2012 – 2018*

AGREEMENT
BY AND BETWEEN
THE
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA RAIL DIVISION
AND
UNITED TRANSPORTATION UNION - YARDMASTERS

*Per the Railway Labor Act, no Section 6 notice can be served prior to July 1, 2017 for an effective date of January 1, 2019
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2012 – 2018
AGREEMENT
Between the
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA RAIL DIVISION
and
UNITED TRANSPORTATION UNION - YARDMASTERS

ARTICLE 1 - GENERAL CONDITIONS AND TERMS

Section 1.1 - STATEMENT OF PURPOSE

This agreement is between the City of Tacoma, Department of Public Utilities, Tacoma Rail, (hereinafter called "Management/Carrier") and the United Transportation Union - Yardmasters, (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, benefits, hours, dispute resolution, and other conditions of employment of Yardmasters represented by the Union. It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, the City charter, and City ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City charter, or City ordinances are paramount and shall prevail.

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

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

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

Section 1.2 - ENACTMENT AND TERMINATION

Section 1.2.1 Enactment and Termination: This Agreement supersedes any and all past practices and previous agreements and/or supplemental Agreements between the City of Tacoma, Department of Public Utilities, Carrier and the Union.
Section 1.2.2 Section 6 Notices: This Agreement is in full and final settlement of Section 6 notices of Management and the Union. The parties to this Agreement shall not serve nor process any notice or proposal for changing the provisions of this agreement until January 1, 2018 to become effective January 1, 2019. This Section shall not bar the Management and the Union from agreeing upon any subject of mutual interest.

Section 1.3 – DEFINITIONS

A. Management/Carrier: City of Tacoma, Department of Utilities, Tacoma Rail.

B. Superintendent: The most senior local management person at Tacoma Rail; his/her designees.

C. Union: United Transportation Union, representing Yardmasters.

D. Vice Local Chairman: The person elected by the membership of the Union to represent the interests of the membership and act for them under this Agreement.

E. Yardmaster: Member of bargaining unit of Union.

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

G. Highest Designated Office: Director of Public Utilities/CEO or designee.

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

I. Work Week: Monday through Sunday, excluding all state and national holidays.

J. Performing Service: Consists of actual service performed in the Civil Service Class of Yardmaster under this Agreement.

K. Service Performed: Vacation, PTO, holiday, floating holiday, incentive, and wellness are considered service performed for the Carrier. Sick leave, PTO unplanned, leave without pay, and rest days taken are not considered service performed for the Carrier.

L. Personal Time Off (PTO) unplanned: Less than 24 hours’ notice.
Section 1.4 - NON-DISCRIMINATION

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

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

Section 1.4.2 Sexual Harassment: It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130. Management and the Union agree to demonstrate by their behavior and to take the necessary actions to prevent sexual harassment from occurring in the workplace environment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

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

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

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

Section 1.5 - SAVINGS CLAUSE

Section 1.5.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force.
and effect. Both parties may agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

**ARTICLE 2 - 12-HOUR WORK SHIFTS**

**Section 2.1 – WORKING CONDITIONS**

**Section 2.1.1** - Impact on Agreement (Article 1, Article 4 and Article 5 are not changed.)

When 12-hour work shifts are in place, all working conditions effecting this Agreement are contained in Article 2 and Article 3. The provisions of the Agreement, specifically Article 6 and Article 7 do not apply.

**Section 2.1.2**

The hours of work shall consist of 12 hour work shifts, with 3 days on and 4 days off, 4 days on and 3 days off; each pay period will consist of 80 straight-time hours, plus 4 hours at the overtime rate of time and one-half.

**Section 2.1.3**

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

Position 1, Day shift - Monday, Tuesday, Wednesday, and Thursday every other week
Position 2, Day shift – Thursday every other week, Friday, Saturday and Sunday
Position 3, Night shift - Monday, Tuesday, Wednesday, and Thursday every other week
Position 4, Night shift - Thursday every other week, Friday, Saturday and Sunday

**Section 2.1.4** A full vacancy is defined as all scheduled work shifts within a work week.

**Section 2.2 - BASIC WORK DAY**

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

**Section 2.2.2 Extra Yardmaster:** An extra Yardmaster will not work more than one shift as a Yardmaster starting within a twenty-four (24) hour period when other extra Yardmasters are available.
Section 2.3 - STARTING TIMES

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

Section 2.4 - UNINTERRUPTED MEAL PERIODS

Section 2.4.1 Any existing agreement provisions requiring that Yardmasters receive an uninterrupted meal period or specified time periods for a meal period are eliminated, and no Yardmaster may process any claim or grievance on the basis of not receiving an uninterrupted meal period.

Section 2.4.2 Any existing agreement provisions or practices that result in additional compensation to Yardmasters for turnover time are eliminated.

Section 2.4.3 The parties hereto recognize that the nature of the position precludes a standard uninterrupted meal period and that a certain period of time is necessary at change of shift to provide a turnover to the relieving Yardmaster.

Section 2.4.4 Yardmasters will be allowed to consume a meal while on duty. When so taken, Yardmasters will arrange to take a meal at a time when so doing will not interfere with the performance of their duties and the efficient operation of the terminal complex or yard.

Section 2.5 – OVERTIME

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

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

Section 2.5.3 Yardmasters may not perform more than one (1) shift within a twenty-four (24) hour period as a result of the exercise of seniority or the exercise of seniority by another Yardmaster as per Section 2.8. No Yardmaster shall work longer than 16 continuous hours.
Section 2.5.4 All service performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1-1/2) rate. The above holidays will be observed on the actual holiday.

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

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

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

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

Section 2.6- REGULAR ASSIGNMENTS - SCOPE

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

Section 2.7 - EXTRA BOARD RULES

Section 2.7.1 An extra board for Yardmasters will be maintained to protect vacancies in Yardmaster class, and when vacancies in Yardmaster class do not exist, men/women assigned thereto will revert to their class of service and be covered by existing contract of that service.

Section 2.7.2 Extra Yardmasters will be required to protect Yardmaster work. If unable to protect a Yardmaster vacancy due to mutually agreed Carrier needs, extra board Yardmaster will be paid at the Yardmaster rate for working in another craft where they hold seniority. Extra Yardmasters may be held from service in other craft to protect a known vacancy, within the 24-hour work day. No claim will be valid as a result of being withheld.
Section 2.7.3 Only a sufficient number of extra men/women will be maintained to meet the service requirements and such men/women are subject to call at any time, unless laying off, except as otherwise provided in this Agreement. Extra Yardmasters will be called two (2) hours, as near as practicable, before time for starting work, if the call can be made by telephone, and if senior extra Yardmaster is not called in turn through no fault of his/her own, he/she shall be paid four (4) hours at the applicable rate of his/her position run-around and if no service performed on that date, through no fault of his/her own, he/she shall be paid eight (8) hours at the applicable rate for his/her position run-around. The two (2) hour call shall, as near as practicable, be considered the minimum time and not the maximum.

Section 2.7.4 Where there is a Yardmaster on the Yardmaster extra board available for work at the straight time rate, such Yardmaster shall be called before calling a Yardmaster in the Yardmaster craft at the overtime rate. Extra board Yardmasters shall be called in seniority order for any Yardmaster vacancy that results in four (4) hours or less of total overtime pay at the Yardmaster rate for that pay period. Prior to filling vacancies that would result in more than four (4) hours of overtime per pay period for an extra board Yardmaster the following order of call shall be made as follows:
1. The next unassigned available extra board Yardmaster will be assigned;
2. Yardmasters shall be called in seniority order at the overtime rate of pay.

Section 2.7.5 Extra Yardmasters must, in seniority order, elevate to a regular Yardmaster position vacancy of three (3) days or longer, and accept the working conditions of the Yardmaster Agreement.

Extra Yardmasters must observe Federal Hours of Service Act in co-mingled service.

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

Note: This is intended to answer concerns regarding a combination of starts in different class of service such as four (4) Switch Operators and one (1) Yardmaster as the five (5) starts allowed a Switch Operator. The extra board Yardmaster may have only three (3) starts as such to complete his/her work week.

This is not intended to infringe on any other Agreement.

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

Section 2.8 - BULLETINS AND BIDS

Section 2.8.1 Effective Monday of the first pay period in January, April, July and October, each Yardmaster shall exercise their seniority to Positions 1 through 4.
A. Yardmasters eligible to fill a vacancy shall be notified in seniority order by phone or in person. Regular Yardmasters may not vacate their assigned position for less than a full week’s vacancy.

B. Regular and extra board Yardmasters shall make phone numbers available to the Carrier.

C. Vacancies shall be filled by calling the next senior available and rested extra board Yardmaster at the straight time rate.

D. Yardmasters who are on vacation or PTO are required to return to their assigned position at the end of their approved time off.

E. Yardmasters who are returning from sick leave or unplanned PTO shall report their availability twelve (12) hours in advance of their next regularly scheduled shift.

Section 2.8.2 The senior unassigned Yardmaster, next in line for a regular job, shall be assigned.

Section 2.8.3 A Yardmaster seniority roster will be posted on the bulletin board annually and when changes occur. The Union Vice Local Chairman will be furnished a copy of all seniority rosters. The Union Vice Local Chairman will be furnished a copy of all correspondence or other changes affecting Yardmaster’s working conditions.

Section 2.8.4 When a regular assignment is to be annulled or abolished for less than a full vacancy, the Yardmaster filling the assignment shall be given not less than twenty-four (24) hours advance notice.

Section 2.8.5 When a regular assignment is to be annulled or abolished for a full vacancy or more, Yardmasters will be given not less than twenty-four (24) hours’ notice of change in working conditions, as will enable them to exercise their seniority rights.

**Section 2.9 - INCIDENTAL WORK**

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

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

B. Complete track activity reports.

C. Complete Yardmaster-in-training performance appraisals.

D. Responsible for control of train movement through Bullfrog Junction.

E. Secure General Track Bulletins (GTB) or Track Warrants for crews.

F. Respond to emergencies such as derailments, injury or accidents when the Trainmaster is not present.

G. Complete Unable to Switch reports.

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

I. Additional duties as negotiated.

Section 2.10 - SENIORITY RIGHTS

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

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

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

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

Section 2.10.5 In the event it becomes necessary to reduce the Yardmasters' working list, it shall be done in reverse order of seniority. Yardmasters taken off service under this rule shall be returned to the service in the order of their seniority when their services are required.

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

Section 2.11 - PROBATIONARY PERIOD

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

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

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

Section 2.12 - TRAINING

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

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

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

Section 2.12.3 Access: The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of the Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities. Voluntary training is on Yardmaster's own time and is reimbursable consistent with Personnel Management Policy 800.

Section 2.12.4 Posting: Training notices shall be posted in areas accessible to represented Yardmasters.
Section 2.13 - RULES REVIEW

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

Section 2.13.2 A Yardmaster previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

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

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

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

Section 2.14 - LEAVING CITY SERVICE - RE-EMPLOYMENT

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

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

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

Section 2.14.4 A Yardmaster separated from the City service due to death or retirement for disability or length of service under Railroad Retirement pension shall be compensated to the extent of twenty-five (25) percent of his/her sick leave accruals. A regular or appointive Yardmaster separated in good standing from the City service for any other reason than death or retirement shall be compensated to the extent of ten (10) percent of his/her sick leave accruals up to a maximum accrual of 120 days.
ARTICLE 3 - ENUMERATION OF BENEFITS (12 HOUR WORK SHIFTS)

Section 3.1 - SUPPLEMENTAL SICKNESS AND BEREAVEMENT BENEFIT PLAN

Section 3.1.1 Each regular full-time, probationary, or permanent extra Yardmaster shall accrue sick leave of 3.69 hours for each bi-weekly pay period in which they have any regular time for which regular pay will be received. Eligible Yardmasters who are on a leave of absence for active duty training or for inductive purpose shall accrue sick leave. Sick leave shall be credited to a Yardmaster's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned. There shall be no limit on sick leave accruals.

Section 3.1.2 Sickness benefits paid under this Article 3 shall be equal to one hundred (100) percent of the Yardmaster's regular basic daily rate; provided that if the Yardmaster has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that Yardmaster has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.

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

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

Section 3.1.5 Sick leave may be used to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. 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.

Section 3.1.6 A Yardmaster separated from the City service due to death or retirement for disability or length of service under Railroad Retirement pension shall be compensated to the extent of twenty-five (25) percent of his/her sick leave accruals. A regular or appointive Yardmaster separated in good standing from the City service for any other reason than death or retirement shall be compensated to the extent of ten (10) percent of his/her sick leave accruals up to a maximum accrual of 120 days.
Section 3.2 - MEDICAL COVERAGE

Section 3.2.1 It is agreed that Yardmasters covered under this Agreement shall be provided medical coverage in the same manner as other City employees, including the employee contribution to the premium of $40 per month for single employees and $80 per month for family coverage.

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

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

Section 3.4 - DENTAL PLAN

Section 3.4.1 City of Tacoma Dental Plan: It is agreed that the dental plan in effect for City of Tacoma Yardmasters shall be provided to Yardmasters represented by the UTU/Yardmasters and their eligible dependents, with the City paying the same amount for said Yardmasters as for all other City of Tacoma employees.

Section 3.5 - VACATION WITH PAY

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

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrued Hours Per Pay Period</th>
<th>Days of Vacation Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>3.69</td>
<td>12</td>
</tr>
<tr>
<td>4 - 7</td>
<td>4.60</td>
<td>15</td>
</tr>
<tr>
<td>8 - 13</td>
<td>5.22</td>
<td>17</td>
</tr>
<tr>
<td>14 - 18</td>
<td>6.14</td>
<td>20</td>
</tr>
<tr>
<td>19</td>
<td>6.45</td>
<td>21</td>
</tr>
<tr>
<td>20</td>
<td>6.76</td>
<td>22</td>
</tr>
<tr>
<td>21</td>
<td>7.07</td>
<td>23</td>
</tr>
<tr>
<td>22</td>
<td>7.38</td>
<td>24</td>
</tr>
<tr>
<td>23</td>
<td>7.69</td>
<td>25</td>
</tr>
<tr>
<td>24</td>
<td>8.00</td>
<td>26</td>
</tr>
</tbody>
</table>
25 8.31 27
26 8.62 28
27 8.93 29
28 or over 9.24 30

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the Yardmaster performs service or is ill or on vacation the entire bi-weekly pay period. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service will be completed.

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

Section 3.5.4 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned.

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

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

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

Section 3.6 – PERSONAL TIME OFF PLAN (PTO)

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

The open enrollment period is defined as October 1st through October 31st of each calendar year.

All Yardmasters, and extra board Yardmasters who have completed Yardmaster training as of December 31, 2008, may elect to convert to PTO during the open enrollment periods as identified herein.

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

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

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

**Section 3.6.3** Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

**Section 3.6.4** No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his/her appointment.

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

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

B. Unplanned Use of Personal Time Off. Personal Time Off may be used without prior approval for employee or family emergencies. If an advance written request is not possible, the employee shall notify his/her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his/her department head informed of his/her condition on a daily basis or if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which interferes with job performance or City operations may subject the employee to corrective action.
(a) An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) but who has used less than 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, request a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.

(b) An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, request a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.

(c) For any request submitted pursuant to subsections (a) or (b) above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid to employees shall be paid into the Employee Benefit Trust Fund.

Section 3.6.6 Maximum accrual of Personal Time Off
A. Each employee may accrue a maximum of 960 hours of Personal Time Off. If the appointing authority, or his/her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed, the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.

Section 3.6.7 Compensation upon separation from City service
A. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he/she was working in on the date of separation.

B. Upon the death of an employee the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he/she was working in on the date of death.

Section 3.6.8 Conversion of accruals
A. Employees converting to the Personal Time Off plan who currently have vacation accruals will have those accruals converted to Personal Time Off on an hour for hour basis (1:1).

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

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

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

d. Cash Out of Sick Leave Bank.

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

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

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

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

Section 3.7 – HOLIDAYS

Section 3.7.1 Holidays shall be as provided in Section 1.12.210 of the Official Code of the City of Tacoma. This Section will provide in part as follows:

A. All regular, probationary or extra Yardmasters shall be paid for the following holidays as specified in this subsection: New Year's Day (January 1), Memorial Day (last Monday in May), Fourth of July, Labor Day (1st Monday in September), Thanksgiving Day (fourth Thursday of November), Christmas Day (December 25).

The above holidays will be observed on the actual day of the holiday.
In addition to the above holidays, Yardmasters will be entitled to two floating paid holidays per calendar year; to be mutually agreed to by both Yardmaster and Management. A Yardmaster shall be allowed to take his/her birthday as one floating holiday, provided the Superintendent receives the request in writing ten (10) days prior the birthday. To be eligible for this holiday, Yardmasters must have been or are scheduled to be continuously employed by the City for more four (4) months as a regular, probationary or appointive full-time Yardmaster during the calendar year of entitlement.

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

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

Section 3.7.3 All regularly assigned Yardmasters shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to extra board, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the Yardmaster's rate of pay is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday day. If a Yardmaster works on the holiday, the class in which he/she is working will determine the rate of holiday pay.

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

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

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

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

Section 3.7.5. The number of hours paid to an extra board Yardmaster for holiday pay shall be determined by the agreement they are subject to under their permanent classification. A full time switchman will receive eight (8) hours of holiday pay, and a full time yard clerk will receive twelve (12) hours of holiday pay.
Section 3.7.6 When one (1) or more designated holidays fall during the vacation period of an assigned or extra Yardmaster, the qualifying days shall be the day immediately preceding the holiday. In addition, the Yardmaster may choose to receive holiday pay and/or vacation time that includes the same day.

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

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

Section 3.8 - LEAVE OF ABSENCE

Section 3.8.1 Request and Approval for Leave of Absence: Leave of absence for railway Yardmasters may be granted by the Superintendent for an aggregate of not to exceed thirty (30) working days in any calendar year upon the oral request of the Yardmaster for such reason as the Superintendent may deem sufficient and whenever extra or relief Yardmasters are available. Such leaves of absence shall be promptly reported to the Director of Human Resources and in the manner prescribed by him/her. A railway Yardmaster granted a leave of absence for thirty (30) days or more may return to his/her position prior to the expiration of such leave upon application to the Superintendent of Tacoma Rail and the remainder of such leave of absence shall thereupon be canceled.

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

Section 3.9 - JURY DUTY

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

Section 3.9.2 For each hour of such leave taken, the Yardmaster will be compensated by the Carrier for actual time lost with a maximum of a basic day's pay in an amount equal to his/her straight time rate for his/her position for each day lost less the amount allowed him/her for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualifications:
A. A Yardmaster who reports for jury duty and then is subsequently excused by said Court, affording the Yardmaster an opportunity to return to work or be available for another assignment, shall immediately contact the Carrier and stand ready to report for work as requested.

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

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

Section 3.10 - COURT APPEARANCES

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

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

Section 3.11 - SHOE ALLOWANCE

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

ARTICLE 4 - COMPENSATION

Section 4.1 - GENERAL WAGE INCREASE

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

Effective January 1, 2014, the Yardmaster base wage shall be $42.82 per hour.
Effective January 1, 2015, the Yardmaster base wage shall be $44.07 per hour.
Effective January 1, 2016, the Yardmaster base wage shall be $45.32 per hour.
Effective January 1, 2017, the Yardmaster base wage shall be $46.57 per hour.
Effective January 1, 2018, the Yardmaster base wage shall be $47.82 per hour.

Effective July 1, 2017 the parties will meet to negotiate wage rates to become effective January 1, 2019. In the event an agreement is not reached by January 1, 2019 all wages shall be retroactive to January 1, 2019, the basic daily rate of pay for Yardmaster shall be increased by an amount equal to 100% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Seattle, Tacoma, Bremerton, measured from June of 2017 to June of 2018, with a minimum increase of two (2) percent and a maximum of four (4) percent.

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

Section 4.1.3 Effective April 1, 1981 and continuing for the duration of this agreement, the standard basic hourly rate of pay for yardmasters shall not be less than computed at 113% of the standard basic hourly rate of pay in effect for the class of Railway Switching Supervisor. (CSC 71060).

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

Section 4.1.5 The City will match the deferred compensation contribution of Tacoma Rail Yardmasters and Tacoma Rail Extra Board Yardmasters covered by the Federal Railroad Retirement Act according to the following conditions:

1. The financial performance of Tacoma Rail in the base year 2013 will be used for determining matching compensation contributions by the City to the Yardmaster and Extra Board Yardmaster 457(b) contributions in 2014.

2. If Tacoma Rail posts a negative net income for the year 2013 a maximum matching contribution of two (2) percent of the base salary of Yardmasters and Extra Board Yardmasters will be made; and, provided further, that all contributions are subject to the limitations of the IRC maximum contribution requirements for Section 457 plans.

3. If Tacoma Rail posts a positive net income for the year 2013 a maximum matching contribution of three (3) percent of the base salary of Yardmasters and Extra Board Yardmasters will be made; and, provided further, that all contributions are subject to the limitations of the IRC maximum contribution requirements for Section 457 plans.

4. For each subsequent year of the current collective bargaining agreement the prior year’s financial performance of Tacoma Rail will be used to determine the City matching 457(b) contribution as outlined in Items 2 and 3 above. (e.g. 2014 performance determines 2015 matching amount).
Section 4.2 - LONGEVITY PAY

Section 4.2.1 Eligible Yardmasters 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 to a Yardmaster at the first of the calendar year in which any of the above stipulated periods of aggregate service shall be completed. Longevity pay shall not be considered part of the basic daily pay rate.

Section 4.3 - NEGOTIATING ALLOWANCE

Section 4.3.1 Negotiating Allowance: The City shall pay for one (1) local Yardmaster serving as the UTU-Yardmaster (on the Union negotiating committee), the regular basic daily rate of pay for each regular service performed day spent in formal negotiations between Management and the Union, with a maximum of ten (10) meetings.

Section 4.4 - UNION MEMBERSHIP AND DUES

Section 4.4.1 Conditions of Employment: It shall be a condition of employment that all Yardmasters of the employer 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 Yardmasters 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.

Section 4.4.2 Alternate Provision: In lieu of membership in the Union, a Yardmaster may pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement. Provided, that objections to joining the Union which are based on either bona fide religious tenets or teachings of a church or religious body of which such Yardmaster is a member, will be observed.

Any such Yardmaster 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 Yardmaster and the bargaining representative to whom the union dues and initiation fees would have been paid. The agreed upon charity must have offices in Pierce County, and payments must be made at the Pierce County office. Verification of payment must be provided by Yardmaster to the Union. In the event the Yardmaster and bargaining representative do not reach agreement on such matter, it will be resolved under the provisions of the Railway Labor Act, as amended.
**Section 4.4.3 Dues Deduction:** The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The City shall not be required to make any deductions from employee's paycheck except as authorized by the employee or by law. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

**Section 4.4.4 Termination of Membership:** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of a Yardmaster 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 4.4.5 Termination of Employment for non-payment:** The Union agrees that the City shall not terminate the employment of any Yardmaster under the security clause provision of this Agreement until written notification is received from the Union that a Yardmaster has failed to pay the required dues or service charge or provide proof of an alternative based on religious tenets as provided herein above.

**Section 4.5 – YARDMASTER INFORMATION**

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

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

**ARTICLE 5 - DISPUTE RESOLUTION**

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

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

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

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

**Section 5.1.4 Second Step Resolution – Filing Claim:** If the process in Sections 5.1.2 and 5.1.3 do not result in resolution, then the General Chairman or Yardmaster may make a written request for review by the Superintendent. The request must be made within thirty (30) calendar days of the original incident. The written request must contain a complete description of the claim, cite the pertinent area(s) of Section 5.1 that apply, and describe the remedy requested of Management. Pending resolution, the original time slip shall be processed using Management interpretation of Section 5.1.

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

**Section 5.1.5 Delivery:** Requests for review per Section 5.1.4 shall be delivered to the administrative offices of Tacoma Rail during regular business hours. Delivery of responses per Section 5.1.6 shall be made in person to the General Chairman, the Vice Chairman or the Secretary of the Union.

**Section 5.1.6 Response to Claim:** Within thirty (30) calendar days of the receipt of the formal claim, the Superintendent may settle the claim in conference with the General Chairman, or may respond to the claim in writing. Failure to respond in writing within thirty (30) calendar days shall result in the claim or grievance considered valid and the remedy requested in the claim Section 5.1.4 shall be carried out by Management. Claims made valid by failure to respond shall not be construed as a precedent or waiver of Management rights relating to similar claims or grievances.

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

**Section 5.1.8 Appeal of Claim:** If the claim has not been satisfactorily resolved in the above, the General Chairman and the Union may avail themselves of the procedures described in the LA. Use of LA processes must commence within three (3) months of the date of written response to claim, or upon the effective date of a failure to respond determination, as provided in Subsection 5.1.6 above. Further, the Parties acknowledge the use of the LA process to be the exclusive remedy for the claim, if elected by the Yardmaster. Such an election serves as a waiver of any other remedy available through ordinance, statute, litigation, or otherwise.
Section 5.1.9 Pay During Process: Any meetings or discussion at any of the steps shall not be in pay status for Yardmasters or the General Chairman unless specifically approved by Management.

Section 5.2 - DISCIPLINE RULES AND PROCEDURE

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

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

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

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

A. Management shall:

1. Deliver the notice in person to the Yardmaster or by certified mail, return receipt requested.

2. Provide a copy of the notice to the General Chairman or designee, and Vice Local Chairman.

3. Deliver the notice within seven (7) week days of the date of the alleged occurrence or within seven (7) week days of knowledge of the alleged occurrence.

4. State the nature of the alleged occurrence and include date, time and location of alleged occurrence.

5. Specify the date, time and location of the formal hearing. Such time to be no less than five (5) week days nor more than twelve (12) week days from date of delivery of the notice.
6. Provide the names of any known witnesses to be called by Management.

7. No less than forty-eight (48) hours in advance of the hearing, the Carrier and the individual identified as the accused employee’s representative will exchange all records, documents, locomotive recorded tapes, etc., as well as any other items to be used as exhibits at the investigation, to allow both parties to prepare for the hearing.

B. **The Yardmaster shall:**

1. Acknowledge receipt of the notice by signing the original and returning to Management.

2. Give Management a list of witnesses to be called for the Yardmaster who have relevant information.

3. Appear at the time specified in the notice or as arranged subject to Section 5.2.4.

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

**Section 5.2.5 Superintendent’s Conference:** Up to twenty-four (24) hours prior to a formal hearing, a Yardmaster may request a Superintendent’s Conference. The purpose of a Superintendent’s Conference is for the Yardmaster to accept responsibility for the incident and work cooperatively with the Superintendent on a joint plan of prevention, restitution, discipline or other actions that may be appropriate. The conference shall be held under the following guidelines:

A. Neither the Yardmaster nor the Superintendent are required to conference.

B. No witnesses shall be involved.

C. If agreement is reached on disposition of the charges a letter of resolution shall be prepared by Management and signed by the Yardmaster.

D. The Yardmaster agrees to implement the actions required in the letter of resolution.

E. The disposition of an incident in conference does not establish precedent.

F. The Yardmaster waives the right to appeal.

G. No minutes or other record of any conference discussions shall be made other than the letter of resolution, if any.

H. If agreement is not reached, no reference to any conference discussion shall be made in the formal hearing.
Section 5.2.6 Conduct of Formal Hearing: Formal hearings shall be conducted under the following guidelines:

A. The purpose of the formal hearing is to introduce and clarify the known facts of the alleged incident.

B. The hearing shall be chaired by the Superintendent or Management designee.

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

D. The Yardmaster may be represented by the General Chairman or other UTU member of the Yardmaster’s choice.

E. Management may be represented by the Superintendent or designee. A designee may be any person deemed qualified by Management to conduct the hearing.

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

G. A Yardmaster’s prior discipline record shall not be referred to in the hearing.

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

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

J. The Yardmaster or Yardmaster’s representative may make a record of the proceedings for their own use.

Section 5.2.7 Discipline Decision: Discipline shall be based on the facts as developed in the hearing and the prior record of the Yardmaster. Within twelve (12) week days of the completion of the formal hearing the Superintendent shall notify the Yardmaster of any disciplinary action to be taken. Such notification shall be by letter delivered in person. Copies of this notification and transcript of the hearing shall be provided to the General Chairman and the Yardmaster.

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

Section 5.2.8 Compensation for Attending Formal Hearings: A Yardmaster required to attend as such by Section 5.2.3 or as a witness will be paid as such for time in the hearing with a minimum of two (2) hours except if the hearing is contiguous with a work shift (plus or minus one hour) the additional Yardmaster time added to the work shift and paid at the overtime rate appropriate to the shift work. If the hearing is not in Tacoma Rail or City offices, Yardmasters will be reimbursed for actual, reasonable and necessary expenses. Witnesses called by the Yardmaster or Yardmaster representative (Section 5.2.6 D and F) shall be on their own time.
**Section 5.2.9 Appeals:** If the resulting discipline is discharge or suspension for more than a calendar month, the discipline shall automatically be reviewed by the City Human Resources Director. Such review can only sustain or decrease the discipline. The Yardmaster affected shall be given a written notice of the review within thirty (30) calendar days of the original notification of discipline.

At any time following the delivery of the original notification of discipline, the General Chairman and the Union may avail themselves of the processes described in the RLA. Use of RLA processes must commence within three (3) months from the last notification of discipline (Section 5.2.7). Exceptions to this three (3) month limit may be made by mutual written agreement.

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

**Section 5.3 - YARDMASTERS’ COMMITTEE OF ADJUSTMENT**

Subject to the provisions of the Railway Labor Act, the right of the General Committee of the United Transportation Union - Yardmasters to represent Yardmasters coming within the scope of this Agreement is conceded and all matters relating to the application of this Agreement shall be handled in accordance with the interpretation of this Agreement, as agreed upon by the Management and the General committee of the United Transportation Union - Yardmasters.
EXECUTED THIS 20th DAY OF August, 2013.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

Director of Utilities

City Manager

Human Resources Director

Deputy Director / Tacoma Rail Superintendent

Finance Director

APPROVED AS TO FORM:

Cheryl Comer
City Attorney

Attest:

Dona Goodman 8-20-2013
City Clerk

UNITED TRANSPORTATION UNION
YARDMASTERS

General Chairman
U.T.U. YM GO-341
Local 1977

Vice Local Chairman / Local 1977

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Addendum A

The Addendum has been saved as a template in the event the Yardmaster work schedule returns to 8 hour shifts. The language in this Addendum A has not been updated and is solely for the purpose of a starting point if these working conditions became effective.

ARTICLE 6 - 8-HOUR WORKING CONDITIONS

Section 6.1 - BASIC WORK DAY

Section 6.1.1 Eight consecutive hours or less shall constitute a day’s work.

Section 6.1.2 Extra Yardmaster: An extra Yardmaster will not work more than one shift as a Yardmaster starting within a twenty-four (24) hour period when other extra Yardmasters are available.

Section 6.2 - FIVE-DAY WORK WEEK

Section 6.2.1 Except as otherwise provided in this Agreement the work week may, by mutual agreement, 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 6.2.2 Two (2) relief days off in seven (7) will be allowed for each regularly assigned Yardmaster’s position. Relief days shall be the same days each week and shall be consecutive to the fullest possible extent.

Section 6.3 - STARTING TIMES

Section 6.3.1 Regular assignments shall have a fixed starting time, and the starting time will not be changed without at least twelve (12) hours advance notice. No regular assignment will have a starting time between 12:01 a.m. and 6:00 a.m. except that a starting time between these hours may be established by agreement between the Management and the General Chairman. This Section 6.3.1 will not apply to relief positions, the starting time of which will be those of the positions relieved.

Section 6.4 - UNINTERRUPTED MEAL PERIODS AND TURNOVER TIME

Section 6.4.1 Any existing agreement provisions requiring that Yardmasters receive an uninterrupted meal period or specified time periods for a meal period are eliminated, and no Yardmaster may process any claim or grievance on the basis of not receiving an uninterrupted meal period.
Section 6.4.2 Any existing agreement provisions or practices that result in additional compensation to Yardmasters for turnover time are eliminated.

Section 6.4.3 The parties hereto recognize that the nature of the position precludes a standard uninterrupted meal period and that a certain period of time is necessary at change of shift to provide a turnover to the relieving Yardmaster.

Section 6.4.4 Yardmasters may be allowed to consume a meal while on duty. When so taken, Yardmasters will arrange to take a meal at a time when so doing will not interfere with the performance of their duties and the efficient operation of the terminal complex or yard.

Section 6.5 - OVERTIME

Section 6.5.1 Service performed continuously in excess of eight (8) hours in any twenty-four (24) hour period, exclusive of the time required to make transfers or except as otherwise provided in this Agreement, will be considered overtime and will be paid for at the rate of time and one-half (1-1/2) on the minute basis (to the nearest 1/10 of an hour).

Section 6.5.2 Yardmasters who perform service more than one (1) shift within a twenty-four (24) hour period as a result of the exercise of seniority or the exercise of seniority by another Yardmaster as per Section 6.8, will not be paid at time and one-half rate for service performed in excess of eight (8) hours where such excess is worked on more than one shift.

Section 6.5.3 All service performed on the following holidays to wit: New Year's Day, Martin Luther King's Birthday (or second floating holiday), Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Christmas Eve Day, Christmas Day and one additional holiday mutually agreed to by both the employer and the Yardmaster, (To be eligible for this holiday, Yardmasters must have been or are scheduled to be continuously employed by the City for more than four months as a regular or probationary full-time Yardmaster during the calendar year of entitlement.) shall be paid at the time and one-half (1-1/2) rate. The above holidays will be observed on the day of observance of connecting carrier railroads.

Section 6.5.4 Yardmasters performing service as such more than five (5) straight time shifts in a workweek shall be paid one and one-half (1-1/2) times the basic straight time rate for such excess work.

Section 6.5.5 All service performed by extra Yardmasters in operating class of service will be used in computing forty (40) hour work week. All service performed in excess of forty (40) hours will be considered overtime and paid at the time and one-half (1-1/2) basis (all service performed in excess of eight (8) consecutive hours will be considered overtime and paid at the time and one-half (1-1/2) basis). Sick Pay, LWOP (Leave without Pay) and Rest Days are not service performed days. Holiday pay or vacation pay paid in lieu of working to a Yardmaster with assigned rest days will count as service performed day.
Section 6.6 - REGULAR ASSIGNMENTS - SCOPE

Section 6.6.1 The duties and responsibilities of a Yardmaster include planning, supervision over clerical and operating train crews directly engaged in the switching, blocking, classifying, and handling of cars and trains, and duties directly related such as customer interaction, contact and interface with connecting carrier representatives and are subject to direction by higher authority.

Section 6.7 - EXTRA BOARD RULES

Section 6.7.1 An extra board for Yardmasters will be maintained to protect vacancies in Yardmaster class, and when vacancies in Yardmaster class do not exist, men/women assigned thereto will revert to their class of service and be covered by existing contract of that service.

Section 6.7.2 Extra Yardmasters will be required to protect Yardmaster work or forfeit Yardmaster seniority. Extra Yardmasters may be held from service in other craft to protect a known vacancy.

Section 6.7.3 Only a sufficient number of extra men/women will be maintained to meet the service requirements and such men/women are subject to call at any time, unless laying off, except as otherwise provided in this Agreement. Extra Yardmasters will be called two (2) hours, as near as practicable, before time for starting work, if the call can be made by telephone, and if senior extra Yardmaster is not called in turn through no fault of his/her own, he/she shall be paid four (4) hours at the applicable rate of his/her position run-around and if no service performed on that date, through no fault of his/her own, he/she shall be paid eight (8) hours at the applicable rate for his/her position run-around. The two (2) hour call shall, as near as practicable, be considered the minimum time and not the maximum.

Section 6.7.4 Where there is a Yardmaster on the Yardmaster extra board available for work at the pro rata rate, such Yardmaster shall be called before calling a Yardmaster in the Yardmaster craft at the overtime rate.

Section 6.8 - BULLETINS AND BIDS

Section 6.8.1 A Crew Board shall be kept in Yardmaster’s on-duty place and, at 08:00 a.m. each day, assignments shall be marked up for the twenty-four (24) hour period ending at 08:00 a.m. the following day. Regularly assigned Yardmasters and/or extra Yardmasters are to exercise their seniority by 08:00 a.m.

Yardmasters who are on a leave of absence shall, when resuming service, report in advance of the 08:00 a.m. time set for marking up assignments.

Clarification: Leave of absence is interpreted to mean vacation, sickness, leave without pay, as well as actual leaves of absence as granted under Section 7.8 of this Agreement.
A. All known vacancies shall be filled by 08:00 a.m.

B. Regularly assigned Yardmasters can make requests for change by phone or in writing in mark-up book prior to 08:00 a.m.

C. Extra board, or not marked up regularly assigned Yardmasters, shall make phone numbers other than listed, known by writing in mark-up book.

D. On Friday, Board mark-up shall be for all assignments known for Saturday and Sunday. Carrier is not prevented from calling the Board seven (7) days per week.

E. Vacancies occurring after 08:00 a.m. but before next mark-up, shall be filled by calling the next senior available at pro rata and rested extra Yardmaster.

Section 6.8.2 All new or vacant jobs for regular Yardmasters shall be bulletined for twenty-four (24) hours. The senior unassigned Yardmaster, next in line for a regular job, shall be assigned. A vacant job is defined by a five (5) consecutive work day minimum absence.

Section 6.8.3 A bulletin will be posted on the bulletin boards when changes occur and the Union Chairman will be furnished a copy. The bulletin will show any change in the Yardmaster's seniority rosters such as; the names of any Yardmasters added or removed and the reason, i.e.: dismissal, reinstatement, resignation or suspension; the names of any Yardmasters on leave of absence and the length thereof; the names of any Yardmasters off duty account being placed on layoff register and date laid off. The dates on which any of the above changes are effective will be shown on the bulletin. Union Chairman will be furnished a copy of all correspondence or other changes affecting Yardmaster's working conditions.

Section 6.8.4 On vacancies occurring subsequent to board mark-up time, they shall be filled by calling the senior qualified extra Yardmaster who has not already worked on that calendar day.

Clarification: Extra Yardmasters marked up in other craft and not yet on duty shall be called if there is enough time remaining so that both the Yardmaster position and the position vacated by the extra Yardmaster can be filled and both positions start work on time. If the above cannot be accomplished, it may be necessary to use a junior qualified extra Yardmaster to fill the vacancy. If the above still cannot be accomplished, the senior Yardmaster that is available for straight time shall be called providing that he/she has not already started his/her shift in other class of service.

Section 6.8.5 When a regular assignment is to be annulled or abolished, the Yardmaster filling the assignment shall be given not less than twenty-four (24) hours advance notice.

Section 6.9 - INCIDENTAL WORK

Section 6.9.1 Yardmaster's duties are contained in Civil Service Class specification 7115 and are considered a minimum of duties performed.
In consideration of the productivity commitments and higher than industry wage standards, Tacoma Rail Yardmasters perform additional duties as previously agreed to and agree to continue to perform those duties as listed below:

A. Conduct pre-shift Safety briefings.
B. Transport crews as required.
C. Complete trainee Yardmaster performance appraisals.
D. Assist customers by securing rail equipment from connecting carriers.
E. Crew calling when requested.
F. Respond to emergencies such as derailments, injury or accidents which should include preliminary investigation/written reports/photos as required.
G. Shift Supervisor responsibilities.
H. Complete Switch Operator/ Switch Supervisor appraisals.
I. Additional duties as negotiated.

Section 6.10 - SENIORITY RIGHTS

Section 6.10.1 Seniority Rights: A Yardmaster shall establish seniority and begin probation effective the first shift after completion of the training program within the classification. A Tacoma Rail employee may be granted status as a Yardmaster without Civil Service Board approval upon satisfying the appropriate requirements and being appointed by the hiring authority.

Section 6.10.2 Assigned Yardmasters will not be permitted to exercise their seniority to enable them to perform service more than one (1) shift in a board mark 24-hour period when other Yardmasters are available, except when displaced by senior Yardmasters or assignments discontinued.

Section 6.10.3 Yardmasters will be given not less than 24 hours’ of change in working conditions as will enable them to exercise their seniority rights.

Section 6.10.4 When an assigned Yardmaster is displaced, the Yardmaster may displace any junior assigned Yardmaster.

Section 6.10.5 In the event it becomes necessary to reduce the Yardmasters' working list, it shall be done in reverse order of seniority. Yardmasters taken off service under this rule shall be returned to the service in the order of their seniority when their services are required, provided they have not lost their eligibility by a separation from the service for over two (2) years.
Section 6.10.6 The Management will post a seniority list of Yardmasters by the end of January of each year showing such seniority as established in accordance with the foregoing provisions of this Section. A Yardmaster desiring to protest rating or the absence of rating must do so within sixty (60) days from date list is posted, otherwise the protest will not be considered.

Section 6.11 - PROBATIONARY PERIOD

Section 6.11.1 Period of Probation: The probationary period Yardmasters shall be 125 service performed days.

Section 6.11.2 Period of Evaluation: The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the Yardmaster's work, for securing the most effective adjustment of the Yardmaster to his/her position, and for terminating any Yardmaster whose performance or adjustment is unsatisfactory.

Section 6.11.3 Reinstatement on List: At any time during the probationary period the Superintendent may remove, demote or terminate a Yardmaster whose performance is not satisfactory, provided he/she shall notify the Yardmaster and the Director of Human Resources of the reason for the action. The Director of Human Resources, on the basis of the report, may reinstate the Yardmaster to the employment list if such action would appear to be in the best interest of the City. Probationary Yardmasters are not entitled to appeal under this section.

Section 6.12 - TRAINING

Section 6.12.1 General Policy: It is mutually agreed that continuous development, improvement and training are in the best interest of the Carrier and the Yardmasters represented by this Agreement. Further, the Union agrees to support and participate in all development and training required by the Carrier.

Section 6.12.2 Mandatory Training: Yardmasters are required to engage in safety, continuous improvement, supervisory and technical skills training as designated by the Carrier. When Yardmasters are required to engage in training, they will be paid the straight-time wages for actual time engaged in such from their assigned positions.

Section 6.12.3 Access: The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities. Voluntary training is on Yardmaster's own time and is reimbursable consistent with Personnel Management Policy 800.

Section 6.12.4 Posting: Training notices shall be posted in areas accessible to represented Yardmasters.
Section 6.13 - TRAINING & DEVELOPMENT COMMITTEE

Section 6.13.1 Membership: The General Chairman of the Union shall designate a representative to participate as a member of the Training and Development Committee comprised of members of each Union having members at Tacoma Rail and one member from carrier management.

Section 6.13.2 Purpose: The Training and Development Committee will have the responsibility to jointly develop and monitor training plans for various crafts and tasks, and recommend individuals for advanced craft, technical or other skills training. The final selection of Yardmaster candidates rests solely with Carrier.

Section 6.13.3 The Union agrees to designate a training coordinator to facilitate the training of candidates. The Carrier must concur with the employee who is designated as training coordinator. An employee assigned this function will be paid an additional one hour of straight time pay for each day so assigned.

Section 6.13.4 Appeals of Training and Development Committee Decisions: A Yardmaster who feels he/she was adversely impacted by the decision of the Training and Development Committee may appeal to the Superintendent. No other appeals will be supported by the Union.

Section 6.14 - RULES REVIEW

Section 6.14.1 Yardmasters 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.

Section 6.14.2 A Yardmaster previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

Section 6.14.3 It is recognized by Parties signatory to this Agreement, that Carrier retains existing right to conduct rules review, safety classes, and training classes during assigned working hours without additional pay.

Section 6.14.4 Yardmasters attending Yardmaster/Management meetings or informational meetings shall be compensated four hours pro rata unless held during assigned working hours, in which case no additional compensation shall be paid.

Section 6.14.5 Yardmasters required to attend training shall be paid in accordance with Section 6.5.1, unless otherwise provided for in this agreement.

Section 6.15 - LABOR MANAGEMENT COMMITTEE

Section 6.15.1 Members: A Labor/Management Committee shall be established consisting of one member from the bargaining unit, appointed by the Union, and one Management personnel, appointed by the Superintendent.
Section 6.15.2 Authority: The Committee shall be advisory in nature. The committee shall be used to discuss and investigate issues relating to productivity standards and goals and training opportunities for bargaining unit members. This Committee shall not be used to discuss negotiable issues unless all parties so agree.

Section 6.15.3 Procedures: The Committee may meet on a quarterly basis or as mutually agreed and shall establish its own rules of procedure. Chairmanship of the Committee shall rotate between Labor and Management.

Section 6.16 - LEAVING CITY SERVICE - RE-EMPLOYMENT

Section 6.16.1 Voluntarily Leaving Service: A Yardmaster who voluntarily leaves City service and is re-employed by the City, shall be considered a new Yardmaster.

Section 6.16.2 Payment: Yardmasters leaving City service shall be paid at the earliest appropriate pay period, in full, less the authorized deductions.

Section 6.16.3 Verification of Employment: Upon the request of a Yardmaster leaving City service, the Superintendent shall provide a letter verifying the time period of service and classification(s) of the Yardmaster.
Addendum B

The Addendum has been saved as a template in the event the Yardmaster work schedule returns to 8 hour shifts. The language in this Addendum B has not been updated and is solely for the purpose of a starting point if these working conditions became effective.

ARTICLE 7 - ENUMERATION OF BENEFITS

Section 7.1 - SUPPLEMENTAL SICKNESS AND BEREAVEMENT BENEFIT PLAN

Section 7.1.1 Each regular full-time, probationary, or permanent extra Yardmaster 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 will be received. Eligible Yardmasters who are on a leave of absence for active duty training or for inductive purpose shall accrue sick leave. Sick leave shall be credited to a Yardmaster's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned. There shall be no limit on sick leave accruals.

Section 7.1.2 Sickness benefits paid under this Article 7 shall be equal to one hundred (100) percent of the Yardmaster's regular basic daily rate; provided that if the Yardmaster has served in higher or lower positions on temporary appointments, benefits shall be computed on the pay rate appropriate to the class of position that Yardmaster has worked on for the majority of time in the six (6) month period immediately prior to the effective date of the sick leave taken.

Section 7.1.3 Where the benefits under this Article 37 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. A Yardmaster 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. The Carrier agrees to pay the Yardmaster one hundred (100) percent of his/her basic daily rate including benefits received from RUIA and the Yardmaster upon receipt of those benefits shall endorse and turn over to Tacoma Rail 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 may be cause for disciplinary action. Yardmasters 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.

Section 7.1.4 Benefits under this Article 7 apply to non-occupational injury or bona fide sickness of organic origin and of sufficient severity to disable the Yardmaster, 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 the law.

Section 7.1.5 In order to be granted benefits under this Article 7, the Yardmaster must report to the proper authority the reason for the daily absence and keep the Superintendent informed of his/her condition if the absence is of more than three (3) working days' duration. The Superintendent must be satisfied that the reason for absence is legitimate and satisfactory.
evidence, including a certificate from a reputable physician, verifying that the Yardmaster was physically unable to perform his/her regular duties, may be required.

Section 7.1.6 Bereavement leave of up to four (4) eight (8) hour working days will be allowed in case of death of Yardmaster’s spouse, father, mother, foster parent, brother, sister, child or foster child or spouse’s parent. Each working day of such leave will be paid at the Yardmaster’s regular basic daily rate; provided that if the Yardmaster has served in higher or lower positions on temporary appointments, benefits shall be paid for bereavement leave at the rate he/she was receiving the day before the bereavement leave was taken. Bereavement leave shall be charged against the employee’s sick leave accruals, if any. Yardmasters must notify the Superintendent prior to taking bereavement leave.

Section 7.1. Sick leave may be used to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. 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.

Section 7.1.8 A Yardmaster separated from the City service due to death or retirement for disability or length of service under Railroad Retirement pension shall be compensated to the extent of twenty-five (25) percent of his/her sick leave accruals. A regular or appointive Yardmaster separated from the City service for any other reason than death or retirement shall be compensated to the extent of ten (10) percent of his/her sick leave accruals up to a maximum accrual of 120 days.

Section 7.2 - MEDICAL COVERAGE

Section 7.2.1 It is agreed that Yardmasters covered under this Agreement shall be provided medical coverage in the same manner as other City employees.

Section 7.2.2 It is agreed that Yardmasters working as such at least twenty-five (25) percent of their work year shall, during the City open enrollment period, have the opportunity to elect coverage of Regence by making their request in writing to the Superintendent.

Section 7.3 - O.J.I. (On-the-Job) PAYMENTS

Section 7.3.1 On-The-Job Injuries – Tacoma Rail Yardmasters: A Tacoma Rail Yardmaster injured on the job shall have claims processed under the Federal Employers’ Liability Act. The City shall be credited with an offset for any such costs expended on behalf of the Yardmaster.
Section 7.4 - DENTAL PLAN

Section 7.4.1 City of Tacoma Dental Plan: It is agreed that the dental plan in effect for City of Tacoma Yardmasters shall be provided to Yardmasters represented by the UTU/Yardmasters and their eligible dependents, with the City paying the same amount for said Yardmasters as for all other City of Tacoma employees.

Section 7.5 - VACATION WITH PAY

Section 7.5.1 Accrual of Vacation: The provisions of the Compensation Plan for the City of Tacoma, Section 1.12.220, provide for vacation with pay. The power and right of the City Council to change the same without an amendment to this Agreement is recognized.

Section 7.5.2 Rate of accrual of vacation leave: Yardmasters shall accrue vacation leave by reason of tenure based on the following schedule of aggregate City service:

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<td>26</td>
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<td>25</td>
<td>8.31</td>
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<td>26</td>
<td>8.62</td>
<td>28</td>
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<tr>
<td>27</td>
<td>8.93</td>
<td>29</td>
</tr>
<tr>
<td>28 or over</td>
<td>9.24</td>
<td>30</td>
</tr>
</tbody>
</table>

The appropriate bi-weekly accrual shall be credited for each bi-weekly pay period in which the Yardmaster performs service or is ill or on vacation the entire bi-weekly pay period. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate City service will be completed.

Section 7.5.3 No Yardmaster shall earn more vacation in any one calendar year than the above stipulated days and new Yardmasters shall accrue vacation based on the above schedule beginning from the date of their appointment or continuous corporate hire date whichever provides more.

Section 7.5.4 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned.
Section 7.5.5 Vacation accrual balances shall not exceed an amount equal to two (2) years' accruals.

Section 7.5.6 A regularly employed, full-time Yardmaster who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the rate of pay he/she was receiving the day before the vacation leave is taken.

Section 7.5.7 Effort to Preserve: The Parties agree to make every reasonable effort to preserve the present provisions of this Section. The Parties recognize that the City Council has the authority to make changes by amendment.

Section 7.6 – PERSONAL TIME OFF PLAN (PTO)

Section 7.6.1 Personal Time Off designated enrollment period: This bargaining unit’s regular yardmasters may elect to convert to PTO during the two open enrollment periods.

The first period of open enrollment is July 1-July 7, 2003 or upon contract adoption.

The second period of open enrollment is July 1-July 7, 2005.

Section 7.6.2 Rate of accrual of Personal Time Off: Effective at the beginning of the first pay period after a designated open enrollment period for this bargaining unit, each covered employee who elects to transfer to the Personal Time Off plan, from their present vacation and sick leave plans, shall accrue Personal Time Off hours for each biweekly pay period in which he/she is in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of vacation and sick leave plans.

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>No. of 8-Hour Days per Year</th>
<th>Hours per pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 3 years</td>
<td>18</td>
<td>5.54</td>
</tr>
<tr>
<td>4 through 7 years</td>
<td>21</td>
<td>6.46</td>
</tr>
<tr>
<td>8 through 13 years</td>
<td>23</td>
<td>7.08</td>
</tr>
<tr>
<td>14 through 18 years</td>
<td>26</td>
<td>8.00</td>
</tr>
<tr>
<td>19 years</td>
<td>27</td>
<td>8.31</td>
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<tr>
<td>20 years</td>
<td>28</td>
<td>8.62</td>
</tr>
<tr>
<td>21 years</td>
<td>29</td>
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</tr>
<tr>
<td>27 years</td>
<td>35</td>
<td>10.77</td>
</tr>
<tr>
<td>28 or greater years</td>
<td>36</td>
<td>11.08</td>
</tr>
</tbody>
</table>
Section 7.6.3 Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

Section 7.6.4 No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his/her appointment.

Section 7.6.5 Permissible use of Personal Time Off accruals

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

B. Unplanned Use of Personal Time Off. Personal Time Off may be used without prior approval for employee or family emergencies. If an advance written request is not possible, the employee shall notify his/her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his/her department head informed of his/her condition on a daily basis or if unplanned use of Personal Time Off is for more than four working days in duration. Unplanned use of Personal Time Off which interferes with job performance or City operations may subject the employee to corrective action.

(a) An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) but who has used less than 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, request a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.

(b) An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, request a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.

(c) For any request submitted pursuant to subsections (a) or (b) above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid to employees shall be paid into the Employee Benefit Trust Fund.
Section 7.6.6 Maximum accrual of Personal Time Off

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

Section 7.6.7 Compensation upon separation from City service

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

B. Upon the death of an employee the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he/she working in on the date of death.

Section 7.6.8 Conversion of accruals

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

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


   a. Accrued sick leave as of the last pay period prior to converting may be placed into a sick leave bank.

   b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, for an absence of more than three consecutive days.

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

   d. Cash Out of Sick Leave Bank.

   (i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in his/her sick leave bank at the rate for the classification in which he/she was working in at the date of separation subject to the provisions of Section 1.12.229 of the Municipal Code (VEBA).
(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which he/she was working in at the date of separation.

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

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

Section 7.7 - HOLIDAYS

Section 7.7.1 Holidays shall be as provided in Section 1.12.210 of the Official Code of the City of Tacoma. This Section will provide in part as follows:

A. All regular, probationary or extra Yardmasters shall be paid for the following holidays as specified in this subsection: New Year's Day (January 1), Washington’s Birthday (3rd Monday in February), Memorial Day (last Monday in May), Fourth of July, Labor Day (1st Monday in September), Veterans Day (November 11), Thanksgiving Day, the day immediately following Thanksgiving Day, Christmas Eve Day (December 24) and Christmas Day (December 25).

The above holidays will be observed on the day of observance by Tacoma Rail connecting carriers.

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

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

Section 7.7.2 When any of the above holidays (listed in Section 7.7.1 A) fall on a Yardmaster's assigned rest day or during assigned vacation, one day's pay at the appropriate rate shall be paid the Yardmaster for that holiday, provided that the Yardmaster is in a paid status the regular workday before and after the holiday.
Section 7.7.3 All regularly assigned Yardmasters shall be entitled to holiday pay and paid for holidays at the rate of their regular classification except in those instances where they are working in higher or lower positions, either on temporary appointments or by assignment to extra board, in which case they shall be paid at the rate appropriate to the appointment in effect at the time of the holiday. If the Yardmaster’s rate of pay is different on the last day of regular work prior to the holiday and the first day of regular work after the holiday, the lower rate of the two shall apply for holiday day. If a Yardmaster works on the holiday, the class in which he/she is working will determine the rate of holiday pay.

Section 7.7.4 An extra Yardmaster, in order to qualify for the prescribed paid holiday must:

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

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

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

The rate of pay for Yardmasters qualifying under extra board conditions shall be the pay for the class in which they have their extra board appointment. In cases where a Yardmaster may have rights to more than one (1) extra board class, without being regularly assigned to any class, if the rate of pay for the extra board 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 a Yardmaster works on the holiday, the class in which he/she is working will determine the rate of holiday pay.

Section 7.7.5 When one (1) or more designated holidays fall during the vacation period of an assigned or extra Yardmaster, the qualifying days shall be the day immediately preceding the holiday. In addition, the Yardmaster may choose to receive holiday pay and/or vacation time that includes the same day.

NOTE: A Yardmaster schedules the week of vacation time that includes Labor Day. The Yardmaster may choose 5 days of vacation or 4 days of vacation with the impact to assignment the same.

Section 7.7.6 In the event sufficient Yardmasters are available for service as determined by Management, and no additional expense will accrue to the railway, the requirement that a regular Yardmaster performs service on his/her workdays immediately preceding and following such holiday as defined in Section 7.7.1 A may be waived.
Section 7.8 - LEAVE OF ABSENCE

Section 7.8.1 Request and Approval for Leave of Absence: A leave of absence for a railway Yardmaster may be granted by the Superintendent for an aggregate of not to exceed thirty (30) working days in any calendar year upon the oral request of the Yardmaster for such reason as the Superintendent may deem sufficient and whenever extra or relief Yardmasters are available. Such leaves of absence shall be promptly reported to the Director of Human Resources and in the manner prescribed by him/her. A railway Yardmaster granted a leave of absence for thirty (30) days or more may return to his/her position prior to the expiration of such leave upon application to the Superintendent of Tacoma Rail and the remainder of such leave of absence shall thereupon be canceled.

Section 7.8.2 Armed Forces Duty: The Superintendent, with the approval of the Director of Human Resources, shall grant leave of absence without pay to permanent or probationary Yardmasters for the purpose of service in the Armed Forces; provided that such request for such leave shall be in writing and accompanied with validated copy of military orders ordering such Yardmaster into active service with the Armed Forces.

Section 7.9 - JURY DUTY

Section 7.9.1 A regularly assigned full-time Yardmaster who is required to report for jury duty shall be entitled to a leave of absence from his/her regularly scheduled hours of work for the time spent in such service.

Section 7.9.2 For each hour of such leave taken, the Yardmaster will be compensated by the Carrier for actual time lost with a maximum of a basic day’s pay in an amount equal to his/her straight time rate for his/her position for each day lost less the amount allowed him/her for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualifications:

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

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

C. No leave of absence for jury duty, or compensation will be allowed for any day in which the Yardmaster is entitled to vacation, sick, holiday pay or is not scheduled to work.
Section 7.10 - COURT APPEARANCES

Section 7.10.1 Court Appearances: Yardmasters required to attend court as witnesses, or to give depositions, or acting in any other capacity pertaining to legal matters at the request of the City, shall be compensated in the same manner as in ARTICLE 2, Section 2.14.1.

Section 7.11 - SHOE ALLOWANCE

Section 7.11.1 Shoe Allowance: Yardmasters will wear ankle support boots with steel sole shanks as required by the employer and will be reimbursed upon receipt up to $80.00 per pair not to exceed one (1) pair per year January to January.