Letter of Agreement

Between The

City of Tacoma

And

Professional Public Safety Management Association

Subject: PTO and Sick Leave Deposit to VEBA at Retirement

The City of Tacoma (City) and the Professional Public Safety Management Association (PPSMA) (collectively the Parties) are parties to a Collective Bargaining Agreement (CBA) that expires on December 31, 2023.

Consistent with Article 15 (Term of Agreement) of the parties' CBA, the parties mutually agree to modify Article 9 (Health Reimbursement Arrangements), Section 9.3 (PTO and Sick Leave Deposit to VEBA at Retirement).

Effective upon Council approval, Section 9.3 shall be modified as follows:

Section 9.3: Sick Leave and PTO Deposit to VEBA at Retirement

A. Sick Leave

- 1. 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%.

This subsection shall be applied consistent with Article 13, Section 13.2 – Sick Allowance of the Tacoma Firefighters Union Local 31 collective bargaining agreement.

No more than once per year, and with at least thirty (30) calendar days written notice to the City, the Union will notify the City whether the contribution of unused sick leave accrual should be made to VEBA or as sick leave cash out under TMC 1.12.230 D.1.

2. 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 1,920 hours or one hundred twenty (120) days.

B. PTO

An employee separated from service due to death or retirement for disability or length of service will be eligible for a deposit of the value of unused PTO accruals to a VEBA account on behalf of the employee. No more than once per year, and with at least 30 calendar days written notice to the City, the Union may elect which portion of PTO accruals shall be

deposited into a VEBA account for eligible employees as outlined in TMC Section 1.12.248 (D). The deposit amount shall be a sum equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the PTO accruals for all eligible employees at the time of separation. This deposit shall be deducted from the cash payment of eligible PTO accruals due to an employee.

- C. All employees covered by this Agreement shall participate in the above referenced VEBA program. No employee may request, nor will any employee receive, an exemption from VEBA participation.
- D. The Association agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.

This Letter of Agreement shall supersede and replace the Parties' December 2021 "Retirement VEBA Participation Agreement" Letter of Agreement. It is the intent of the Parties to incorporate this change into the successor CBA.

This LOA shall not establish a precedent for the parties hereto nor any other collective bargaining units or departments of the City.

For the City of Tacoma:		For the PPSMA:	
Elizabeth Pauli City Manager	Date	Alex Wilsie President	Date
Shelby Fritz Human Resources Director	Date	Approved to form:	
		Cheryl Comer Deputy City Attorney	Date