

PROPOSED Letter of Agreement
Between
City of Tacoma
And
Teamsters Local Union No. 117
Affiliated with the International Brotherhood of Teamsters
Representing Tacoma Venues and Events

Subject: 50/50 Scheduling to Address Significant Budget Constraints
Resulting from the COVID-19 Pandemic

The City of Tacoma (City) and Teamsters Local 117 TVE Unit (Local 117 TVE) (collectively, the Parties) enter into this Letter of Agreement (LOA).

The COVID-19 Pandemic has significantly impacted operations and revenues at the City of Tacoma and Tacoma Venues and Events. In response to emergency proclamations, public health recommendations, financial shortfalls, and in order to better provide for employee social distancing in the workplace, the City has temporarily reduced or eliminated some services.

The City seeks to remain agile in order to adapt staffing to meet the unique demand of TVE and potential return to events, to retain staff for future recall to full time status, maintain staff engagement in TVE's operations, and ensure continuity of benefits to all impacted staff. To further those goals, the City has determined to provide alternative scheduling for employees in Local 117 TVE to address these financial shortfalls, operational needs, and employee health, safety, and engagement. The Parties have agreed to terms regarding the alternative scheduling for employees in Local 117 TVE set forth herein to accomplish these important objectives.

Now, therefore, the Parties agree to the following terms:

1. Effective October 5, 2020, all employees in Local 117 TVE will be subject to a change in schedule alternating between one week in full time status (forty hours), followed by a week with no scheduled hours. This will result in a 50/50 alternative schedule, referenced herein. Local 117 TVE employees will have the opportunity to apply for unemployment insurance benefits for each week with no scheduled hours.
2. **Impacted employees are responsible for submitting their own application for unemployment benefits to the WA State Employment Security Department (ESD).** ESD will make the final determination regarding eligibility for unemployment benefits. Workers are strongly encouraged to apply for unemployment benefits online at: <https://esd.wa.gov/unemployment>.
3. Employee leave accruals will be prorated during the 50/50 alternative scheduling.
4. The Employer will continue to pay the Employer's customary share of medical, dental, vision, basic life, and basic long term disability insurance premiums, as well as EAP and Wellness coverage. Employee premium share deductions will continue to be paid via payroll deduction as if the Employee were in full time status. The parties recognize this premium share arrangement as a temporary measure that shall supersede section 6.2.4 of the Tacoma Joint Labor Agreement.
5. Employee-paid voluntary supplemental benefits will be maintained in full benefit status through December 31, 2020. The ability to maintain this benefit status through December 31, 2020 is a concession from the City's carriers for such benefits. Absent an election to otherwise end any voluntary supplemental benefits, employee-paid voluntary supplemental benefits will continue and premium deductions will continue unaltered.
6. TERS Pension benefits will be governed by Chapter 1.30 of the Tacoma Municipal Code. As a general rule, employees must be in a full-time paid status for one of two weeks of a biweekly pay

cycle to receive a full pension credit for the pay cycle. Final compensation and pension benefits may be impacted by the reduction in wages during the 50/50 alternative schedule.

7. "Continuous Service" is defined by Section 1.24.085 of the Tacoma Municipal Code. Time lost due to the 50/50 alternative schedule does not constitute a break in continuous service, as employees are not being separated from service.
 - a. Time during the 50/50 alternative schedule shall count as half toward an employee's probationary period.
 - b. Time during the 50/50 alternative schedule will not interrupt an employee's seniority, nor progression through salary steps, longevity pay schedule, or vacation accrual schedule.
8. If permanent layoffs become necessary at a later date due to lack of work, lack of funds, or other legitimate rationale, the applicable provisions of the personnel rules and collective bargaining agreement will apply.
9. Employees who may need to enter an unpaid status during the pendency of the 50/50 alternative schedule or cannot cover absences for scheduled hours with available leave may have adverse impacts to their pension or benefits, consistent with applicable policy, collective bargaining agreement, and/or the Tacoma Municipal Code.

The provisions of this LOA shall expire on December 31, 2020 unless extended by the parties in writing. The parties shall meet three weeks prior to the expiration of the LOA to begin discussions to amend or extend this LOA, or let it expire. This LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

EXECUTED THIS _____ DAY OF _____, 2020

For Local 117 TVE

John Scearcy Date
Secretary-Treasurer

For City of Tacoma

Elizabeth Pauli Date
City Manager

Kim Bedier Date
Tacoma Venues & Events Director

Dylan Carlson Date
Senior Labor Relations Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney