

ORIGINAL

RESOLUTION 2011 - 51

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
THE CITY MANAGER TO ENTER INTO SUCH AGREEMENTS
AS ARE NECESSARY TO ADMINISTER THE 2010-2014
COLLECTIVE BARGAINING AGREEMENT WITH
TEAMSTERS LOCAL UNION NO. 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 with Teamsters Local Union No. 760 – Police Support Unit by way of Resolution No. 2011-26; and

WHEREAS, subsequent to the passage of such resolution, the City Manager and the Union have engaged in various discussions concerning the interpretation and administration of said Collective Bargaining Agreement;

WHEREAS, the City Council anticipates that during the course of the Collective Bargaining Agreement, it may be necessary for the City of Sunnyside to enter into letters of agreement, memorandums of understanding, or other contracts concerning the interpretation and administration of the Collective Bargaining Agreement; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City of Sunnyside to grant to the City Manager the authority to enter into such contracts as are necessary to administer said Collective Bargaining Agreement, and bind the City thereby, provided the contracts do not increase the cost of said Collective Bargaining Agreement to the City of Sunnyside;

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

Section 1. The City Manager is hereby authorized to enter into such letters of agreements, memorandums of understanding, or other contracts, as are necessary to interpret and administer the 2010-2014 Collective Bargaining Agreement between the City of Sunnyside and the Teamsters Local Union No. 760 – Police Support Unit, provided such letters of agreement, memorandums of understanding, or other contracts, do not increase the cost of said contract to the City of Sunnyside.

Section 2. The Letter of Agreement with the Teamsters Local No. 760 – Police Support, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved.

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

PASSED this 25th day of July, 2011.



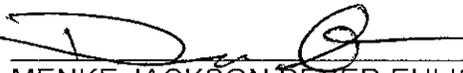
JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



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

EXHIBIT 'A'

Memorandum of Understanding
By and Between
The City of Sunnyside
And
Teamsters Local Union #760
Representing Police Support

Article 26 - Supplemental Pension shall be modified as noted below:

ARTICLE 26 - SUPPLEMENTAL PENSION PLAN

- 26.1 The Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each bargaining unit member.
- 26.2 Effective January 1, 2011 fifty cents (\$0.50) per compensable hour not to exceed twenty dollars \$20.00) per week shall be contributed by the employer on behalf of the employee.
- 26.2.1 Effective on the start of the month following the last date of the signing of this Letter of Agreement and superseding Section 26.2 above , one (\$1.00) dollar per compensable hour not to exceed forty (\$40.00) dollars per week shall be remitted to the Western Conference of Teamsters Pension Trust Fund. The employer shall contribute a total of fifty cents (\$0.50) per compensable hour not to exceed twenty dollars \$20.00) per week and the employee shall contribute fifty cents (\$0.50) per compensable hour not to exceed twenty dollars \$20.00) per week through a pre-tax payroll deduction.
- 26.3 The employees covered by this Agreement may, upon majority vote by secret ballot, elect to divert additional amounts from their wages into the Western Conference of Teamsters Pension Trust Fund for the contract years, 2012, 2013, and 2014.
- 26.3.1 Changes to the amount of employee wages to be deducted for the employee contribution to the Western Conference of Teamsters Pension Trust Fund shall occur no more often than once per calendar year with sixty (60) days notice to the employer and shall be evidenced by an addendum to this Letter of Agreement signed by both the Union and the employer. The effective date for the new deduction rate shall be on the first day of the month following signing of the addendum to this Letter of Agreement by both the Union and the employer and the City's payroll officer acknowledging in writing receipt of the change.
- 26.4 The Union hereby represents and warrants that any and all amounts of employee wages to be deducted for employee contributions to the Western Conference of Teamsters Pension Trust Fund under this Agreement qualify to be paid and remitted on a pre-tax basis and hereby agrees to indemnify, defend and hold harmless the employer from any taxes, interest and penalties due as a result of paying and remitting such amounts on a pre-tax basis.

CITY OF SUNNYSIDE

TEAMSTERS LOCAL UNION NO. 760—
Police Support

Mark J. Gervasi
City Manager

John Parks
Secretary/Treasurer

Date: _____

Date: _____