

RESOLUTION 2013 - 46



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON APPROVING  
A MEMORANDUM OF AGREEMENT WITH  
TEAMSTERS LOCAL #760 – POLICE SUPPORT UNIT**

**WHEREAS**, on April 25, 2011, the City Council of the City of Sunnyside approved the January 1, 2010 to December 31, 2014 Collective Bargaining Agreement (CBA) with Teamsters Local Union No. 760 – Police Support Unit by way of Resolution No. 2011-26; and

**WHEREAS**, the parties have agreed to a Memorandum of Agreement regarding 14.1.3 Hospital Police Scheduling adding an additional work schedule ; and

**WHEREAS**, the City Council finds and determines that approval and ratification of said agreement is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**SECTION 1.** That the Memorandum of Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Teamsters Local 760, is hereby approved.

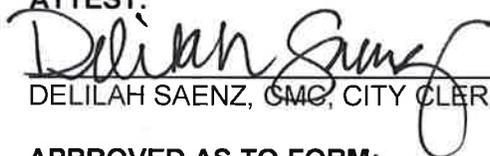
**SECTION 2.** The Interim City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**SECTION 3.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 10<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, LLP  
Attorneys for the City of Sunnyside

EXHIBIT "A"

**MEMORANDUM OF AGREEMENT**

**By and Between**

**CITY OF SUNNYSIDE and TEAMSTERS LOCAL UNION NO. 760**

The subject of shift scheduling has been discussed between the City and Union (Parties). It is agreed that the following modifications to *Article 14 – HOURS OF WORK AND OVERTIME, Section 14.1.3 Hospital Police Scheduling*, shall apply:

**14.1.3 Hospital Police Scheduling:**

Basic Work Period. The Employer has the right to change the employee(s) basic work period, schedules and shifts by providing (30) calendar days' written notice to the affected employee (s) except in the event of any emergency in which case as much notice as is practicable will be provided. The basic work periods, schedules and shifts consist of the following options for the Chief or his designee to administer:

The basic work period of Hospital Police Officers, consistent with FLSA section 207(k), consist of the following options for the Chief or his designee to schedule:

- (a) Four (4) consecutive, twelve (12) consecutive hour (shifts) days on, followed by four (4) consecutive days off; or
- (b) Four (4) consecutive, ten (10) consecutive hour (shifts) days on, followed by three (3) consecutive days off; or
- (c) Five (5) consecutive, eight (8) consecutive hour (shifts) days on, followed by two (2) consecutive days off.
- (d) Two (2) consecutive, twelve (12) consecutive hour (shifts) days on, followed by two (2) consecutive days off, followed by three (3) consecutive, twelve (12) hour (shifts) days on, followed by two (2) consecutive days off, followed by two (2) consecutive, twelve (12) consecutive hour (shifts) days on, followed by three (3) consecutive days off.

The working hours of Hospital Police Officers working eight-day work periods ("a" above) shall be (48) hours per eight-day (8) work period on an annualized basis of 2,190 hours.

The working hours of Hospital Police Officers working seven-day (7) work periods ("b" and "c" above) shall be forty (40) hours per seven-day (7) work period on an annualized basis of 2,080 hours.

EXHIBIT "A"

The working hours for Hospital Police Officers working fourteen-day (14) work periods ("d" above) shall be (84) hours per fourteen-day (14) work period on an annualized basis of 2,190 hours.

Shift starting and expiration times shall be determined, from time to time, by the Chief of Police or his designee. The Chief of Police or his designee is not required to have all of the bargaining unit employees on the same basic work period, schedules and shifts. The Chief or his designee will determine, from time to time, which employees will be assigned to the various work periods, schedules and shifts.

No overtime shall be paid for regularly scheduled Saturdays and Sundays worked that fall within the above-mentioned "basic work period" guidelines. The Employer will not revise the regular work schedule in order to avoid payment of non-scheduled overtime except as provided above with thirty (30) calendar days' written notice and/or less notice in the case of emergency.

14.1.4 Shift starting and expiration time shall be determined by the Chief of Police or his designee.

The Parties agree to review this provision as needed. All other provisions of the Collective Bargaining Agreement remain unchanged.

*For the Union:*

*For the City:*

\_\_\_\_\_  
Steve A. Bruchman                      Date

\_\_\_\_\_  
John C. Darrington                      Date  
Interim City Manager