

RESOLUTION 2013 - 600



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON,  
APPROVING AND RATIFYING EXECUTION OF  
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 24.7 Bargaining Unit Work allowing for the use of part-time, on call and provisional employees; 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, having been administratively approved, is hereby ratified and approved as and from date of execution.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

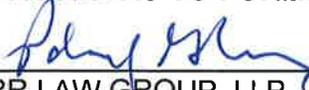
**PASSED** this 12<sup>th</sup> day of August, 2013.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**LETTER OF AGREEMENT**

**BY AND BETWEEN**

**CITY OF SUNNYSIDE**

**AND**

**TEAMSTERS LOCAL UNION NO.760-POLICE SUPPORT**

**DISPATCH / JAIL TEMPORARY, PART TIME ON CALL EMPLOYEES AND  
PROVISIONAL EMPLOYEES**

- A. The City of Sunnyside, hereafter called the "Employer", is a municipal corporation of the State of Washington, with City Hall located at 818 E Edison Avenue, Sunnyside Washington 98944.
- B. The Teamsters Local Union No.760 - Police Support, hereafter called "Union", is the exclusive bargaining representative for the bargaining unit employees consisting of Police Support Employees for the City of Sunnyside.
- C. The Parties agreed that the temporary, part time and provisional employee language will be reflected in this letter rather than in the Labor Agreement and will be effective August 4<sup>th</sup>, 2013 through November 2<sup>nd</sup>, 2013, unless extended by mutual written agreement.

**DISPATCH / JAIL TEMPORARY, PART TIME, ON CALL EMPLOYEES AND PROVISIONAL EMPLOYEES**

In the event that the Dispatch or Jail falls below the minimum needed staffing levels due to terminations, long and short term disabilities, Leave of absences and other unforeseen circumstances that create situations where staff levels fall below minimum staffing, the Employer and the Union will allow for immediate hiring of temporary, provisional and or part time employees. This Letter of Agreement references section 24.7 of the support staff contract.

The Employer will first consider available fund sources to insure that the positions are able to be supported by the fiscal budget. The Employer will determine the amount of hours needed to cover the staffing shortages to insure there is adequate coverage for days and hours needed. Funding will come from the budgeted unfilled personnel line in order to insure no added costs are incurred to the employer.

EXHIBIT "A"

The Employer reserves the right to terminate the temporary, provisional, on call employees and part time employees once adequate staffing levels are reached.

The Parties recognize that Temporary employees are not regular part-time members of the bargaining unit and thereby not covered by the Collective Bargaining Agreement. These temporary employees will be paid at a base rate using the support staffs current contract pay scale but the step is to be determined by the Employer.

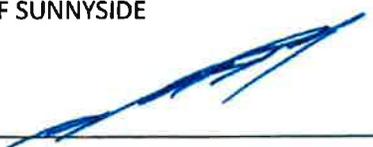
The Employer will work to insure the temporary employees remain under 40 hours per week.

The Employer will insure all Overtime is offered to Union Employees before it is offered to temporary employees in the following manner:

1. Dispatcher Overtime: Dispatchers, Corrections Officers, Temporary employees.
  2. Corrections Officer Overtime: Corrections officers, Temporary employees.
  3. If Dispatchers and Corrections Officers do not voluntarily take the overtime hours in their respective classifications, and Temporary employees are not available (per Items 1&2 above), the Employer may assign mandatory overtime per current practice: "dispatch call out list", "mandatory dispatch list" and "corrections call out list" & "corrections mandatory list", dependent upon availability and safety considerations.
  4. Names of Temporary employees will be provided to the Union.
  5. If a Temporary employee is hired as a regular full or part-time employee, all hours worked (as Temporary) shall be credited for the purpose of benefit accruals.
- D. Entire Agreement. This Letter of agreement constitutes the entire agreement of the parties regarding the hiring and use of temporary, provisional, on call and part time employees.
- E. Effective Date: This Letter of Agreement shall be effective August 4<sup>th</sup>, through November 2<sup>nd</sup>, 2013, unless extended by mutual written agreement.

CITY OF SUNNYSIDE

TEAMSTERS LOCAL UNION NO. 760

  
\_\_\_\_\_  
DONALD DAY, CITY MANAGER

  
\_\_\_\_\_  
LEONARD CROUCH, SEC-TREASURER

DATE: 7/30/13

DATE: 7/29/13