, a regularly assigned employee must be in a paid status on the regular work day immediately preceding and following such holiday.

E. Engineers performing service for the Carrier on a holiday shall be paid two (2) times the daily rate of pay. Eight (8) hour jobs worked in excess of eight (8) hours will be paid three (3) times the hourly rate for all excess time worked. Deadhead time will be paid at three (3) times the hourly rate.

F. Guaranteed Rotating Extra Board Engineers, in order to qualify for the prescribed paid holiday must:

1. Be in a paid status on the regular workdays immediately preceding and following the holiday, or

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

3. If an Engineer works on the holiday, the classification in which they are working shall determine the rate of holiday pay. Demoted Engineers temporarily elevated to an Engineer for the holiday, not used and returned to a demoted Engineer status, shall be paid at the Engineer rate of pay for the holiday.

G. Engineers entitled to holiday pay shall be paid for such holiday whether or not it falls on an assigned rest day of the Engineer involved.

H. In the event sufficient Engineers are available for service as determined by management, and no additional expense shall accrue to the Carrier, the requirement that a regular Engineer be available for or perform service as a regularly assigned Engineer on their workdays immediately preceding and following such holiday as defined in Article 20 Section 1D may be waived.

ARTICLE 21 – PROBATIONARY PERIOD

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

ARTICLE 22 – SEPARATION AND RE-EMPLOYMENT

Section 1

A. An Engineer who voluntarily separates from the Carrier and is re-employed, shall rank as a new Engineer.

B. Consistent with City Payroll Policy #2.30, Engineers separating from City employment will receive their final pay at the end of the next regularly scheduled payroll cycle in accordance with RCW 49.48.010, less the authorized deductions which may be found against their pay. Compensation for unused paid leave will generally be paid at the same time, but may be paid to the employee on the payroll cycle following separation.

C. Upon the request of a Locomotive Engineer separating from City service, the Superintendent shall provide a letter verifying the time period of service and classifications(s) of the Locomotive Engineer.

ARTICLE 23 – DISCIPLINE RULES AND PROCEDURES

Section 1 – General Requirements

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

Section 2 – Formal Hearing

A. Notice of Hearing

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

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

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

4. 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.

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

6. If an employee who is to receive a notice of hearing shall not be permitted to exercise the option under Section Article 23 Section 2B, the notice of hearing shall so specify.

B. Waiver of Hearing

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

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

C. Postponements of Hearing

1. The hearing may be postponed by either party due to sickness, injury, vacation of principals or witnesses, or unavailability of chosen representative. The hearing may be postponed for other reasons by mutual consent of the parties. Consent shall not be unreasonably withheld. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day.

D. Conduct of Hearing

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

Note: In the event all qualified Tacoma Rail officers are unavailable or are required to be witnesses in the hearing, the Carrier is not prevented from having

an officer of another railroad be the conducting officer in the interest of providing a fair and impartial hearing.

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

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

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

4. If the formal hearing is not held within the time limits specified in Article 23 Section 2A (2), the employee shall not be disciplined, shall be paid for all time lost, and no disciplinary entry shall be made in the employee's personal service record.

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

E. Transcript of Hearing

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

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

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

F. Hearing Decision

1. If the formal hearing results in assessment of discipline, the results of the formal hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-

delivered to the Engineer within fifteen (15) calendar days from the date the hearing is concluded. The Carrier shall provide the General Chairman a copy of the results.

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

G. Compensation for Attending Hearings

1. Witnesses, as referred to in Article 23 Section 2A(3), who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they shall be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.

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

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

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

H. Time Limit on Appeals
For purposes of this Article 23, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).

- If certified, return receipt mail is used, the day following the postmark date shall be considered day one (1).

1. If the finding of the hearing is that the Engineer is at fault, appeal of discipline assessed must be made within sixty (60) calendar days of the date of the discipline notice. Such appeal must be made in writing by the BLET General Chairman or his designated representative to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) calendar days of the Carrier's receipt of the appeal and be held within thirty (30) calendar days unless an extension is mutually agreed to by the parties.

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

2. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of Article 23 Section 2H(3) of this Agreement.

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

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

I. Effect of Time Limits

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

ARTICLE 24 – EMPLOYEES GENERAL COMMITTEE OF ADJUSTMENT

Section 1

A. The general Committee of Adjustment (GCA) of the BLET shall consist of Engineers of Tacoma Rail and shall represent all Engineers and Student Engineers in the making of agreements covering rates of pay, working conditions and interpretations thereof.

B. All controversies affecting Locomotive Engineers and Student Engineers shall be handled in accordance with the interpretation of these agreements, as agreed upon between the General Committee of Adjustment and Carrier Management, and any final settlement arrived at shall be binding on the Union and Carrier Management and the Engineer or Engineers involved.

ARTICLE 25 – HELD FOR FUTURE USE

ARTICLE 26 – STUDENT ENGINEER AGREEMENT

Section 1

Tacoma Rail may establish and maintain a Student Engineer program for the training and qualifying of trainees to become Locomotive Engineers as follows:

A. A Student Engineer may be any person selected by the Carrier for certification as an Engineer, and establishing seniority working rights under agreements controlled by the BLET.

B. The certification training program shall consist of classroom instruction and work experience, as determined by the Carrier. Classrooms, necessary books and materials, and instructors shall be furnished by the Carrier.

C. A Student Engineer shall be reimbursed for actual reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom sessions which may be held beyond feasible commuting distances from the on and off duty point of Tacoma Rail Engineers.

D. Student Engineers shall be covered by the provisions of Article 28 – Health and Welfare during the period in training and shall be paid based upon their high pay report.

E. From time to time as may be necessary, the Carrier and the designated BLET representative shall designate individual Engineers to act as Engineer-Instructors. While performing their customary service, these Engineer-Instructors shall have a Student Engineer assigned to them for one or more tours of duty, the Engineer-Instructor, training the Student Engineer in the functions and responsibilities of Engineers under actual working conditions. For this service, the Engineer-Instructor shall be paid an arbitrary allowance of one (1) hour at the pro-rata rate in addition to all other earnings for the tour of duty.

    1. The Engineer-Instructor shall permit the Student Engineer to operate the engine and perform other functions of an Engineer, while under the direct supervision of the Engineer-Instructor.

    2. While the Engineer-Instructor cannot be relieved from their responsibility for the safe operation of their train and engine, they shall not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by a Student Engineer.

    3. Engineer-Instructors shall be required to complete progress reports on Student Engineers assigned to them, as may be directed. Incompetence, lack of judgment, or other detrimental traits or attitudes shall be reported.

F. Upon successful completion of the training program, a Student Engineer shall be given a certificate stating that they have become a certified Locomotive Engineer and shall establish their Engineer's seniority as per Article 8 Section 1B of this Agreement and may be placed on the Engineers' Guaranteed Rotating Extra Board pursuant to Article 5 Section 2D of this Agreement. Student Engineers who are unable to mark to the Guaranteed Rotating Extra Board will be considered demoted and allowed to exercise seniority to another craft, if any.

G. Student Engineers shall not be used in emergency service as Engineers until they have graduated and been certified.

H. The Carrier agrees to limit the number of Student Engineers employed at any one time to the number needed to meet the Carrier's requirements for Locomotive Engineers. The General Chairman of the BLET and the Carrier's representative shall cooperate with the Training Committee in determining the need for Student Engineers.

I. Nothing contained in Article 26 is to be construed so as to prevent the Carrier from normal hiring under the Civil Service process as detailed in Tacoma Municipal Code chapter 1.24.

J. Locomotive Engineers providing service for the Carrier in the capacity of a Designated Supervisor of Locomotive Engineers (DSLE) as prescribed under 49 CFR Part 240 – Qualification and Certification of Locomotive Engineers, shall be paid a minimum of two (2) hours at the applicable Locomotive Engineers' rate of pay for each Engineer said DSLE monitors.

ARTICLE 27 – JURY DUTY

Section 1

A regularly assigned full time Locomotive Engineer who is required to report for jury duty shall be excused from regularly scheduled hours of work for the time spent in such required service. The Locomotive Engineer shall provide the Carrier with a copy of the official jury summons.

A. For each hour of such leave taken, the Locomotive Engineer shall be compensated by the Carrier for actual time lost with a maximum of a basic day's pay at the straight time rate for their position for each day loss, less the amount paid for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualifications:

    1. In order to be paid by the Carrier for such leave, the Locomotive Engineer must submit to the Carrier written proof, executed by the administrator of the court, of having served the duration of such service and the amount of compensation received for such service.

2. No leave of absence for jury duty, or compensation, shall be allowed for any day in which the Locomotive Engineer is compensated for vacation, personal time off, sick, holiday pay, or is not scheduled to work.

ARTICLE 28 – HEALTH AND WELFARE

Section 1 – Medical Benefits

A. Consistent with Section 1.12.095 of the Tacoma Municipal Code, the Carrier shall provide access to medical coverage to Locomotive Engineers and their eligible dependents. Effective the first full month following City Council approval (or as soon as administratively practicable thereafter) employees in this bargaining unit shall be covered by the health benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC).

B. Tacoma Rail shall provide early retirement major medical coverage (under contract with the City as described in Article 28 Section 1A) for retired employees covered under this agreement in the same manner as the current railroad employees' national early retirement major medical benefit plan. BLET personnel who retire prior to being eligible for Medicare coverage shall participate in the medical plan provided to other retired City employees. Premiums for said coverage shall be paid for by the Carrier. Medicare Supplement - Regence shall be available for purchase by retired Engineers.

Section 2 – Dental Benefits

Consistent with Section 1.12.095 of the Tacoma Municipal Code, the Carrier shall provide access to dental coverage to Locomotive Engineers and their eligible dependents. Employees in this bargaining unit shall be covered by the dental benefits plan negotiated between the City and a coalition of unions in the Joint Labor Committee (JLC).

ARTICLE 29 – OFF-TRACK VEHICLE ACCIDENT BENEFITS

Should the Carrier determine at a future date to utilize the services of contract transportation companies to shuttle Engineers to or from remote reporting locations, the parties agree to meet for the purposes of providing adequate off-track vehicle accident insurance.

ARTICLE 30 – RATES OF PAY

Section 1

The following general wage increases will be provided retroactive to July 1 of the relevant year to Engineers employed at Tacoma Rail as of the date of City Council approval of this Agreement:

A. Effective July 1, 2017 the hourly rate for Locomotive Engineers shall be $38.90

B. Effective July 1, 2018 the hourly rate for Locomotive Engineers shall be $39.68

C. Effective July 1, 2019 the hourly rate for Locomotive Engineers shall be $40.47

D. Effective July 1, 2020 the hourly rate for Locomotive Engineers shall be $41.28

E. Effective July 1, 2021 the hourly rate for Locomotive Engineers shall be $42.52

F. Effective July 1, 2022 the hourly rate for Locomotive Engineers shall be $44.65

G. Effective July 1, 2023 the hourly rate for Locomotive Engineers shall be $45.99

H. Effective July 1, 2024 the hourly rate for Locomotive Engineers shall be $47.37

I. Effective July 1, 2025 the hourly rate for Locomotive Engineers shall be $49.26

J. Effective July 1, 2026 the hourly rate for Locomotive Engineers shall be $51.11

K. Effective July 1, 2027 the hourly rate for Locomotive Engineers shall be $52.90

L. Effective July 1, 2028 the hourly rate for Locomotive Engineers shall be $54.62

M. Effective July 1, 2029 the hourly rate for Locomotive Engineers shall be $56.26

N. Effective January 1, 2030 the parties will meet to negotiate wage rates to become effective on, and retroactive to, July 1, 2030. In the event that an agreement is not reached by July 1, 2030 the basic daily rate of pay for Locomotive Engineers shall be increased by two-and-one-half percent (2.5%) effective July 1, 2030.

Section 2 – Productivity Improvements

1. Engineers performing service with a crew consisting of less than two (2) Conductors shall not be responsible for accidents caused by failure of radio equipment to properly function. The Carrier shall be responsible for maintenance of radios, and Engineers shall not be held responsible for failure or malfunction of radio equipment unless obviously caused by Engineer abuse or tampering.

2. Except in emergency, Engineers working with a crew consisting of less than a two Conductors shall not be required to start switching or perform transfer service

without operable radios on engines, nor shall they be censured or disciplined in any manner for refusing to do so.

3. No Carrier supervisor, official or non-engine craft employee shall be used to supplant or substitute in the exclusive work of any employee working under BLET Agreements.

Section 3 – Longevity

A. Locomotive Engineers (and Tacoma Rail employees who promoted into the classification of Locomotive Engineer) whose original hire date of continuous City employment began on or before July 24, 2024 will continue to participate in the Longevity program and progress in accordance with the current percentage factors for continuous years of employment. Employees hired after July 24, 2024 shall not be eligible or participate in the longevity program. Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service.....1% per month
From 10 through 14 years aggregate service.....2% per month
From 15 through 19 years aggregate service.....3% per month
20 years or more aggregate service.....4% per month

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

Section 4 – Deferred Compensation

A. The City will match the 457(b) deferred compensation contributions of Locomotive Engineers covered by the Federal Railroad Retirement Act. A maximum matching contribution of three (3%) percent of the base salary of Locomotive Engineers will be made; and provided further, that all contributions are subject to the limitations of the IRC maximum contribution requirements for Section 457 plans. The City does not provide a match on Roth contributions.

Section 5 – One Time Compensation

A. In exchange for elimination of the historic "Wellness" program which rewarded employees for non-use of sick leave, the Carrier will pay a one-time lump sum payment equal to two (2) basic days' wages to each Engineer who earned one (1) or more Wellness Day between January 1, 2020 and the date of Council approval of this Agreement. Employees who received a one-time payment in 2024 pursuant to Article 4.1 Section 2.A of the 2021-2027 SMART-TD Conductor CBA shall be ineligible for this payment.

B. In exchange for the union's prejudicial withdrawal of all disputed time claims associated with "working off bid assignment" (WOBA) and the removal of related seniority rights

and penalty provisions in the CBA, the Carrier will make a one-time payment of five thousand dollars ($5,000) to each Locomotive Engineer employed on the date City Council approval of this Agreement. Employees who received a one-time payment in 2024 pursuant to Article 4.1 Section 2.B of the 2021-2027 SMART-TD Conductor CBA shall be ineligible for this payment.

ARTICLE 31 – SAVING CLAUSE

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

ARTICLE 32 – UNION MEMBERSHIP AND DUES

Section 1

A. 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.

B. 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.

C. 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.

ARTICLE 33 – NEGOTIATING COMMITTEE

The Carrier shall pay for up to two (2) local employees serving as the BLET negotiating committee, the regular basic daily rate of pay for each day spent in formal negotiations between the Carrier and the BLET, with a maximum of ten (10) meetings to be shared between BLET

negotiating committee as determined by the Union. These paid union release days spent in formal negotiations with the Carrier shall count toward computing forty (40) hours performing service as described in Article 3, Section 1.C.

ARTICLE 34 – PERSONAL PROTECTIVE EQUIPMENT ALLOWANCE

Section 1

A. Employees of Tacoma Rail will wear work boots that have ankle support and steel shanked soles, with steel toes optional when on duty. Employees will be granted a four hundred dollar ($400) boot allowance payable on the second paycheck in January of each calendar year.

   Employees hired after the approval of this Agreement will be provided reimbursement for work boots up to a maximum of four hundred dollars ($400) upon presentation of the original purchase receipt and following their successful completion of the probationary period.

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

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

ARTICLE 35 – MANAGEMENT/LABOR COOPERATION

Section 1

A. Recognition: Both Union and Management recognize the desirability to work cooperatively to improve safety, customer service and operational efficiency, within the framework of this agreement.

B. Specific activities: Specific activities that support this cooperation are participation in safety committee meetings, visits to customer location to explain operations or listen and record customer concerns, representing Tacoma Rail at local or regional trade, professional or civic meeting, participation in the Total Quality program. Participation in joint efforts to improve or review customer service or operations, participation in internships at Tacoma Rail, at customer locations, or other agencies of the City. This list is not meant to be all inclusive but to suggest the wide range of activities that may occur.

C. Pay: While participating in such activities in cooperation with management, employees will be paid at the applicable rate. Hours worked in such activities, outside of an employee's regular work hours, shall count for overtime. If time spent is in lieu of service

performed it shall be considered service performed, and thus also counted for establishing the straight time shifts necessary to achieve overtime.

D. Volunteerism: No employee shall be forced to participate in any of the activities. Participation will be at the option of management based on volunteers.

E. Scheduling: Work scheduling of activities as described in Article 35 Section 1B above will be at the discretion of management yet subject to volunteer participation. Vacancies created by participation of a volunteer employee will be filled by the normal call process.

ARTICLE 36 – MORATORIUM

Section 1

A. This Agreement supersedes any and all previous Agreements and/or supplemental Agreements which it comes in conflict with between the City of Tacoma, Department of Public Utilities, Tacoma Municipal Belt Line Railway, d.b.a. Tacoma Rail, and the Brotherhood of Locomotive Engineers and Trainmen.

This Agreement is in full and final settlement of Section 6 notices of the Union and the Carrier. The parties to this Agreement shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until January 1, 2030, to become effective July 1, 2030. This Article 36 – Moratorium shall not bar the Carrier and the BLET Committee from agreeing upon any subject of mutual interest.

B. This Agreement will remain in effect through June 30, 2030, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

DEFINITIONS

A. BLET General Chairman**:** The person elected by the membership of the Union to represent the interests of the membership and act for them under this Agreement.

B. CSC: Civil Service Classification.

C. Highest Designated Officer**:** Superintendent or designee.

D. Locomotive Engineer, Guaranteed Rotating Extra Board Engineer, Extra Engineer, Engineer**:** Certified member of the bargaining unit who operates the locomotive and performs service.

E. L.W.O.P., Laying Off**:** A status in which an Engineer has received prior approval to lay off and is in a leave without pay status.

F. Management/Carrier**:** City of Tacoma, Department of Public Utilities, Beltline Division, d.b.a. Tacoma Rail.

G. Performing Service*:* At the controls of a locomotive, performing locomotive engine service for the Carrier, or any other duties connected with the movement of any train or engine.

H. Rest day(s)**:** Assigned day(s) for rest that are established by bulletin as outlined in the bid job assignment. Engineers are not required to protect the service while on rest day(s).

I. RLA: The Railway Labor Act, Title 45-United States Code, Chapter 8, Sections 151-188 as amended.

J. Sexual Harassment**:** Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature when such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

K. Shift: A single tour of duty for an Engineer defined as day, swing, or grave yard.

L. Student Engineer: any person in training to qualify for certification as a Locomotive Engineer.

M. Superintendent**:** The Highest Designated Officer at Tacoma Rail; their designees.

N. Days: Carrier railroad operations customarily occur seven days per week. Accordingly, unless stated otherwise, all references to "days" in this Agreement are intended to describe calendar days. "Working days" shall refer to days on which the employee is otherwise scheduled or anticipated to work. "Business days" shall refer to Monday through Friday, exclusive of City observed holidays.

O. Territorial Qualifications: For purposes of understanding, the areas requiring territorial qualifications are Tacoma Rail Capital Division (TRCD) On Sound Transit Mainline; BNSF mainline from Stewart MP34.0X to Plumb 37.4 if needed, and/or other new territories to be designated in the future.

P. Union: Brotherhood of Locomotive Engineers and Trainmen.

EXECUTED THIS 30th DAY OF June, 2026.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

Signed by:
Jackie Flowers 06/30/2026
85737C3EA7FB4B7...
Jackie Flowers
Director of Public Utilities

Signed by:
Alan Matheson 06/30/2026
F9407A2A5899F400...
Alan Matheson
Superintendent, Tacoma Rail

Signed by:
Hyun Kim 06/30/2026
3C45E0741824414...
Hyun Kim
City Manager, City of Tacoma

Signed by:
Linnaea Jablonski 06/29/2026
347997A47CB44F5...
Linnaea Jablonski
Human Resources Director, City of Tacoma

APPROVED AS TO FORM:

Signed by:
Chris Bacha 06/29/2026
9755210429074E6...
Chris Bacha
City Attorney

Attest:

DocuSigned by:
06/30/2026
31BC93AB5FF944B...
Nicole Emery
City Clerk

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS and
TRAINMEN

Signed by:
Rondel Mills 06/27/2026
548C2775824B4BC...
Ron Mills
General Chairman BLET

Signed by:
James Logan 06/24/2026
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James Logan
National Vice President BLET