

MEMORANDUM OF AGREEMENT



ORIGINAL

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

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

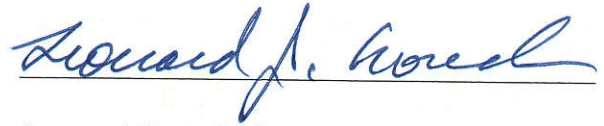


Donald D. Day, City Manager

Date 7-28-15

CITY CONTRACT NO: A 2015-01
RESOLUTION NO: 2015-41
COUNCIL MTG: 7-27-15

TEAMSTRERS LOCAL UNION NO.760



Leonard Crouch, Secretary-Treasurer

Date 7-17-15