

AGREEMENT

**BETWEEN
THE
CITY OF TACOMA DEPARTMENT OF PUBLIC
UTILITIES
BELT LINE RAILWAY DIVISION**

AND THE

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

3-17-98

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AGREEMENT
Between The
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
BELT LINE RAILWAY DIVISION
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STATEMENT OF PURPOSE

This agreement is between the City of Tacoma, Department of Public Utilities, Belt Line Division, (hereinafter called "Management/Carrier") and the Brotherhood of Locomotive Engineers (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.

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the concessions herein set forth, it is mutually agreed between the parties hereto as follows:

STATEMENT

The parties signatory hereto are in full agreement and complete understanding that the elimination of the word, "fireman or firemen", and the deletion and/or revisions of certain Articles pertaining to the craft of "fireman", that those firemen holding a seniority date as such prior to January 1, 1964, shall retain existing rights as provided in the May 7, 1965 Agreement, designated as Supplement "A" of this Agreement.

ARTICLE 1 - BASIC DAY

Section 1

- A. Eight (8) hours or less shall constitute a day's work.
- B. Engineers time shall commence at the time they are required to report for duty at the assigned starting point and shall continue until they are relieved of all duties at the same point.
- C. 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.
- D. So far as it is practicable, assignments shall be restricted to (8) hours of work.

ARTICLE 2 - FIVE-DAY WORK WEEK

Section 1

- A. Except as otherwise provided in this Article 2, the work week shall consist of five (5) consecutive days, with two (2) days off in each seven (7). The foregoing work week rule is subject to all other provisions of this Agreement.

Section 2

- A. The term "work week" for regularly assigned engineers shall mean a week beginning on the first day on which the regularly assigned engineers are bulletined to work.

Section 3

- A. All regular engine assignments for engineers in yard service, transfer service and Belt Line service, represented by the BLE shall be for a work week of five (5) basic days.
- B. If a regular engineer is unable to work five (5) consecutive days as an engineer through no fault of his/her own, he/she shall be allowed to work his/her first available rest day ahead of the extra list until he/she has had the opportunity to make up his/her lost days(s).

Note: This rule is to provide for work loss through the normal exercise of seniority and job displacement and does not pertain to day(s) lost and paid for jury duty, vacation or other company-paid days for which actual service is not performed as an engineer. It does not provide for making up of personal leave day(s) or voluntary layoff. The affected engineer shall notify the proper authority that he/she desires to make up a lost day and it shall be done on the first available rest days(s).

- C. Except as otherwise provided in this Agreement, regular engineers shall not be permitted to perform service more than five (5) straight time shifts in a work week and,

extra engineers shall not be permitted to perform service more than five (5) straight time shifts in a work week.

ARTICLE 3 - OVERTIME

Section 1

- A. A locomotive engineer performing service in excess of eight (8) continuous hours shall be paid at one and one-half (1-1/2) times the hourly rate for time worked in excess of eight (8) hours.
- B. A locomotive engineer performing service on the holiday as specified in Article 19 shall be paid at one and one-half (1-1/2) times the hourly rate.
- C. A locomotive engineer performing service in excess of five (5) straight time shifts during a seven (7) day period beginning on the first day of his/her work week shall be paid at one and one-half (1-1/2) times the hourly rate for their shift in excess of the five (5) straight time shifts. The work week for extra list engineers that do not have assigned rest days shall commence on Monday. If an employee performs service on a holiday, that shift shall count as one of the five (5) straight time shifts. Holiday and *vacation* pay received in lieu of service performed shall be counted as service performed for all employees.
- D. Regular assigned engineers performing service as such more than five (5) straight time shifts in a work week shall be paid one and one-half (1-1/2) times the basic straight time rate for such excess work except:
 - 1. When changing off where it is the practice to work alternately days and nights for certain periods.
 - 2. When exercising seniority rights from one assignment to another.
- E. There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in Section D above be utilized in computing the five (5) straight-time shifts referred to in such Section D, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, etc., be utilized for this purpose. Training payments received in lieu of pay for service performed hours shall be utilized in computing five (5) days of service performed. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not changed by this Agreement. Locomotive engineers who perform service in excess of five (5) days shall be paid time and one-half for the sixth and seventh days of service performed regardless of class or classes of service.
- F. Extra list engineers (not working as such) shall not be permitted to perform service in excess of five (5) straight-time shifts in a seven (7) consecutive day period, beginning on Monday, or if applicable, on the first day of their work week.

Note: Performing Service as referred to herein shall be understood to include days worked in any craft for the Tacoma Municipal Belt Line Railroad. For the purposes of call, sick days and vacation days shall count as fulfilling the five (5) straight time shift requirement. For the purpose of qualification for overtime, sick days shall not count as fulfilling the five (5) straight time shifts.

An extra list engineer unable to perform service in any other craft in which he/she holds seniority or has rights to service due to a medical disability shall not be considered as having refused work in such craft(s) for the purpose of fulfilling the requirements of the five (5) straight time shifts performed service provisions of the calling rule.

- G. A promoted locomotive engineer with seniority rights in another craft may be called in to perform service if all others of that craft have been given opportunity to exercise their seniority. This would apply before the company secures outside emergency employee.
 - 1. Refer to Article 6 paragraph F (4) - BLE Agreement.
 - 2. Refer to Article 2.7 paragraph E (3) - UTU Agreement.
 - 3. Carrier agrees to call Belt Line engineers without seniority rights in another craft before using non-Belt Line employees.

ARTICLE 4 - BULLETINS AND BIDS

Section 1

- A. All regular engine assignments, days of operation and starting times (reference Article 7) of such engine assignments shall be bulletined the week of January 1st, April 1st, July 1st, and October 1st of each year.
- B. Engine assignments may be bulletined for five (5), six (6) or seven (7) days provided the bulletin designates the days off for the assignment.
- C. Except as otherwise provided for, engine assignments shall be established in conformity with rules in agreements in effect on this property governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with agreement on this property.
- D. Rules providing for assignments of engineers "for a fixed period of time which shall be for the same hours daily" shall be relaxed only to the extent that the carrier may change starting times of one (1) or more engine(s) within one (1) time bracket to another time bracket once per week. Carrier shall be required to provide locomotive engineers twenty-four (24) hours notice in advance of board mark effecting such starting time

change. In the event less than twenty-four (24) hour notice is allowed, affected locomotive engineer(s) shall be allowed one (1) basic day in addition to all other earnings. . (The intent of this article is to help meet customer service needs in keeping with side letter #9 attached to May 31, 1996 National Agreement.)

The carrier may reduce the engineers quota permanently by giving twenty-four (24) hour notice at the 8:00 AM board marking. Any engineer reduced from the working quota on less than twenty-four (24) hour notice shall be allowed eight (8) hours at engineers rate.

It is understood, that the clause “for a fixed period of time which shall be for the same hours daily”, does not apply when a 24 hour operation or continuous service is not required. Reference Article 7 Section 1C.

Permanent starting time change may be made by bulletining notice of change by Friday, at 5:00 PM to be effective first tour of duty on following Monday.

Section 2

- A. All assigned rest days shall be offered for seniority choice the week of January 1st, April 1st, July 1st and October 1st of each year. It is understood this provision shall not eliminate bulletining of engine assignments required under the Agreement.

Note: The above shall be considered as complied with if, on the last Friday preceding the dates set forth, engineers are required, in seniority order, to designate orally before 8:00 AM, the regular assigned days off of their choice on a quarterly basis, subject to other provisions of this agreement. Assignment designations shall be effective at 12:01 AM of the Monday following the date choice is made. Engineers absent during the bulletin period shall be allowed one (1) day after they report for duty, to exercise seniority on assigned days off advertised or requested during engineer's absence.

- B. All new or vacant rest day assignments for locomotive engineers shall be bulletined for twenty-four (24) hours, excluding Sundays and holidays, and the senior applicant shall be assigned. If no bids are received for positions as engineer, the senior unassigned employee, next in line for a regular job, shall be assigned. (Ref. Article 4). Engineer(s) absent during bulletin will be able to exercise seniority in accordance with note to Article 4A above.
- C. An engineer with regular assigned rest days who takes another rest day assignment, shall take the conditions of that assignment, but if this results in the engineer working more than five (5) days in the period starting with the first day of the employee's old work week and ending with the last day of the employee's new work week, such day or days shall be paid at straight-time rate.
- D. Yard engineers shall have a designated point for going on and off duty. The point for going on and off duty shall be governed by local conditions.

- E. Regular locomotive engineer is defined as one who has enough seniority to have assigned rest days based on the number of regular engine assignments as bulletined. Locomotive engineers must exercise their seniority to assigned rest days in seniority order. In the award of bulletined rest days, if no bids are received, the next unassigned extra board locomotive engineer in seniority order shall be assigned. Remaining engineers are extra engineers on a working or non-working list. (Ref. Article 6).
- F. A bulletin shall be posted on the bulletin boards when changes occur and the General Chairman shall be furnished a copy thereof. The bulletin shall show any change in the engineer's seniority rosters such as; the names of any employees added to or taken from the rosters for dismissal, reinstatement, resignation or suspension; the names of any employees on leave of absence and the duration of the leave; the names of any employees off duty account being placed on layoff register and date laid off. The dates on which any of the above changes are effective shall be shown on the bulletin. BLE General Chairman shall be furnished a copy of all correspondence or other changes affecting engineers' working conditions.

ARTICLE 5 - DAILY MARK-UP RULES

Section 1

- A. A bulletin shall be kept in the yard office, upon which engineers shall be registered.
 - 1. Engineers shall exercise their seniority at Daily Board Mark. Board mark-up for engineers shall occur after mark-up of train service employees.
- B. A Crew Board shall be kept in the engineers on-duty place and at 9:00 AM each day, assignments shall be marked up for the twenty-four (24) hour-period ending at 9:00 AM the following day. Regular engineers are to exercise their seniority by 8:15 AM. Engineers who are on a leave of absence shall, when resuming service, report in advance of the time set for marking up.
 - 1. Regular assigned engineers cannot exercise their seniority after 8:15 AM. Regular assigned engineers on leave of absence, reporting time is prior to 8:15 AM.
 - 2. All known vacancies shall be filled by 9:00 AM. Vacancies occurring after 9:00 AM shall be filled as per section 2 of this article. Carrier is not required to recall the board except in the event an extra job is called.
 - 3. Extra list employees, not reached by 8:30 AM, shall be placed on earliest vacancy rest shall allow and required to protect.
 - 4. Regular assigned engineers can make requests for change by phone, radio or in writing in mark-up book prior to 8:15 AM.

5. Extra list, or not marked up regularly assigned engineers, shall make phone numbers, if not listed, available.
6. On Friday, board mark-up may be for all assignments known for Saturday and Sunday and Monday to 9:00 AM. Carrier is not prevented from marking the Board six (6) or seven (7) days per week which would then apply #1 through #5 of this Section.
7. Vacancies occurring after 9:00 AM shall be filled in accordance with governing two (2) hour call provisions of current Agreement. Carrier is not required to recall the board except in the event an extra assignment is called.

Section 2 - Order Of Call To Fill Locomotive Engineer Vacancies

- A. Carrier or designee shall call the senior available regular locomotive engineer not on assigned rest days in accordance with current locomotive engineers seniority list.
- B. After senior available locomotive engineer makes his/her preferred choice of engine assignment, the next most senior available locomotive engineer shall be called to make his/her choice.
- C. The procedure outlined in the paragraph above shall be repeated on down the Locomotive engineers seniority list until all available regular and working extra list (Ref. Article 6) locomotive engineers have made their preferred choice of engine assignment based on their seniority.
- D. In the event the need for additional locomotive engineers arises and all regular and working extra list locomotive engineers have been called, the carrier or designee shall call the senior available locomotive engineer who is entitled to overtime rate of pay regardless to previous or next assignment or rest days.
- E. After the locomotive engineer(s) entitled to overtime have been called, carrier may call senior available engineers(s) on the established non-working list.
- F. Carrier and organization agree that no regular engine assignments are scheduled to work on the ten (10) holidays listed in Article 20 Section 1A only. Order of call on a holiday is seniority order.

Note: When the supply of all available engineers holding seniority as such on the TMBL 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.

Note: Carrier is required to provide minimum engine assignments to match the number of regular locomotive engineers assigned to work that day in compliance with starting time rules, or said locomotive engineers shall be paid a basic day in lieu thereof.

- G. An engineer who leaves an extra list for a regular rest day assignment shall take the conditions of this new rest day assignment at the straight time rate without regard to the number of days the engineer may have worked on an extra list.

ARTICLE 6 - EXTRA ENGINEERS LIST RULES

Section 1

- A. An extra list shall be maintained to protect vacancies in engine service, and when vacancies in engine service do not exist, employees assigned thereto may be used in other classes of service to provide full-time employment. Rates of pay shall be governed by the City's Compensation Plan for each class of service performed, however, engineers assigned to the extra list not holding seniority in another craft may have the option of not working in classes of service paying less than the engineer's rate of pay. Extra list engineers refusing work as an engineer and/or service in any other craft in which such engineer holds seniority and/or rights to service, shall have that day considered as a service day performed of his/her five (5) day work week (for purpose of order of call - not rate of pay).

Note: In the event there is a reduction in business, the General Chairman of the BLE and the superintendent shall reduce the number of engineers on the extra list by agreement by reducing the number of engineers on the engineer's working list. Engineers reduced from the working list shall be subject to call for service in emergency conditions only and shall not be used to deny overtime pay for the engineers remaining on the working list.

The parties agree that the following shall govern in determining the number of engineers on the extra list:

Number of Regular Engine Assignments	Number of Engineers on Working Extra List
4	2
5	3
6	3
7	3
8	4
9	4
10	5
11	5
12	6

Note: Carrier and organization agree that the number of engineers on the working Extra List is automatically adjusted - one for one - for each vacancy due to any reason other than rest days. (Reference Questions & Answers)

- B. Working Extra List engineers shall not be elevated to Regular status for temporary vacancies of less than 10 calendar days created by vacation or sickness of a regular engineer.

Working list engineers shall observe assigned rest days in other craft if applicable. If not applicable, their work week shall commence on Monday. (Reference Questions & Answers)

- C. Hours or days worked in other than railroad engine service shall be used in computing overtime rate of pay in conjunction with service performed as an engineer. The intent of this Agreement is to provide regular employment for extra personnel required to protect temporary vacancies in engine service.
- D. Extra List engineers shall be worked on a seniority basis using the daily mark-up procedures. (Ref. Article 5 except as otherwise provided in this agreement.)
- E. Only a sufficient number of working extra list engineers shall be maintained to meet the service requirements and such employees are subject to call at any time, unless laying off. Extra List engineers shall be called two (2) hours, as near as practicable, before time for starting work, if the call can be made by telephone. And if the senior available engineer is not called in turn through no fault of his/her own, he/she shall be paid four (4) hours at straight-time rate of position run-around; and if no service performed on that date through no fault of his/her own, he/she shall be paid eight (8) hours for the run-around. Extra List engineers are required to have telephones and shall furnish numbers thereof to officer in charge.
- F. An engineer who leaves an extra list for a regular rest day assignment shall take the conditions of this new rest day assignment at straight time rate without regard to the number of days the engineer may have worked on an extra list.

ARTICLE 7 - STARTING TIME

Section 1

- A. For the purpose of this Article, "shift" shall mean day, swing, or night shift and may involve any number of crews per shift.
- B. Where three (3) eight (8) hour shifts are worked for twenty-four (24) hour-operations (continuous service), the time for the first shift to begin work shall be between 6:30 AM and 8:00 AM; the second, 2:30 PM and 4:00 PM; and the third, 10:30 PM and 12:00 midnight.
- 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 7 Section 1B.
- D. Upon mutual agreement by the Superintendent and the General Chairman, engineers can be started at any time.

ARTICLE 8 - LUNCH PERIODS

Section 1

- A. Engineers shall be allowed twenty-five (25) minutes for lunch commencing not before four and one-half (4-1/2) and completed prior to six (6) hours after starting work, without deduction in pay or time therefore.
- B. Should the first meal period be delayed until after the six (6) hours provided above, the engineer shall be paid twenty-five (25) minutes at the time and one-half rate and be allowed to eat.
- C. Should there be a flagrant violation of this Article 8 Section 1A in which the engineer is not allowed to eat in eight (8) hours, such engineer shall be allowed eight (8) hours pay in addition to all other earnings.
- D. Engineers shall be allowed twenty-five (25) minutes for a second lunch period ten and one-half (10-1/2) hours after starting work, without deduction in pay or time therefore. Engineers required to work beyond ten and one-half (10-1/2) hours after starting work and not permitted to utilize their second lunch period within total time shall be allowed 45 minutes as an arbitrary allowance at punitive rate in addition to all other earnings, and shall be tied up no later than 11 hours 55 minutes on duty.
- E. The time for fixing the beginning assignments or meal periods is to be calculated from the time fixed for the engineers to begin work as a unit without regard to preparatory or individual duties.

ARTICLE 9 - 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 the Tacoma Municipal Belt Line Railway trackage. Locomotive engineers and other employees may operate locomotives on shop tracks.
- B. Engineers shall hold seniority rights on all tracks owned and operated by the City of Tacoma, and such seniority shall be established as of the date and time of their first active employment as an eligible in the position for which seniority is established. An eligible is defined as a person listed on an active employment list who has the right to be

certified for appointment. An eligible shall establish a seniority date on the first day used as an engineer by the Management.

Note: See Article 26, Apprentice Engineer Agreement, Section 1G.

- C. Engineers currently employed and past the probationary period as defined in Article 20 shall be paid in addition to all other earnings, when training apprentice locomotive engineers, under the provision of Article 26, one (1) hour at pro rata.
- D. The right of preference of work shall be governed by seniority. A displaced engineer shall be permitted to displace any engineer his junior. A laid off engineer, holding seniority as a fireman, (as defined by Supplement "A" of this Agreement), may displace any fireman his junior; provided, however, that no laid off engineer shall be permitted to hold a position as fireman while a junior engineer is on the engineers working list. Note: In the event the locomotive engineer is held from a preference of work opportunity and required to protect another assignment, in another time bracket, the locomotive engineer shall be paid for all service performed at the overtime rate (one and one-half times the hourly rate) or earnings lost on assignment of preference, whichever is greater.

Note: In the event the locomotive engineer is held from a preference of work opportunity and required to protect another assignment, in the same time bracket, the locomotive engineer shall be paid one hour pro rata in addition to all other earnings or earnings lost on assignment of preference, whichever is greater.

- E. Assigned 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 on the working list, except when displaced by senior engineer or assignments are discontinued.
- F. When an assigned assistant engineer is displaced, he may displace any junior assistant engineer in the classification where rights are held.
- G. In the event it becomes necessary to reduce the engineers working list it shall be done in the reverse order of seniority. Engineers taken off under this rule shall be returned to the service in the order of their seniority when their services are required. An engineer who holds rights as a fireman (See Supplement "A") taken off under this rule shall have the privilege of working as an assistant engineer.
- H. Engineers laid off by reduction of forces shall be required to keep the Superintendent informed as to their whereabouts at all times, 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 by registered U.S. Mail, restricted delivery, deliver to addressee only, sent to the last address given to the Superintendent. Engineers must acknowledge receipt of the notice within seventy-two (72) hours after receipt thereof, and state in such acknowledgment the date he/she shall report for actual

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

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

ARTICLE 10 - COURT APPEARANCES

Section 1

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

ARTICLE 11 - YARD AND SWITCHING LIMITS

Section 1

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

ARTICLE 12 - INCIDENTAL WORK

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

- a) Handle switches
- b) Move, turn, spot and fuel locomotives
- c) Supply locomotives except for heavy equipment
- d) Inspect locomotives
- e) Start and shut down locomotives

- f) Make head-end air tests
- g) Prepare reports while under pay
- h) Use communication devices, copy and handle train orders, clearances and/or other messages
- i) Any duties formerly performed by firemen

NRLC Letters of Understanding #7 and #8 dated May 19, 1986 listed below are made a part of this Article 12 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 BLE 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.

Note: Engineers shall not be required to sand or water engines as an agreed to exception of this rule. Engineers shall be paid two (2) hours pro rata if requested to sand a locomotive in emergency.

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.

Note: Engineers required to couple or uncouple engine connecting hoses or M Uing hoses, in the picking up or setting out or rearranging of locomotive power shall be allowed a minimum of one (1) hour pro rata for each occurrence as an exception to this side letter.

ARTICLE 13 - ENGINEER PILOTS

Section 1

- A. Should the service require the use of engineer pilots, the senior available engineer not already working shall be used and shall be paid engineers rates and conditions for such service.

ARTICLE 14 - RULES REVIEW

Section 1

- A. Employees required by management to attend rules review on off duty time shall be paid their regular straight time rate on a minute basis for actual time spent, with a two (2) hour minimum and a three (3) hour maximum.
- B. An employee previously certified on rules who fails to pass a subsequent rules examination shall be given a second rules examination before being withheld from service.
- C. It is recognized by parties signatory to this agreement, that carrier retains existing right to conduct rules review, railroad related safety training classes and employee meetings during assigned working hours without additional pay. It is understood that the carrier may change starting times to facilitate the above.

ARTICLE 15 - 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 BLE agrees to support and participate in all development training required by the carrier to maintain a safe and competitive railroad operation, except as provided in A(7) below.

When locomotive engineers are required to engage in mandatory training, pay shall be as follows:

1. Locomotive engineers shall be paid \$1.00 per hour added to the current pro rata rate of pay.
2. If assigned to training on rest days the locomotive engineer shall be paid one and one-half (1½) times the above rates.
3. If the next in seniority, performing service that day, has overtime earnings, the trainee shall be paid those overtime earnings in equal time at the overtime (time and ½), engineer rate, not overtime at the training rate in (1) and (2) above.

4. In the event training is more than four (4) hours, locomotive engineer shall be paid eight (8) hours at the Section 1 A (1) or (2) rate.
5. In the event training is less than four hours in time locomotive engineer shall be paid four (4) hours minimum and report for and protect an engine assignment.
6. In the event training is less than four (4) hours in time and the locomotive engineer cannot perform service for the carrier account board mark time has passed or no assignment available due to hours of service rest/release violation, locomotive engineer shall be paid 8 hours at the (1) or (2) rate.
7. Locomotive engineers assigned to training are not eligible to receive arbitraries or short crew payments.

Exception: Locomotive engineers who are eligible and stand to receive the \$37.00 Supervisor only arbitrary as per Article 30 Section 2A(3) shall have the option of not taking mandatory training and be allowed to perform service.

8. The carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the Belt Line permit. The Union shall be given an opportunity, upon request, to offer suggestions to the carrier on ways to improve access to training opportunities. Voluntary training is on locomotive engineer's own time and is reimbursable consistent with Personnel Management Policy 800.
9. Training notices shall be posted in areas accessible to represented locomotive engineers.

ARTICLE 16 - TIME RETURNS AND GRIEVANCES

Section 1

- A. When engineer's time as claimed is not allowed as per time slip, they shall be notified promptly the reasons for disallowance and what allowance, if any, has been made. If no notice of disallowance is given, time as reported on time slip shall be allowed.
- B. When time of engineer is short, time check to cover shortage shall be issued on request if shortage amounts to a basic day or more.
- C. Time claims that are settled by the Committee and the officers of the TMBL, shall be paid by time check within fourteen (14) days or the next pay period whichever comes first, and the chairman shall be notified of the amount and when payment is made.
Note: Nothing in this article prevents the BLE General Chairman or his designated representative and the carrier superintendent or his designated representative from conferencing claims or grievances prior to written declination or appeal if carrier and organization are mutually agreeable.

The purpose of the conference shall be for clarification and resolution of claims fairly quickly and at the lowest level. This conference in no way modifies time limits as set out in this article.

- D. All claims or grievances must be presented in writing, by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the carrier shall, within sixty (60) days from the date same is filed, notify the engineer or his representative, 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.
- E. If a disallowed claim or grievance is to be appealed, such appeal must be in writing within sixty (60) days from the receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. 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.
- F. The procedure outlined in paragraphs (D) and (E) shall govern in appeals taken to each succeeding officer. Decision by the highest officer (Superintendent) designated to handle claims and grievances shall be final and binding unless within sixty (60) days after written notice of the decision of said officer, that officer is notified in writing that his/her decision is not accepted. ALL claims or grievances involved in a decision from the highest officer shall be barred unless within one (1) year from the date of said officer's decision proceedings are instituted by the engineer or the duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case, extend the one (1) year period herein referred to.
- G. 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 company 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.
- H. This article recognizes the right of a representative of the organization to file and prosecute claims and grievances for and on behalf of the engineers they represent.

- I. This Article shall not apply to requests for leniency.

ARTICLE 17 - LEAVE OF ABSENCE

Section 1

- A. Leave of absence without pay may be granted by the Belt Line 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 his/her position prior to the expiration of such leave upon application to the Superintendent of the TMBL, and the remainder of such leave of absence shall thereupon be canceled.
- B. Leave of absence without pay for more than thirty (30) days but not to exceed one (1) year, may be granted regular engineers by the Belt Line Superintendent, with the approval of the Director of Human Resources where granting such leave best serves the interests of the City. No such leave shall be granted except upon written request of the engineer submitted in advance, stating the reasons and the inclusive dates of such leave. Upon expiration of such regularly approved leave the engineer shall be allowed to exercise his seniority. Failure on the part of the engineer to report for duty promptly at the expiration of such leave shall be regarded as a voluntary resignation. A request for extension of such leave of absence without pay may be granted for an additional specified period. No such extension of leave shall be granted except upon written request of the engineer submitted in advance.
- C. The Belt Line Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to a regular or probationary engineer to enable him/her to take an appointive position in the City Service; to perform Committee work for the BLE; to accept official position with the BLE, 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 Belt Line 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 18 - SUPPLEMENTAL SICKNESS BENEFIT PLAN

Section 1

- A. There is hereby established a non United States governmental plan for sickness insurance, within the meaning of section 1(j) of the Railroad Unemployment Insurance Act. The purpose of this plan is to supplement the sickness benefits payable under the Act, not to replace or duplicate those benefits. Benefit payments under this plan are not intended to be wages or salary or pay for time lost and shall not increase an employee's "years of service" under the Railroad Retirement Act. Reference City Pay and Compensation Plan, Section 1.12.231.
1. 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.
 2. Sickness benefits paid under this Article 18 shall be equal to one hundred (100) percent of the employee's regular basic daily rate; provided that if the employee has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that the employee has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.
 3. Where the benefits under this Article supplement an allowance from a Railroad Retirement Board (RUIA), the combined total of such supplemental benefits and the allowance received from the Railroad Retirement Board for any one (1) day shall not exceed one hundred (100) percent of the appropriate basic daily rate. An engineer who forfeits any allowance from the Railroad Retirement Board because of failure to timely file for such benefits shall also forfeit any benefits he/she would otherwise be entitled to under this Article. By mutual agreement, as a result of collective bargaining under the provisions of the Railway Labor Act, as amended the carrier agrees to pay the employee one hundred (100) percent of his/her basic daily rate including benefits received from RUIA and the employee upon receipt of RUIA benefits shall endorse and turn over to the Belt Line monies received. Failure to comply with this agreement shall be cause for forfeiture of all benefits under this agreement including monies and hours. Flagrant violations of this agreement shall be cause for disciplinary action. Employees paid in advance under the provisions of this Article, and failing in their responsibility that causes forfeiture of benefits shall be liable to repay monies received to carrier.

4. Benefits under this Article apply to non-occupational injury or bona fide sickness of organic origin and of sufficient severity to disable the employee, provided that such non-occupational injury or sickness was not caused by the use of drugs or intoxicants, recklessness, gross negligence or any act contrary to law. Benefits shall not apply to routine doctor or dental appointments.
5. In order to be granted benefits under this Article, the employee must report to the proper authority the reason for the absence and keep the Superintendent informed of his condition if the absence is of more than four (4) working days' duration. The Superintendent must be satisfied that the reason for each absence is legitimate, and satisfactory evidence, including a verifying certificate from a reputable physician, verifying that the employee was physically unable to perform his/her regular duties may be required.

B. Bereavement and Illness in Family

1. Bereavement leave of up to four (4) working days shall be allowed in case of death of employee's spouse, father, mother, foster parent, grandparent, grandchild, brother, sister, child, or foster child, or spouse's parent, brother, sister or grandparent. Each working day of such leave shall be paid at the employee's regular basic daily rate; provided that if the employee has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that the employee has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the leave taken. Bereavement leave may be charged against the employee's sick leave accruals, if any. Employees must notify the Superintendent prior to taking bereavement leave.
2. Upon approval by the Superintendent, a maximum of four (4) days sick leave may be granted for a serious illness or injury suffered by a relative living with and dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required if requested by the Superintendent.

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

D. Locomotive engineers shall earn eight (8) hours of additional paid time off for each six (6) consecutive months during which the employee does not utilize any sick leave, to a maximum total of sixteen (16) hours off per year. This additional paid time off may be converted to cash, at the employees option. Employees shall be allowed to utilize wellness time off as additional floating holiday. Current engineer rate of pay shall apply.

ARTICLE 19 - VACATION WITH PAY

The following provisions for vacation with pay are now provided by ordinance of the City of Tacoma. The power and right of the City Council to change the same without an amendment of this Agreement is recognized.

It is now contemplated, however, by the parties hereto that every reasonable effort shall be made to preserve the present provisions unless conditions in the judgment of the City Council should in the future so change as to require amendment of said ordinance.

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:

<u>Years of Service</u> <u>Leave</u>	<u>Accrued Hours</u> <u>Per Pay Period</u>	<u>Days of Vacation</u>
0 - 3	3.69	12
4 - 7	4.60	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	8.00	26
25	8.31	27
26	8.62	28
27	8.93	29
28	9.24	30

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

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.

- B. 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.
- C. 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 City, and as far as practicable, the preferences of the employees.
- D. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual.

- E. A regularly employed, full-time employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the pay rate appropriate to the class of position that the employee had worked on for the majority of time in the six-(6) month period immediately prior to the effective date of the vacation leave taken.
- F. 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 shall not be permitted under this rule to report back for duty on any assigned off-day contingent to the end of their vacation period.

(Reference “Questions and Answers”)

ARTICLE 20 - HOLIDAYS

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

Section 1

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

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

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

- B. When any of the above listed holidays falls on Saturday or Sunday, the day observed by the Class I railroads in the area shall be considered the holiday.
- C. All regularly assigned employees shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to extra list, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the employee's rate of pay is different on the last day of regular work prior to the holiday and the first day of regular

work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the class in which he/she is working shall determine the rate of holiday pay. To qualify, unless it is determined by the Superintendent that sufficient employees are otherwise available for performing service and no additional expense shall accrue to management, a regularly assigned employee must be in a paid status on the regular work day immediately preceding and following such holiday.

E. An extra engineer, 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 such employee cannot qualify under (1) or (2) above, then in order to qualify he/she must be available for service on the full calendar days immediately preceding and immediately following the holiday or perform service on any one of such days and be available on the other day or days and, additionally, must have been in a paid status on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.
4. The rate of pay for employees qualifying under extra list conditions shall be pay for the class in which they have their extra appointment. In cases where an employee may have rights to more than one (1) class, of service, if the rate of pay for the class is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday pay. If an employee works on the holiday, the class in which he/she is working shall determine the rate of holiday pay.

E. Employees entitled to holiday pay shall be paid for such holidays whether or not it falls on an assigned rest day of the individual involved.

F. In the event sufficient employees are available for service as determined by management, and no additional expense shall accrue to the railway, the requirement that a regular employee be available for or perform service as a regularly assigned employee on his/her workdays immediately preceding and following such holiday as defined in Section C of this Article 20 may be waived.

ARTICLE 21 - PROBATIONARY PERIOD

Section 1

- A. Initially hired locomotive engineers entering the service of the TMBL shall have a probationary period of 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 engineers work, for securing the most effective adjustment of the engineer to his/her position, and for rejecting any engineer whose performance of adjustment is not satisfactory. At any time during the probationary period the appointing authority may remove or demote an engineer whose performance is not satisfactory, provided he/she shall notify the engineer and the Director of Human Resources of the reason for such action. The Director of Human Resources, on the basis of this report, may reinstate the engineer to the employment list should such action appear to be in the best interest of the City.

ARTICLE 22 - LEAVING THE SERVICE AND RE-EMPLOYMENT

Section 1

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

ARTICLE 23 - DISCIPLINE RULE AND PROCEDURES

Section 1 - General Requirements

- A. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Section 2B of this Article 23.
- B. An employee shall not be held from service pending hearing except in serious cases, such as theft, altercation, GCOR 1.5 violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous.

Section 2 - Formal Hearing

A. Notice of Hearing

1. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing: within a reasonable period of time but not to exceed ten (10) days from the date of occurrence of, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice 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 notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative if the employee so desires.
Note: This rule does not preclude delivery of the notice at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable. Carrier shall use certified mail return receipt requested to the last known address if other means fail.
2. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
3. The carrier shall have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible carrier official the name or names of other witnesses who may provide material facts.
4. The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
5. If an employee who is to receive a notice of hearing shall not be permitted to exercise the option under Section 2B of this Article 23, 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. Consistent with the provisions of Section 1A for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

D. Conduct of Hearing

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

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

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

2. The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
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 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, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee shall be notified in writing of the reason therefor by certified or registered U.S. mail with additional copy provided for the employee representative.

Note: This rule does not preclude delivery of the decision at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

G. Compensation for Attending Hearings

1. Witnesses, as referred to in 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

1. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the carrier is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the Superintendent of the Company within thirty (30) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases. The carrier shall, within thirty (30) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within thirty (30) days, the appeal 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 discipline cases.
2. The procedure outlined in paragraph 1 shall govern in appeals taken to each succeeding officer (*). Decision by the highest officer designated to handle discipline matters shall be final and binding unless within thirty (30) days after written notice of the decision, said officer is notified in writing that the decision is not accepted.

Thereafter, if conference is requested by either party it shall be held within thirty (30) days of the date of decision, otherwise conference shall be considered as having been waived by mutual consent. All appeals involved in a decision of the highest officer shall be barred unless within ninety (90) days from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

Note: (*)There shall not be more than two (2) succeeding officers involved in the appeals process. Where there is only one succeeding officer involved in the appeals process, there shall be no change in that procedure by reason of this Section.

3. 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.
4. If at any point in this appeals procedure or in proceedings before a tribunal 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 voided 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.

5. 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 shall 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 BLE shall consist of engineers of the TMBL and shall represent all engineers and assistant engineers in the making of agreements covering rates of pay, working conditions and interpretations thereof.
- B. All controversies affecting locomotive engineers and assistant engineers shall be handled in accordance with the interpretation of these agreement, as agreed upon between the General Committee of Adjustment and Management, and any final settlement arrived at shall be binding on the organization and management and the engineer or engineers involved.
- C. Any member of the GCA of the BLE, shall meet and discuss organization matters with the management of the TMBL during working hours, provided that at such times an assistant engineer would replace the committee engineer without additional compensation of expense accruing to the TMBL.

ARTICLE 25 - EMPLOYEE INFORMATION

Section 1

- A. The Management shall provide the General Chairman with a list of engineers who are hired or terminated, their home addresses, home phone numbers, and social security numbers, if available, otherwise the engineer's employee identification number. This information shall be limited to the employees represented by the BLE.

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

ARTICLE 26 - APPRENTICE ENGINEER AGREEMENT

Section 1

The Tacoma Municipal Belt Line Railway may establish and maintain an apprentice engineer Program for the training and qualifying of trainees to become locomotive engineers as follows:

- A. An apprentice engineer may be any person selected by the carrier for the purpose of qualifying for and establishing seniority and work rights under agreements controlled by the organization.
- B. The 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. The training program and any substantial changes therein shall be reviewed from time to time as may be necessary between the organization and the carrier. However, the carrier shall make the final determination of the content and length of the training program, the continuation of individual apprentices in the program and the conditions of successful completion of the program.
- D. An apprentice 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 Belt Line Railway engineers.
- E. Apprentices shall be covered by the provisions of Articles 28, 29, and 31 of the agreement covering engineers during the period in training.
- F. From time to time as may be necessary, the carrier and the designated organization representative shall designate individual engineers to act as engineer-instructors. While performing their customary service, these engineer-instructors shall have an apprentice assigned to them for one or more tours of duty, the engineer-instructor, indoctrinating the apprentice in the functions and responsibilities of engineers under actual working conditions. For this service, the engineer-instructor shall be paid an arbitrary allowance of one hour at the pro-rata rate in addition to all other earnings for the tour of duty.
 1. The engineer-instructor shall permit the apprentice to operate the engine and perform other functions of an engineer, while under the direct supervision of the engineer-instructor.
 2. While the engineer-instructor cannot be relieved from his/her responsibility for the safe operation of his/her train and engine, he/she shall not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by an apprentice.

3. Engineer-instructors shall be required to complete progress reports on apprentices assigned to them, as may be directed. Incompetence, lack of judgment, or other detrimental traits or attitudes shall be reported.
 4. The presence of an apprentice shall not affect the engineer-instructor's rate of pay. That is, if there is no assistant engineer on the crew, the engineer-instructor shall not have his rate of pay reduced.
- G. Upon successful completion of the training program, an apprentice shall be given a certificate stating that he/she has become a journey level locomotive engineer and shall establish his/her engineer's seniority as of the date of award of certificate. After which he/she shall be considered to be displaced unless his services are needed.
- H. Apprentice locomotive engineers shall not be used in emergency service as engineers until they have graduated and been certified as journeyman locomotive engineers.
- I. The carrier agrees to limit the number of apprentice engineers employed at any one time to the number needed to meet the carrier's requirements for locomotive engineers. The General Chairman of the Brotherhood of Locomotive Engineers and the carriers' representative shall cooperate with the Training Committee in determining the need for apprentice engineers.
- J. Nothing contained in Article 26 is to be construed so as to prevent carrier from normal hiring under civil service process.
- K. Locomotive engineers providing service for the carrier in the capacity of Supervisor of Locomotive Engineer (SLE) as prescribed under CFR 49 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 SLE monitors.

ARTICLE 27 - JURY DUTY

Section 1

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

- A. For each hour of such leave taken, the locomotive engineer shall be compensated by the carrier for actual time lost with a maximum of a basic day's pay in an amount equal to his/her straight time rate for his/her position for each day loss less the amount allowed him/her for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualifications:

1. A locomotive engineer who reports for jury duty and then is subsequently excused by said Court, affording the locomotive engineer an opportunity to return to work or be available for another assignment, shall immediately contact the carrier and stand ready to report for work as requested. Locomotive engineer shall mark-up daily and then request layoff if required.
2. 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.
3. No leave of absence for jury duty, or compensation, shall be allowed for any day in which the locomotive engineer is entitled to vacation, sick, holiday pay, or is not scheduled to work.

ARTICLE 28 - HEALTH AND WELFARE

Section 1

- A. It is agreed that employees covered under this agreement shall transfer their medical coverage from the group policy contract GA-23000 between the Railroads represented by National Carriers Conference Committee and the Brotherhood of Locomotive Engineers to the Regence contract, Plan #700000 covering other City employees effective January 1, 1993.
- B. It is agreed that the Belt Line Division shall provide early retirement major medical coverage (by the carrier under contract with the City Regence Plan #700000) for employees covered under this agreement in manner as the early retirement major medical plan covered under the Traveler's policy which was an award of the Arbitration Board No. 458, dated May 19, 1986 between the railroads represented by the National Carriers Conference Committee and the Brotherhood of Locomotive Engineers. BLE personnel who retire prior to being eligible for Medicare coverage shall participate in the medical plan provided to other retired City employees in lieu of participation in the Travelers GA-46000. Premiums for said coverage shall be paid for by the carrier. Medicare Supplement - Regence shall be available for purchase by retired engineers.
- C. BLE shall retain the right to participate in the Joint Labor Committee.

ARTICLE 29 - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Section 1

- A. It is agreed that insurance coverage shall be maintained by the Belt Line to provide payments to employees injured under certain circumstances equivalent to the payments outlined and under the conditions described in Article IV(b) of the March 10, 1969 Brotherhood of Locomotive Engineers Agreement as amended by Article X of the July 26, 1978 Brotherhood of Locomotive Engineers' Agreement.

ARTICLE 30 - RATES OF PAY

Section 1

- A. Effective July 1, 1997 the hourly rate for all locomotive engineers shall be \$21.23 (169.84 per basic day). This rate of pay includes pay for completing work, time and accident reports and certification pay.
Note: Rates of pay for locomotive engineers in yard service are at less than 500,000 pounds. For each additional 50,000 pounds or fraction thereof, add \$0.215 per basic day.
- B. On July 1, 1998, each employee shall be paid a lump sum equal to three and one-half (3-1/2) percent of the employee's compensation for 1997.
- C. Effective July 1, 1999, the basic daily rates of pay in effect on June 30, 1999 for locomotive engineers shall be increased by three and one-half (3 1/2) percent.
- D. On July 1, 2000, each employee shall be paid a lump sum equal to three and one-half (3 1/2) percent of the employees compensation for 1999.
- E. Effective July 1, 2001, the basic daily rates of pay for locomotive engineers shall be increased by *an* amount equal to ninety percent (90%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) Seattle area all items, measured from *June* of 1999 to *June* of 2000, with a minimum increase of three (3) percent and a maximum of six (6) percent.
- F. Effective July 1, 2002, the basic daily rates of pay for locomotive engineers shall be increased by *an* amount equal to 90% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Seattle area all items, measured from *June* of 2000 to *June* of 2001, with a minimum increase of three (3) percent and a maximum of six (6) percent.

G. Cost Of Living Allowance and adjustments after July 1, 2002:

1. *Cost of living allowance(s)* shall be payable in the manner set forth in paragraph F above, until the terms thereof are revised by the parties pursuant to the Railway Labor Act.

Note: The parties to this Agreement shall not serve nor progress prior to *July 1, 2002* (not to become effective before *January 1, 2003*) any notice or proposal to change the provisions of this Agreement. *In the event that the carrier proposes to change the Cost of Living allowance formula, the parties agree to negotiate this proposal.*

- H All employees subject to this Agreement who have an employment relationship as of July 1, 1997 or have retired, will receive retroactive pay from *January 1, 1996* through June 30, 1997 and will be allowed \$0.69 based on hours worked as reported on CSC-7111. There shall be no duplication of lump sum payments or back pay by virtue of employment under another agreement.

In addition, there shall be a \$120 lump sum retroactive amount payment.

- I. An engineer, when working with a protected assistant engineer (protected by prior right January 1, 1964), shall have the basic daily rate reduced by \$4.00.

Section 2 - Productivity Improvements

- A. In consideration for productivity gains afforded to the carrier by the organization in this agreement the following mutual agreement is effective as of the date this entire agreement is ratified by rank and file. (This Article 30 Section 2A(1) (2) and (3) does not apply to any locomotive engineer hired after August 1, 1992.)

1. When a locomotive engineer hired before March 15, 1983 works with a crew consisting of less than a supervisor and two helpers, that engineer shall receive a special allowance of \$17.00 per tour of duty (\$2.75 higher than an engineer hired after March 15, 1983.) *This \$17.00 is not subject to future wage and COLA adjustments (engineers hired after March 15, 1983 refer to Part 2).
2. When a locomotive engineer hired before August 1, 1992 but after March 15, 1983 works with a crew consisting of less than a supervisor and two (2) helpers, that engineer shall receive an additional special allowance of \$14.25 per tour of duty. This \$14.25 is not subject to future wage and COLA adjustments.
3. A locomotive engineer hired before August 1, 1992 that works with a Supervisor-only crew shall receive an additional special allowance of \$37.00 per tour of duty. This \$37.00 is not subject to future wage and COLA adjustments. A locomotive engineer hired after August 1, 1992 shall not be eligible for special allowance payments contained in this Article 30 Section 2A(1)(2) and (3).

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

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

4. Engineers performing service with a crew consisting of less than a supervisor and two helpers shall not be responsible for accidents caused by failure of radio equipment to properly function. Carrier shall be responsible for maintenance of radios, and engineers shall not be held responsible for failure or malfunction of radio equipment unless obviously caused by engineer abuse or tampering.
5. Except in emergency, engineers working with a crew consisting of less than a supervisor and two helpers shall not be required to start switching or perform transfer service without operable radios on engines, nor shall they be censured or disciplined in any manner for refusing to do so.
6. The carrier shall maintain a sufficient number of engineers to permit reasonable lay-off privileges and to protect vacancies, vacations, and other extended vacancies.
7. 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 BLE Agreements.
8. This agreement is not applicable to engineers working with single position switch-operator assignments which did not become a one switch-operator assignment as a result of the so-called crew consist agreement, such as, but not limited to engineers handling light engines and engineer pilots on detoured trains.
9. The parties to this agreement shall not serve or progress prior to the attrition of all protected employees any notice or proposal for changing the specific provisions of the above Section 2. It is further acknowledged and agreed to that the compensation paid by the carrier to fully implement the crew consist which incorporates special allowances shall not be subject to future negotiations. This Section 2 shall not bar the parties, hired before August 1, 1992 from making changes in the above provisions by mutual agreement.
10. The parties hereto recognize the complexities involved in this Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements shall be made for periodic conferences for the purpose of

agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application shall be handled expeditiously in conference by the General Chairman and Superintendent. Such conferences shall be held promptly at the request of either party.

- B. Effective with the adopted date of this Agreement locomotive engineers protected by the May 7, 1965 Manning Agreement (Supplement A to this Agreement), shall be paid two dollars (\$2.00) per shift worked in lieu of performing service under the provisions of Public Law Board No. 2147, Award #1. This payment is considered an arbitrary and is not subject to future wage increases or cost of living adjustment. This payment is in addition to all other earnings.

Section 3 - Longevity

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

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

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

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

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

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

ARTICLE 31 - DENTAL PLAN

Section 1

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

ARTICLE 32 - NON-DISCRIMINATION

Section 1

- A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps (that do not prevent proper performance of the job) unless based upon a bona fide occupational qualification. Further it is mutually agreed that there shall be no discrimination based

upon union membership or union activity. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action.

- B. It is agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy No. 130.
- C. Employees who feel they have been discriminated against or sexually harassed shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.
- D. Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

ARTICLE 33 - SAVING CLAUSE

Section 1

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

ARTICLE 34 - UNION MEMBERSHIP AND DUES

Section 1

- A. It shall be a condition of employment that all employees of the carrier covered by this Agreement who are members of the union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its execution date shall, upon completion of their probationary period, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement provided objections to joining the Union, which are based on either bona fide religious tenets or teachings of a church of religious body of which such employee is a member, shall be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. Such payments shall be made to a charity having offices in Pierce County and the payment shall be made to said office. The employee shall furnish

written proof the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, it shall be resolved under the provisions of the Railway Labor Act, as amended.

Section 2

- A. The Union agrees that membership in the Union shall not be denied or terminated for any reason other than the failure of an employee covered by this agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3

- A. The Union agrees that the carrier shall not terminate the employment of any employee under the security clause provision of this agreement until written notification is received from the Union that an employee has failed to pay the required dues of service charge of provide proof of an alternative based on religious tenets as provided herein above.

ARTICLE 35 - NEGOTIATING COMMITTEE

Section 1

- A. The carrier shall pay for one (1) local employee serving as the BLE negotiating committee, the regular basic daily rate of pay for each day spent in formal negotiations between the carrier and the BLE, with a maximum of six (6) meetings.

ARTICLE 36 - ENACTMENT IN TERMINATION

Section 1

- A. This Agreement supercedes 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 and the Brotherhood of Locomotive Engineers (except Supplement "A" attached).
- B. This Agreement is in full and final settlement of Section 6 notices of the organization and carrier. The parties to this Agreement shall not serve nor progress any notice or proposal for changing the provisions of this Agreement until *July 1, 2002*, to become effective January 1, 2003. This Article 36 shall not bar the carrier (TMBL) and the BLE Committee from agreeing upon any subject of mutual interest.

ARTICLE 37 - SHOE ALLOWANCE

Section 1

- A. Locomotive engineers required by the carrier to wear high topped, ankle supporting shoes with defined heels when performing service for the carrier shall be reimbursed upon receipt up to \$80.00 per pair (non-steel toe), and \$120.00 per pair (steel toe) not to exceed one (1) pair per year (per twelve months, from receipt month to receipt month). There shall be no duplication of this shoe allowance by virtue of employment under another agreement.

ARTICLE 38 - LABOR MANAGEMENT TRAINING DEVELOPMENT COMMITTEE

Section 1

- A. Labor/Management Training Development Committee shall be established consisting of one member of the bargaining unit representing crafts at the TMBL. The BLE General Chairman may appoint a representative to participate or the General Chairman may participate. One management person may be appointed by the Belt Line Superintendent.

The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues relating to productivity standards, goals, training, and training opportunities for bargaining unit members. This Committee shall not be used to discuss negotiable issues unless all parties so agree.

The Committee shall establish its own rules of procedure and meeting times and place which shall be monthly or quarterly. Chairmanship of the Committee shall rotate between labor and management.

ARTICLE 39 - 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 the Belt Line at local or regional trade, professional or civic meeting, participation in the Public Utilities Partners in Excellence Program. Participation in Quality Circles or similar joint efforts to improve or review customer service or operations, participation in the Training Committee, and/or internships at the Belt Line, 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 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 a the option of management based on volunteers.
- E. Scheduling: Work scheduling of activities as described in paragraph B 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.

DEFINITIONS

- A. **BLE General Chairman:** The person elected by the membership of the of the union to represent the interests of the membership and act for them under this Agreement.
- B. **CSC:** Civil Service Classification.
- C. **Engine assignment:** A daily bid work opportunity for locomotive engineers that bas specified days of operation and start time as per bulletin. The number of bulletined “engine assignments” is the basis for determining the number of bulletined “rest day assignments” for locomotive engineers (reference Article 4 section 2E)..
- D. **Extra Job, Extra engine, Extra:** Temporary additional engine assignment, over and above the number of bulletined engine assignments.
- E. **Highest Designated Office:** Director of Public Utilities or designee.
- F. **Locomotive engineer, assistant engineer, extra list engineer, extra engineer, engineer:** Certified member of the bargaining unit who operates the locomotive and performs service.
- G. **L.W.O.P., Laying Off:** A status in which an engineer does not protect the service and takes leave without pay.
- H. **Management/Carrier:** City of Tacoma, Department of Public Utilities, Beltline Division.
- I. **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.
- J. **Rest day assignment:** Two consecutive days for rest that are established by bulletin and bid on by engineers. Engineers are not required to protect the service while on rest days.
- K. **RLA:** The Railway Labor Act, Title 45-United States Code, Chapter 8, Sections 151-188.
- L. **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.
- M. **Superintendent:** The most senior local management person at the Belt Line; his/her designees.
- N. **24 hour notice(s):** Measured as 24 hours before the board mark-up time of the implemented change.

O. Union: Brotherhood of Locomotive Engineers.

P. Week Day: Monday through Friday, excluding state and national holidays.

QUESTIONS AND ANSWERS

ARTICLE 3 - OVERTIME PARAGRAPH 'F' NOTE 2ND PARAGRAPH

Q-1: Extra list engineer "A" has a medical disability and is restricted to Engineer only service. On Saturday one vacancy exists for Engineer service. Engineer "A" has only three straight time starts for his/her workweek. Is Engineer "A" available for service at straight time?

A-1: Yes, provided Engineer "A" has not refused work as an Engineer during his/her work week. (Reference Article 6).

Q-2: In what order of call is Engineer "A" available?

A-2: Straight time seniority order. (Reference Article 5 section 2).

ARTICLE 4 - BULLETINS AND BIDS

Q-1: (Reference Article 4 Section 1A) Is the carrier bidding engine assignments, days of operation and starting times by posting this bulletin?

A-1: No. This is information that establishes the number, days of operation and starting times of engine assignments for engineers. Only rest days are bid on the TMBL.

Q-2: (Reference Article 4 Section 1C) Where in the "Agreement" are conditions found by which start times may be changed?

A-2: These provisions are in Article 4 Section 1D.

Q-3: (Reference Article 4 Section 1D) What is "24 hours notice"?

A-3: See definitions for "24 hours notice".

Q-4: May the carrier change the starting time of one of the engine assignments in the day starting time bracket to better fulfill the customer service needs?

A-4: Yes, with proper notice.

Q-5: The carrier changed the start times of one of the engine assignments in the day start time bracket to the swing start time bracket. Does this count as once per week?

A-5: Yes

Q-6: The carrier changed the start times of two of the engine assignments in the swing starting time bracket to the day starting time bracket. Does this change count as one time per week allowed under the rule?

ARTICLE 4 - BULLETINS AND BIDS

(continued)

A-6: Yes

Q-7: On Monday the carrier changed the start times of two of the engine assignments in the day bracket to the night bracket. May the carrier make another start time change later in the same week?

A-7: No, only once per week.

Q-8: Carrier desires to change the start times of all the night engine assignments to the swing bracket. Is this allowable?

A-8: Yes, one time per week, with proper notice.

Q-9: On any particular day may, the carrier move one engine assignment from both the night and day starting time bracket to the swing starting time bracket?

A-9: No, the rule says "one (1) or more engine(s) within one (1) time bracket to another time bracket once per week." The above would constitute two engines from two time brackets to another time bracket.

ARTICLE 5 -DAILY MARK-UP RULES

Q-1: (Reference Article 5 Section 2D) Is carrier required to call for overtime if a straight time engineer is available?

A-1: After adjusting the working list in compliance with Article 6 Section 1A second note, then yes overtime call is required.

Q-2: What is the overtime order of call?

A-2: Straight seniority order without regard to previous or next assignment or rest days.

Q-3: (Reference Article 5 Section 2E note) May the carrier require a locomotive engineer to work even though no assignment is available on that day?

A-3: Yes, the locomotive engineer may be required to mark-up to work as a second locomotive engineer in the cab of an assignment on that day.

ARTICLE 6 - EXTRA ENGINEERS LIST RULES

(Reference Article 6 Section 1A)

Example 1

Carrier has four (4) regular assignments which allows for two (2) additional working extra list engineers. Total six (6), filled by senior six engineers. Engineer 1 is on vacation; #2 and #3 are working; #4 is off sick; #5 is working; and #6 has requested leave without pay. #7, #8 and #9 are automatically adjusted to the working list.

Example 2

Carrier has six (6) regular assignments which allows for three (3) additional working list engineers. Total nine (9), filled by senior nine (9) engineers. Engineers #1 through #5 are working; #6 is on vacation; #7 is on rest days; #8 is working; #9 is available; and #10 is automatically adjusted to the working list.

(Reference Article 6 Section 1B)

Example 1

The #1 working extra list engineer has assigned rest days on Tuesday and Wednesday as a Switch Operator. Locomotive engineer #1 is on vacation of less than 10 calendar days and has Saturday/Sunday as rest days.

Q-1: Can #1 Working List move to Sat/Sun?

A-1: No.

Q-2: Is #1 Working List a regular engineer?

A-2: No.

Q-3: Can #1 Working List work on Tuesday?

A-3: Yes. Only as provided for in this agreement or the Switch Operator Agreement.

Q-4: Can #2 locomotive engineer with assigned rest days as an engineer move to Sat/Sun?

A-4: Yes, if he/she does not already have Sat/Sun and if the vacancy is ten (10) work days or longer.

ARTICLE 9 - SENIORITY RIGHTS OF ENGINEERS

- Q-1: A locomotive engineer has the seniority to mark-up to the latest swing shift engine assignment. The carrier has a need to hold said locomotive engineer from this preferred choice of assignment and require the engineer to work an engine assignment on day shift. What is the penalty to the carrier?
- A-1: Carrier shall pay the locomotive engineer overtime rate (1 ½ times pro-rata rate of pay) for all service performed, or lost earnings on the engine assignment of his/her preference if it is greater.
- Q-2: A pre-92 locomotive engineer was held off his/her assignment of preference which was the 3:30 PM switcher. The 3:30 PM switcher was a supervisor only crew that worked two hours and fifteen minutes overtime. The carrier required this locomotive engineer to protect the 3:10 PM switcher. What is the penalty to the carrier?
- A-2: Carrier shall pay the locomotive engineer the earnings lost on the assignment of preference (2 ¼ hours at overtime rate), plus \$37.00 for the loss of the supervisor only arbitrary and one hour pro-rata
- Q-3: A pre-92 locomotive engineer was held off his/her assignment of preference which was the 3:30 PM switcher. The 3:30 PM switcher was a supervisor only crew. The carrier required this locomotive engineer to protect the 3:10 PM switcher which was a supervisor and one helper crew that worked no overtime. What is the penalty to the carrier?
- A-3: Carrier shall pay the locomotive engineer the earnings lost on the assignment of preference, \$37.00 for the loss of the supervisor only arbitrary and one hour pro-rata.
- Q-4: A pre-92 locomotive engineer was held off his/her assignment of preference which was the 7:30 AM switcher. The 7:30 AM switcher was a supervisor and one helper crew. The carrier required this locomotive engineer to protect the 7:10 AM switcher which was a supervisor and one helper crew that worked no overtime. What is the penalty to the carrier?
- A-4: Carrier pays locomotive engineer one hour pro-rata in addition to all other earnings.
- Q-5: A post-92 locomotive engineer was held off his/her assignment of preference which was the 3:30 PM switcher. The 3:30 PM switcher was a supervisor only crew. The carrier required this locomotive engineer to protect the 3:10 PM switcher which was a supervisor and one helper crew that worked no overtime. What is the penalty to the carrier?
- A-5: Carrier shall pay locomotive engineer one hour pro-rata in addition to all other earnings. Carrier not required to make payment of the \$37.00 supervisor only arbitrary account post-92 locomotive engineer is not entitled to receive it.

ARTICLE 9 - SENIORITY RIGHTS OF ENGINEERS

(continued)

Q-6: A post-92 locomotive engineer was held off his/her assignment of preference which was the 3:59 PM switcher which worked two hours overtime. The carrier required this locomotive engineer to protect the 7:10 AM switcher which was a supervisor only crew that worked two hours overtime. What is the penalty to the carrier?

A-6: Carrier shall pay the locomotive engineer overtime rate for all service performed since it is the greater amount. No payment of supervisor only arbitrary is required account post-92 locomotive engineer is not entitled to receive it.

Q-7: A locomotive engineer is held off his/her assignment of preference and required to work an engine assignment in another bracket. The locomotive engineers preferred assignment was a supervisor only crew which remained on duty eleven hours and fifty five minutes. The preferred assignment also claimed the forty five minutes of extra overtime arbitrary for not taking second meal period. What is the penalty to the carrier?

A-7: Carrier shall pay the held off locomotive engineer the lost earnings since it is greater than the overtime rate earnings of the engine assignment he was required to protect. Carrier shall also make payment of the supervisor only arbitrary if the locomotive engineer is entitled.

Q-8: A locomotive engineers work preference at board mark-up time is the 3:10 PM for the following day, (laying back from working days tomorrow) and the carrier holds the locomotive engineer from his/her preferred choice of work to work the day shift bracket tomorrow. In this example is the carrier within its right?

A-8: Yes.

Q-9: In the example set out in question 8 above, what is the penalty to the carrier?

A-9: The locomotive engineer is entitled to be paid one and one-half (1½) times the hourly rate of pay or lost earnings of the assignment of preference, whichever is greater, for being held off the 3:10 PM assignment the following day and required to work day shift.

Q-10: What if a locomotive engineer can't work on any particular day as a result of another more senior locomotive engineer being given his/her preference of work?

A-10: Locomotive Engineer is allowed to make up a lost day per Article 2 Section 3B.

Q-11: May carrier deny a locomotive engineer his/her preference of work in the same starting time bracket? (i.e., 3:30 PM to 3:10 PM). (Reference Article 9D, second note)

A-11: Yes.

ARTICLE 9 - SENIORITY RIGHTS OF ENGINEERS

(continued)

Q-12: In the example set out in question eleven above, what is the penalty to the carrier?

A-12: One hour pro rata in addition to all other earnings or earnings lost on assignment of preference whichever is greater.

Q-13: On Saturday the carrier requires a locomotive engineer who's regular work day is Saturday to work a non preferred assignment in another bracket. This entitles the engineer to overtime rate of pay. Another senior locomotive engineer has Saturday as one of his/her rest days. Should the engineer on a Saturday rest day be called for the assignment? Does the engineer on rest days have a claim for that overtime pay if not called?.

A-13: No on both questions. The penalty pay is paid only to the locomotive engineer, on his/her regular work day, who is being held from a preference of work opportunity in another bracket.

Q-14: A locomotive engineer's preference is to work the 11:10 PM engine assignment. A more senior locomotive engineer has already selected the 11:10 PM. The only engine assignment left is the 3:10 PM. The junior engineer is required to protect the 3:10 PM. What is the penalty to the carrier?

A-14: None.

ARTICLE 15 - MANDATORY TRAINING

Q-1: May the Carrier require a Locomotive Engineer to attend training if s/he does not want to go?

A-1: Yes, with one exception, in the event the Locomotive Engineer has the opportunity to work with a Supervisor only crew, then the Locomotive Engineer shall not be denied that option.

Q-2: While assigned to training what is the rate of pay?

A-2: The current applicable hourly rate of pay plus \$1.00 per hour has been agreed to as the "Training Rate of Pay".

Q-3: Does the Locomotive Engineer receive arbitrary allowances?

A-3: No.

Q-4: Does the Locomotive Engineer receive any short crew allowances?

ARTICLE 15 - MANDATORY TRAINING

(continued)

A-4: No.

Q-5: Could the Locomotive Engineer be required to attend training and protect an assignment on the same day?

A-5: Yes, under certain conditions.(Reference Article 15 Section 1A(5).)

ARTICLE 19 - VACATION WITH PAY

Q-1: If an employee wishes to make himself/herself available for extra assignments on his/her regularly assigned rest-days previous to the beginning of the vacation period, shall such employee be permitted to do so?

A-1: Yes. Off-days occurring prior to the vacation period which starts on an assigned workday are not included as a part of the vacation.

Q-2: If an employee's vacation period ends on a Friday and his /her regularly assigned rest days are Saturday and Sunday, would the employee be permitted to report for duty on either of these off-days following vacation?

A-2: No. The rest-days immediately following a vacation period shall be considered as a part of the vacation and in the above case the employee could only report for duty on Monday.

Q-3: Is the Company permitted to work an employee on his/her rest-day following and contingent to his/her vacation period if they so desire?

A-3: The Company could only call such an employee for duty at such times when no other engineers are available on the seniority roster.

ARTICLE 30 - RATES OF PAY

Q-1: I thought the BLE received \$5.00 per day of actual work for certification pay. Why is ours in our basic hourly rate?

A-1: Carrier and organization agreed to resolve the certification pay issue on this property by rolling it into the basic hourly rate. This way it would be received when working at straight time, on overtime at the time and one half rate of pay, on vacation, and on holidays, at all times.

ARTICLE 30 - RATES OF PAY

(continued)

Q-2: (Reference Article 30 paragraph H.) Is a locomotive engineer who has resigned from the TMBL service eligible to receive the 69 cents per hour retroactive pay for service performed between 1-1-96 and 6-30-97 ?

A-2: No.

Q-3: What does "hours worked a reported on CSC-7111" mean ?

A-3: The payroll Civil Service Code for locomotive engineer is 7111. The 69 cent per hour retroactive will only apply when your work code was 7111.

Q-4: Am I allowed additional time after arrival at my off duty point for completion of work, time, accident reports?

A-4: Ordinarily an engineer should complete such reports during his regular tour of duty as time permits. On rare occasion when such reports cannot be completed prior to arrival at the on duty point, s/he will remain on duty a sufficient time to complete them.

ORIGINAL

EXECUTED THIS sixth DAY OF August, 1998.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

Mark Crisson

Don M. Hahs

Mark Crisson
Director of Public Utilities

D. M. Hahs
International Vice President BLE

Dennis H. Dean

M. J. Robertson

D. H. Dean
Superintendent Belt Line Division

M. J. Robertson
General Chairman BLE

Ray Corpuz

Ray Corpuz
City Manager City of Tacoma

Mary Brown

Mary Brown
Acting Human Resources Director City of Tacoma

APPROVED AS TO FORM:

Ch. Asst. Mark Blank
City Attorney

Attest:

Rick Rosenblatt 8/6/98
City Clerk

SUPPLEMENT "A"
SUPPLEMENTAL AGREEMENT

This Agreement is supplemental to the basic contract dated December 31, 1958, made and entered into this ____ day of _____, 1965, by and between the City of Tacoma, for and on behalf of its Department of Public Utilities, Tacoma Municipal Belt Line Division, and the Brotherhood of Locomotive Firemen and Enginemen, on behalf of the employees they represent.

- I. All existing rules covering the use of firemen and/or helpers on other than steam power shall be modified and amended to the extent hereinafter set forth:
 - (a) Effective as of the date of this Agreement, the carrier is relieved of any and all obligations, however established, to hire any person for employment as a fireman and/or helper on locomotives other than steam powered. Concurrent herewith, agreements, rules and practices governing the employment and use of firemen and/or helpers are amended as hereinafter provided to permit the operation of any locomotive other than steam powered without a fireman and/or helper.
 - (b) All engine workers actually holding a seniority date as fireman prior to January 1, 1964 shall retain existing rights and obligations to protect enginemen vacancies, and shall not be placed in a furloughed or inactive status as a result of a reduction in the consist of engine crews as herein provided. However, nothing in this Agreement shall in any way be construed as preventing the carrier from adjusting its work force due to fluctuations in service requirements.
 - (c) Subject to the provisions of Sub-Section (b) hereof, it is understood that the carrier shall not be obligated to fill any extra, temporary or permanent fireman and/or helper vacancies or assignments. However, it is understood that fireman and/or helper assignments shall not be "blanked" during the time any individual covered by Sub-Section (b) is otherwise available to fill such a vacancy.
 - (d) In furtherance of the foregoing, an individual covered by the provisions of Sub-Section (b) hereof shall not be considered "available" to commence a second tour of duty in a 24 hour period as fireman and/or helper if his compensation for such tour of duty would be at other than the straight-time rate.
- II. No locomotive shall be operated in service without a fireman and/or helper unless it is equipped with a safety device known generally as a "dead-man control", "alserter", etc. in good working condition.
- III. Whenever a locomotive is operated without a fireman and/or helper, no other, class of employees or personnel shall be assigned to replace the fireman as such or to perform duties previously delegated to said fireman.
- IV. For each tour of duty, or fraction thereof, worked by an engine crew consisting of only an engineer, said engineer shall be paid, in addition to all other earnings, a special allowance of \$1.50 for each such tour of duty so worked.
- V. No proposals for changes in this Agreement shall be initiated or progressed by either party as long as any employee covered by Sub-Section (b) of Item I hereof is in an active employment relationship. Notwithstanding the foregoing, however, it is understood and agreed that at the termination of the Award of Arbitration Board No. 282, the Brotherhood shall have the option, if it so chooses, of notifying the Company in writing, to accept the agreement then in effect or which may subsequently be reached on a "National basis" as said "National Agreement" relates to the actual manning of

locomotives other than steam power in lieu of those provisions set forth in this Agreement to cover the same subject matter. If the Brotherhood elects this option, provisions of the "National Agreement" as they pertain to this actual manning question shall become effective on the first day of the month next following the expiration of thirty (30) days from the date of carrier's receipt of the Brotherhood's notice. This right of election shall be forfeited by the Brotherhood if not exercised in writing within ninety (90) days of the effective date of the "National Agreement".

- VI. Except as modified by the terms of this Agreement, all agreements, rules interpretations and practices, however established, shall remain in full force and effect.

D. C. Deering, Vice President
Brotherhood of Locomotive
Railway Firemen Enginemen

D. E. Carlson, Superintendent
Tacoma Municipal Belt Line

P. M. Flannigan, General Chairman
Brotherhood of Locomotive Firemen Enginemen
APPROVED AS TO FORM:

C. A. Erdahl Director of Utilities

Irving J. Kelsey, Asst. City Atty.

(REPRODUCED FOR EASE OF READING - ORIGINAL SIGNED SUPPLEMENT "A" IS ALSO ATTACHED)

SUPPLEMENT "A"
SUPPLEMENTAL AGREEMENT

This Agreement is supplemental to the basic contract dated December 31, 1958, made and entered into this 7th day of May, 1965, by and between the City of Tacoma, for and on behalf of its Department of Public Utilities, Tacoma Municipal Belt Line Division, and the Brotherhood of Locomotive Firemen and Enginemen, on behalf of the employees they represent.

- I. All existing rules covering the use of firemen and/or helpers on other than steam power shall be modified and amended to the extent hereinafter set forth:
 - (a) Effective as of the date of this Agreement, the Carrier is relieved of any and all obligations, however established, to hire any person for employment as a fireman and/or helper on locomotives other than steam powered. Concurrent herewith, agreements, rules and practices governing the employment and use of firemen and/or helpers are amended as hereinafter provided to permit the operation of any locomotive other than steam powered without a fireman and/or helper.
 - (b) All enginemen actually holding a seniority date as fireman prior to January 1, 1964 shall retain existing rights and obligations to protect enginemen vacancies, and shall not be placed in a furloughed or inactive status as a result of a reduction in the consist of engine crews as herein provided. However, nothing in this Agreement shall in any way be construed as preventing the Carrier from adjusting its work force due to fluctuations in service requirements.
 - (c) Subject to the provisions of Sub-Section (b) hereof, it is understood that the Carrier shall not be obligated to fill any extra, temporary or permanent fireman and/or helper vacancies or assignments. However, it is understood that fireman and/or helper assignments shall not be "blanked" during the time any individual covered by Sub-Section (b) is otherwise available to fill such a vacancy.
 - (d) In furtherance of the foregoing, an individual covered by the provisions of Sub-Section (b) hereof will not be considered "available" to commence a second tour of duty in a 24 hour period as fireman and/or helper if his compensation for such tour of duty would be at other than the straight-time rate.
- II. No locomotive shall be operated in service without a fireman and/or helper unless it is equipped with a safety device known generally as a "dead-man control", "alserter", etc. in good working condition.

Agreement
 DUBL-BLFAE
 Page 2

- III. Whenever a locomotive is operated without a fireman and/or helper, no other class of employees or personnel shall be assigned to replace the fireman as such or to perform duties previously delegated to said fireman.
- IV. For each tour of duty, or fraction thereof, worked by an engine crew consisting of only an engineer, said engineer shall be paid, in addition to all other earnings, a special allowance of \$1.50 for each such tour of duty so worked.
- V. No proposals for changes in this Agreement will be initiated or progressed by either party as long as any employe covered by Sub-Section (b) of Item I'hercof is in an active employment relationship. Notwithstanding the foregoing, however, it is understood and agreed that at the termination of the Award of Arbitration Board No. 282, the Brotherhood will have the option, if it so elects, of notifying the Company in writing, to accept the agreement then in effect or which may be subsequently reached on a "National basis" as said "National Agreement" relates to the actual manning of locomotives other than steam power in lieu of those provisions set forth in this Agreement to cover the same subject matter. If the Brotherhood elects this option, provisions of the "National Agreement" as they pertain to this actual manning question shall become effective on the first day of the month next following the expiration of thirty (30) days from the date of Carrier's receipt of the Brotherhood's notice. This right of election shall be forfeited by the Brotherhood if not exercised in writing within ninety (90) days of the effective date of the "National Agreement".
- VI. Except as modified by the terms of this Agreement, all agreements, rules interpretations and practices, however established, shall remain in full force and effect.

D. C. Deering
 D. C. Deering, Vice President
 Brotherhood of Locomotive Firemen &
 Enginemen

P. M. Flannigan
 P. M. Flannigan, General Chairman
 Brotherhood of Locomotive Firemen &
 Enginemen

APPROVED AS TO FORM:

Irving J. Kelsey, Asst. City Atty.

D. E. Carlson
 D. E. Carlson, Superintendent
 Tacoma Municipal Belt Line Railway

APPROVED:
C. A. Erdahl
 C. A. Erdahl, Director of Utilities

ORIGINAL

LETTER OF UNDERSTANDING
Between The
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA MUNICIPAL BELTLINE DIVISION
dba TACOMA RAIL
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

THIS AGREEMENT dated this 29TH day of June, 2009 is between the City of Tacoma, Department of Public Utilities, Tacoma Municipal Beltline Division, dba Tacoma Rail, (hereinafter called "Carrier") and the Brotherhood of Locomotive Engineers and Trainmen, (hereinafter called "Union"), for the purpose of setting forth the mutual understanding of the parties regarding the implementation of bid job assignments as it pertains to the new Federal Hours of Service law which substantially affects the process by which jobs are called/scheduled.

WHEREAS the Union is the source of supply for Locomotive Engineers to operate the trains; and

WHEREAS the current Union Agreement does not provide the flexibility necessary to comply with the new hours of service law for daily marking Locomotive Engineers; and

WHEREAS the Carrier and the Union agree that in the spirit of cooperation and mutual benefit, a letter of understanding shall be entered into that allows for ability to create bid assignments consisting of three twelve hour work days, during the pilot period, on a non-referable basis for future negotiations; and

NOW, THEREFORE, in consideration of the concessions herein set forth, it is mutually agreed between the parties to amend and modify the current agreement in the following manner:

ARTICLE 1 – BID ASSIGNMENTS

- A. The three (3) day twelve-hour work week for Locomotive Engineers shall be by bid assignment, outside of the daily markup process. Carrier may establish no more than four twelve-hour bid assignments per calendar day without consent of the Union.
- B. Twelve hours or less shall constitute a day's work.
- C. Carrier agrees that the twelve-hour, three days a week bid assignments shall have four (4) consecutive rest days. However, based upon a specific customer need, the Carrier may request a variance of the four (4) consecutive rest day requirement.
- D. A bid assignment means accepting the working conditions that were contained in the bulletin creating the bid assignment, until such time the employee is reassigned.
- E. The initial bid assignment shall be bulletined for a period of seven (7) days ending at 5:00 p.m. on day seven (7) and awarded at 8:00 a.m. on the 8th day. The bulletin shall include on/off duty location, which shall be the same each day of the assignment, and rest days. The senior locomotive engineer applicant shall be assigned. If no bids are received for the bid assignment, the senior unassigned engineer shall be assigned. Thereafter, bids will be for 72 hours with the award made at the end of that bid period.
 - 1. Known vacancies of one work week or more will be bulletined for 72 hours with the award made a minimum of 24 hours prior to the on duty time of the bid assignment.
 - 2. Temporary vacancies of less than one week will be filled in accordance with Article 5, Section 2- Order of Call To Fill Locomotive Engineer Vacancies; of the current Union Agreement.
 - 3. For the purpose of this Letter of Understanding, the on/off duty point will be the Tideland's Yard Office, Tideland's Division.

- F. The Carrier will make every effort, when possible, to keep bulletined jobs within the starting time brackets. The Union recognizes there may be specific customers who have business needs which may require the Carrier to deviate from the starting time brackets.
- G. This bid assignment will be bulletined to take effect on July 1, 2009, and will remain in effect until October 7, 2009. Future bid assignments for the period after October 7, 2009 will on a quarterly basis.
- H. Locomotive Engineers working a twelve-hour bid assignment will be allowed a second lunch period at ten (10) hours. An engineer who is required to work beyond the above stated meal period and not permitted to utilize the second lunch period within that time frame will be allowed 45 minutes at the punitive rate in addition to all other earnings and will be tied up no later than twelve hours on duty. Engineers working at other than the Tideflats may be required to take lunch at locations other than the Tideflats lunchroom.
- I. Material changes in the conditions of the assignment starting time change in excess of one (1) hour or change of on duty location or change of rest days shall require the assignment to be re-bulletined. The incumbent in such a re-bulletined position may exercise their seniority to any other position they may hold.
- J. Locomotive Engineers holding a bid assignment will not be available to work overtime on his/her rest days if working such overtime causes said employee to not be rested to protect the first day of his/her bid assignment.
- K. Locomotive Engineers holding a bid assignment will be required to protect any holiday(s) that fall on his/her regularly scheduled work day(s). This requirement is waived if the Carrier abolishes the assignment for the holiday(s). Locomotive Engineers required to protect their assignment on holiday(s) will be paid the appropriate overtime rate.

1. A senior Locomotive Engineer not holding the bid assignment shall not be entitled to a time claim for such bid assignment overtime.
 2. Holidays are paid in eight (8) hour increments. If the Carrier abolishes the assignment for the holiday, the Locomotive Engineer will be required to supplement the remaining four (4) hours with vacation to fulfill the twelve (12) hours for the holiday.
- L. When necessary to abolish a bid assignment, the Carrier and the Union agree every attempt will be made to make the abolishment effective no sooner than the end of the scheduled work week of the bid assignment.

ARTICLE 2 – COMPENSATION

- A. Carrier and Union have agreed to implement bid assignments where the Locomotive Engineer will work three (3) twelve-hour shifts for a total of 36 hours per week. Carrier agrees to compensate an additional four (4) hours so Locomotive Engineers shall not be paid less than 40 hours pay for protecting their bid assignment.
- B. Holiday and vacation pay received in lieu of service performed shall be counted as service performed and must equal twelve (12) hours for each day. (Refer to Article 1, paragraph K of this Letter of Understanding for the requirement to protect on a holiday.)
- C. Locomotive 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.
- D. Locomotive 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, vacation (if sick leave is exhausted) or leave without pay during their work week. The Locomotive Engineer may supplement those four (4) hours with vacation pay, if available.

- E. Locomotive Engineers working a bid assignment of 36 hours for 40 hours pay shall be paid time and one half (1 ½) for any additional shifts beyond their regular assignment, without reduction for the four hours short of 40 in a work week. (Refer to Article 1; paragraph J of the Letter of Understanding for maintaining eligibility to protect bid assignment).
- F. Temporary vacancies of less than one week shall be paid at the time and one half (1 ½) rate for all hours beyond eight (8) hours.

ARTICLE 3 – AGREEMENTS

- A. Existing Agreements between Carrier and Union remain in full force and effect except where modified under provisions of this Letter of Understanding.
- B. Carrier and Union agree to review this Letter of Understanding upon expiration of the initial bid period of September 27, 2009 or at the six month mark and begin discussions regarding extending, ending and/or making permanent. Either party may cancel this Letter of Understanding after the first six month mark by providing 15 day written notice.
- C. Carrier and Union agree that concerns or issues raised as a result of this Letter of Understanding will be resolved expeditiously.
- D. Carrier and Union agree that changes may be made to this Letter of Understanding by mutual agreement at any time.
- E. This Letter of Understanding shall remain in effect until changed by mutual agreement.

		Mon	Tue	Wed	Bid Pay	Thur	Friday	Sat	Sun	Total Pay
A	3/12	Bid Job	Bid Job	Bid Job		Day off	Day off	Day off	Day off	
		12 hr st	12 hr st	12 hr st TR 4hr st	40 hrs St					40 hrs st
A.1	3/12	Bid Job	Bid Job	Bid Job		Day off	Day off	Day off	Day off	
Vac Day	3/12	12 hr st	12 hr st Vacation	12 hr st	36 hrs St *					* 36 hrs st
Vac	3/12	12 hr st Vacation	12 hr st Vacation	12 hr st Vacation TR 4hr st	40 hrs St					40 hrs st
Hol No W	3/12	8 hr holiday 4 hr st Vacation	12 hr st	12 hr st TR 4hr st	40 hrs st	Day off	Day off	Day off	Day off	40 hrs st
Hol Work	3/12	8 hr holiday * 12 hr ot	12 hr st	12 hr st TR 4hr st	36 hrs st * 12 hr ot	Day off	Day off	Day off	Day off	* 36 hrs st 12 hrs ot
Sick Day	3/12	12 hr st	12 hr st sick pay	12 hr st	*36 hrs st	Day off	Day off	Day off	Day off	* 36 hrs st
Sick Week	3/12	12 hr st sick	12 hr st sick	12 hr st sick	* 36 hrs st sick	Day off	Day off	Day off	Day off	* 36 hrs st

* Employee may supplement 4 hours vacation to arrive at 40 hours pay. Vacation pay taken when sick leave is exhausted is not considered service performed. Employee is responsible to contact payroll office if choosing to use 40 hours of sick or vacation pay.

EXECUTED THIS 29th

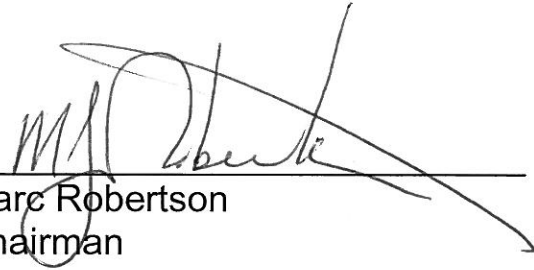
DAY OF June, 2009

CITY OF TACOMA
DEPT. OF PUBLIC UTILITIES
BELT LINE DIVISION
DBA TACOMA RAIL

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
and TRAINMEN



Dale King
Superintendent Tacoma Rail



Marc Robertson
Chairman