

Letter of Agreement

By and Between

The City of Tacoma And

Tacoma Firefighters IAFF Local 31

Subject: Addressing Sick Leave Cashout

The City of Tacoma (“City”) and Tacoma Firefighters IAFF Local 31 (“union”) (collectively, “the parties”) agree to the following terms related to the compensation of Local 31 members for unused sick leave balances upon separation from City service.

BACKGROUND:

During negotiations for the 2021-2022 Collective Bargaining Agreement (CBA), the parties agreed to change the longstanding sick leave cash out provisions of Section 13.2.B. It was the shared interest of the parties to provide a greater incentive for employees to preserve sick leave in their accrual banks and reduce the need for overtime to backfill shifts vacant due to use of sick leave. The 2021-2022 CBA included the following provision:

Effective January 1, 2021, an employee separated from service due to death or retirement for disability or length of service is compensated to the following extent of their sick leave accruals.

- Accumulated sick leave between 0 and 400 hours shall be cashed out at 25%.
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 33%.
- Accumulated sick leave hours above 801 shall be cashed out at 50%.

An employee separated in good standing from service for any other reason is compensated to the extent of ten (10) percent of their sick leave accruals, up to a maximum accrual of 1920 hours or one hundred twenty (120) days.

Following implementation of the CBA, it was discovered that the parties had different interpretations of this new provision.

The union contended that employees, having achieved a requisite sick leave threshold, should have all of their hours cashed out at the higher amount. (Example: an employee with 600 hours of sick leave at retirement would receive 33% of 600 hours.)

The City contended that the language requires a tiered cash out, and only hours within a particular tier should be cashed out at the higher amount. (Example: an employee with 600 hours of sick leave at retirement would receive 25% of 400 hours, plus 33% of 200 hours.)

The parties wish to resolve this dispute in a non-precedent setting manner. Now, therefore, the parties agree to the following terms:

AGREEMENT:

1. Neither the City nor the union is required to relinquish its position concerning the proper interpretation of the language, and this settlement shall not establish a precedent binding on

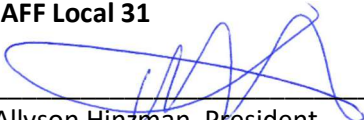
either party for any future purpose, including negotiations of a successor collective bargaining agreement, grievance arbitration, or interest arbitration.

2. For the period January 1, 2021 through December 31, 2022 only, the parties agree to implement Section 13.2.B consistent with the union's interpretation. Employees, having achieved a requisite sick leave threshold, should have all of their hours cashed out at the higher amount.

Examples:

- An employee with 300 hours of sick leave at retirement would receive 25% of 300 hours.
 - An employee with 600 hours of sick leave at retirement would receive 33% of 600 hours.
 - An employee with 900 hours of sick leave at retirement would receive 50% of 900 hours.
3. This agreement satisfactorily addresses the concerns raised by the union. The union agrees to file no grievances, appeals, or wage claims related to the interpretation or application of the Section 13.2.B prior to the effective date of this LOA.
 4. This LOA will become effective as of the date of the last signatory listed below, and will expire on December 31, 2022 independently from the 2021-2022 CBA. This LOA shall not establish precedent for the parties hereto, nor for any other collective bargaining units or departments of the City.

**For Tacoma Fire Fighters
IAFF Local 31**



Allyson Hinzman, President 07/19/2021
Date

For the City of Tacoma:

Elizabeth Pauli, City Manager Date

Tory Green, Fire Chief Date

Dylan Carlson Date
Sr. Labor Relations Manager

Approved as to form:

Cheryl Comer Date
Deputy City Attorney