

RESOLUTION 2015- 47

 ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON APPROVING
A MEMORANDUM OF AGREEMENT WITH
TEAMSTER'S LOCAL #760 – Public Works**

WHEREAS, on January 2015, the City Council of the City of Sunnyside approved the January 1, 2015 to December 31, 2017 Collective Bargaining Agreement (CBA) with Teamsters Local Union No. 760 – Public Works Unit by way of Resolution No. 2015-05; and

WHEREAS, the parties have agreed to a Memorandum of Agreement regarding adding two (2) Classification of Code Enforcement & Building Inspector from non-bargaining classifications; 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 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 27th day of July, 2015.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:

 WSBA #38757
KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

MEMORANDUM OF AGREEMENT

The following are terms and conditions agreed upon by and between the City of Sunnyside and General Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers Local Union No. 760 for the addition of the Code Enforcement Officer and Building Inspector positions under the current Collective Bargaining Agreement covering the Public Works employees with the City of Sunnyside for the term of January 1, 2015 – December 31, 2017. The final terms and conditions pertaining to wages, pension, longevity and seniority shall be contained in an addendum to the contract as a Memorandum of Agreement, all other terms and conditions of the collective bargaining agreement shall apply to these positions.

WAGES:

Appendix "B" shall be amended to add Appendix "B1" Code Enforcement Officer and Appendix "B2" Building Inspector to the contract. These positions shall contain the five percent (5%) STEP progressions A-E and both Jim Rivard (Code Enforcement Officer) and Andy Stamschror (Building Inspector) shall be placed at STEP E. This step shall include the two point five-zero percent (2.50%) wage increase above their current wage rate, effective July 1 for 2015. Wage increases for January 1, 2016 (2.50%) and 2017 (2.25%) shall be amounts negotiated in the current PW-CBA. In establishing the step progressions the established STEP E shall be the start of the calculation and each step prior shall be five percent (5%) less than the previous.

PENSION:

The positions of the Code Enforcement Officer and Building Inspector enter into the Western Conference of Teamsters Pension Trust, as stated in Article 20 of the Public Works agreement, with retro activity effective to January 1, 2015. Such retro activity contributions shall be paid by Jim Rivard and Andy Stamschror at the current contribution rate of one dollar and eighty-five cents (\$1.85) per compensable hour to be submitted to the City upon the effective date of this agreement. The City shall then submit such payment to the WCT Pension Trust on behalf of each employee as is done for all current Public Works employees.

LONGEVITY:

For the purposes of Appendix "C" Longevity Pay, the years of unbroken service with the City of Sunnyside be used in determining the monthly payment schedule amounts, effective July 1 this MoA for Jim Rivard and Andy Stamschror.

SENIORITY:

For the purposes of Article 6, Article 7 and Article 8, the positions of the Code Enforcement Officer and Building Inspector shall be self-contained for purposes of Seniority rights outlined in the current agreement. The list of employees arranged in the order of their seniority shall contain three (3) Divisions lists for Public Works; 1) Water, Street, Sewer and Facilities Maintenance 2) Code Enforcement Officer and 3) Building Inspector. There shall be no crossing of lines between the (3) divisions, but nothing stated in this memorandum shall prohibit an employee from using the application process used by the City to fill a vacancy in another classification or position in the City. In terms of layoffs and recall, should the Employer determine a reduction in personnel

EXHIBIT "A"

becomes necessary due to lack of work, lack of funds, budgetary constraints, reorganization or other legitimate reasons, the last employee hired in the Division shall be the first (1st) laid off; in returning employees to work, the last employee laid off shall be the first (1st) recalled. Should the reduction effect a specific Division, the effected employee(s) shall not have seniority bumping rights into the other two (2) divisions.

Signed by:

CITY OF SUNNYSIDE

TEAMSTRERS LOCAL UNION NO.760



Donald D. Day, City Manager

Leonard Crouch, Secretary-Treasurer

Date _____

Date 7-17-15

EXHIBIT "A"

APPENDIX "B" – PUBLIC WORKS DEPARTMENT

ARTICLE 1B - DEFINITION AND DIRECTION OF DIVISION SUPERVISORS

- 1.B.1 AA Public Works or Parks employee is one who is engaged in, but not limited to, the following functions: water, street, Sewer, and Facilities Maintenance. Effective January 1, 2015 adding positions of Code Enforcement and Building Inspector.
1. B.2 The Public Works; Parks; Code Enforcement or Building Inspector employees will be under the direct authority of the Public Works Director.

ARTICLE 2B - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.B.1 The salary schedules for Public Works Department r employee shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
 - a. Effective January 1, 2015 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale. (NEW CLASSIFICATION EFFECTIVE 7/1/2015).
 - b. Effective January 1, 2016 there shall be a two point five-zero (2.50%) percent general increase to the previous year wage scale.
 - c. Effective January 1, 2017 there shall be a two point five-zero (2.25%) percent general increase to the previous year wage scale.

EXHIBIT "A"

APPENDIX "C" -- LONGEVITY PAY

ARTICLE 1C - PUBLIC WORKS AND PARKS SUPERVISORS

1.C.1 All employees of the Public Works Department recognized in Article 2 of this Agreement shall receive annual longevity pay. The amount stated below will be added to the employee's base wage earning per month.

Such monthly payment schedule shall be paid as follows:

<u>Years of Service</u>	<u>7 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
	\$50.00	\$85.00	\$100.00	\$150.00