

ORIGINAL

RESOLUTION 2012 - 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN THE CITY OF SUNNYSIDE AND THE SUNNYSIDE POLICE OFFICERS GUILD WHICH SETS FORTH THE PARTIES INTENT REGARDING PROVISIONS IN ARTICLE 9 OF THE CURRENT LABOR AGREEMENT PERTAINING TO THE CASH-OUT OF SICK LEAVE AND VACATION LEAVE WHEN AN EMPLOYEE IS TERMINATED OR LEAVES EMPLOYMENT

WHEREAS, the City of Sunnyside, and the Sunnyside Police Officers Guild have agreed upon terms set forth in the Memorandum of Agreement attached hereto as Exhibit "A"; and

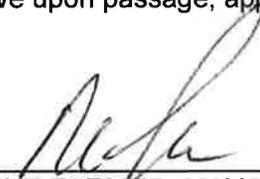
WHEREAS, the City Council finds and determines that authorizing the City Manager to execute said Memorandum of Agreement regarding the Sunnyside Police Officers Guild contract which clarifies the intent of sick leave cash-out and reflects a language changes in the collective bargaining agreement (CBA) is in the best interest of the 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 City Council hereby approves the Memorandum of Agreement by and between the City of Sunnyside and the Police Officers Guild which is attached hereto as Exhibit "A" and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer performance of such agreement.

Section 2. That this resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

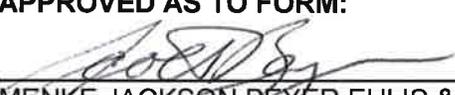
PASSED this 23rd day of January, 2012.



MIKE FARMER, MAYOR

ATTEST:


DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:


MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

MEMORANDUM OF AGREEMENT

By and Between

**CITY OF SUNNYSIDE
And
SUNNYSIDE POLICE OFFICERS GUILD**

THIS MEMORANDUM OF AGREEMENT (MOA) sets forth the parties' intent regarding provisions in Article 9 of the current labor agreement pertaining to the cash-out of sick leave and vacation leave when an employee is terminated or leaves employment .

A. The CITY OF SUNNYSIDE, hereafter called "Employer," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. The SUNNYSIDE POLICE OFFICERS GUILD, hereafter called "Guild," is the exclusive bargaining representative for the uniformed police officers bargaining unit.

C. There is currently a collective bargaining agreement (CBA) which is effective for the period 2010-2012.

D. The parties agree that the terms set forth in this MOA shall supersede and control sick leave and vacation leave cash-out under Article 9 – Termination of Employment of the current CBA.

E. The questions regarding the intent of the language in Article 9 were presented to management by the Guild in November, 2011. The Guild indicated the questions about intent and what the language meant arose as a result of Officer Ryan Brusco leaving employment in good standing in 2011 and questions about his eligibility to receive cash out for sick leave accrued. Management and the Guild have conferred on this matter and believe the intent of the parties was to change previous CBA language providing involuntarily terminated employees with 25% of accrued sick leave to paying 25% of accrued sick leave only if employees left in good standing. The parties agreed that employees voluntarily terminating in good standing would be paid 25% of their accrued sick leave not those employees who involuntarily terminated.

THE PARTIES AGREE TO THE FOLLOWING REVISIONS TO THE TERMS AND CONDITIONS OF THE CURRENT CBA:

A. ARTICLE 9 – TERMINATION OF EMPLOYMENT

9.1 Upon involuntary separation of employment for any reason or leaving in bad standing, all regular full-time and regular part-time employees shall receive severance pay for:

9.1.1 Accrued and unpaid vacation leave up to two hundred forty (240) hours

9.1.2 Overtime for which pay was authorized

9.1.3 Any Compensatory time on the books at the time of termination shall be taken as paid leave as the employee's regular work days would normally occur prior to the termination date.

9.1.4 No sick leave accrual will be paid.

9.2 Upon voluntary separation of employment in good standing, employees shall receive a lump sum payment equal to twenty-five (25%) percent of their accrued but unused sick leave. In the event of an employee's death while employed but prior to retirement, the City shall pay the employees spouse or estate twenty-five (25%) percent of the employees accrued unused sick leave.

9.3 Upon voluntary separation of employment in good standing, other than retirement, the employee's lump sum pay out shall be limited to three hundred sixty (360) hours of vacation leave. Any time in excess of three hundred sixty (360) hours shall be paid in lieu of time worked as the work days would normally occur. An employee whose separation is due to retirement shall be limited to three hundred sixty (360) hours, as of his termination date of employment.

9.4 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with state statute (Title 11 RCW).

9.5 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and annual leave benefits and compensation. Such employee thereafter reentering the service of the Employer shall be considered a new employee.

B. Entire Agreement. This MOA constitutes the entire agreement of the parties regarding sick leave and vacation leave cash-out upon termination of employment.

EXHIBIT "A"

- C. Effective Date. As a result of the clarification of intent set forth in this MOA, the term of this MOA will be concurrent with the existing CBA.

CITY OF SUNNYSIDE

SUNNYSIDE POLICE OFFICERS GUILD

Mark Gervasi
City Manager

Robert Layman
President

Date

Date