



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2018-037

APPROVE AND RATIFY A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT AND LETTER OF AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the City and AFSCME representatives thoroughly considered all aspects of the current collective bargaining agreement and negotiated changes to the agreement; and

WHEREAS, the City Council has been presented with information about the changes to the agreement between the City of Sherwood and AFSCME to be known as the successor collective bargaining agreement (Agreement); and

WHEREAS, the City of Sherwood and AFSCME members have worked in good faith on the Agreement to ensure that it meets the financial and operational needs of the City and the Union; and

WHEREAS, AFSCME voted to ratify the Agreement on April 19, 2018; and

WHEREAS, the Agreement will remain tentative until ratified by the Sherwood City Council. The Agreement will be effective upon ratification and execution and remain in effect through June 30, 2021.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Agreement and Letter of Agreement are hereby approved and ratified by the Sherwood City Council and are approved for adoption. The Agreement is attached as "Exhibit A". The Letter of Agreement is attached as "Exhibit B".

Section 2. The City Manager is hereby authorized to sign the Agreement and the Letter of Agreement between the City of Sherwood and AFSCME.


Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 1st day of May, 2018.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

July 1, 2018 – June 30, 2021

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PREAMBLE

This Agreement is entered into between the City of Sherwood, Oregon, hereinafter referred to as the "City" and the City of Sherwood Employees Local 1777, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

ARTICLE 2 – DUES DEDUCTION

Section 1. All employees in the bargaining unit are required either to become members of the Union or to make payments-in-lieu-of dues (also referred to as fair share fees) to the Union. Payments-in-lieu-of dues shall be the equivalent of regular Union dues, subject to the fair share payer's rights under state and federal law. Fair share payers are advised of their rights to a political rebate by an annual mailing from AFSCME Council 75 each December. The City agrees to remain neutral with regard to the administration of these rights, which will be the sole responsibility of the Union.

- a. Employees who elect to become dues paying members will sign an authorization card provided by the Union. The authorization card shall contain the terms and conditions of membership.
- b. New bargaining unit employees who do not become members of the Union within thirty (30) calendar days after the effective date of their employment shall be deemed obligated to make payments-in-lieu-of dues unless and until such time as such employees become members of the Union.
- c. Employees who are members of the Union at the time of approval of this Agreement, or who thereafter elect to become members of the Union, shall be deemed to remain members of the Union until such time as they notify the Union and City in writing of their withdrawal of membership, at which time they shall be deemed obligated to make payments-in-lieu-of-dues.

- d. An employee's choice to pay dues or payments-in-lieu-of-dues shall recommence upon reinstatement following a period of layoff or extended leave, unless such period of layoff or extended leave exceeds one year, in which case such employee shall be treated as a new bargaining unit employee pursuant to this section.

Section 2. The City will provide for payroll deduction of Union dues and fair share fees. The City shall deduct from the last paycheck in each calendar month the amount of dues and fair share fees as certified to the City by the Union in writing sufficiently in advance to allow for the City to make such deductions, and transmit to the designated officer of the Union the total amount deducted.

- a. Employees with a bona fide religious objection may request, through AFSCME Council 75, in accordance with Council policy, to pay an amount equivalent to dues to a non-religious charity of their choice. The Union will provide the City with written notice regarding any such employees so that the City may cease deducting dues or payments-in-lieu-of-dues for such employees.
- b. The Union may not change the amount of dues or payments-in-lieu-of-dues more frequently than once per fiscal year, and must provide a minimum of thirty (30) calendar days' written notice to the City and bargaining unit members of any change.
- c. Employees terminating employment shall not have dues withheld from their final paycheck.
- d. Employees shall not be required to pay dues or fair share fees for any month in which they have worked less than twenty (20) hours. The amount of dues and payments-in-lieu-of dues for other employees working less than full-time will be as outlined by Union policy and certified to the City in writing.
- e. The City will not be required to deduct dues or fair share fees for any employee if the accrued earnings of such employee are insufficient to cover the dues or fair share fee after all other legally mandated payroll deductions for the employee have been made.

Section 3. Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the dues or fair share fees must be refunded to any employee, the Union and its members shall be solely responsible for such reimbursement. In the event that any part of Article 2 shall be declared invalid the Union or the City may request to re-open Article 2 for negotiations.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a Union representative to meet with new employees for up to fifteen (15) minutes on the new employee's orientation day.

Section 5. Before the 14th of each month the Union will provide to the City a list of due and fee payers in the City of Sherwood Bargaining Unit. The City will update its records and thereafter deduct dues and fees from bargaining unit members as identified by the union. Within two weeks after receiving the Union's list the City will provide the Union with a complete list of bargaining unit members identifying those employees who are paying Union dues or fees. The timing of the exchange of lists is subject to modification by mutual agreement should the need arise.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee;
- b. A claim by the Union concerning the application of a specific provision or clause of this Agreement as it affects a specific member of the Union.

An individual employee who does not wish the Union to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Union in writing at any time. Such notice shall preclude the Union from challenging the disciplinary action in any forum. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Union desire to adjust grievances informally -- both supervisors and employees are expected to make efforts to resolve problems as they arise. The informal step in the grievance process -- Step 1 - may be waived in writing by mutual agreement of the City and the employee and/or the Union. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: To commence resolution of a grievance, the employee and/or the Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within twenty one (21) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (14) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or his/her designee within seven (7) calendar days from the date of response from the Department Head, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: If the grievance is not settled at Step 3, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. His or her decision will be subject to the preponderance of the evidence standard. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be automatically advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

Section 6. All disciplinary action imposed upon an employee in excess of a verbal reprimand may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

ARTICLE 4 - PERSONNEL FILE

Section 1. The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 3.

Upon written request by an employee, all letters of warning and reprimands will be removed from an employee's personnel file at the time permitted by OAR 166-200-0305(4)(a) and (b), unless other similar discipline has been received by the employee within the applicable retention period.

Section 4. Employees shall have the opportunity to review, and shall sign an acknowledgement that they have reviewed, any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

ARTICLE 5 – POSTING AND FILLING OF VACANCIES

Section 1. Posting of Vacancies. The City will normally post, for not less than five (5) business days, notices of job vacancies offered by the City of Sherwood for which employees may apply. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

Section 3. Reclassification. Positions which are reclassified into higher classifications may be given to the incumbent employee in the position which is to be reclassified.

Section 4. Intent. Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 10.

ARTICLE 6 - HOURS OF WORK

Section 1. Work Week / Work Day. The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

For a 36/44 work schedule the work week shall begin at the middle of the Friday shift for purposes of equalizing the work week to 40 hours per week.

The regular work day consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

Section 2. Work Schedules. The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual agreement between the employee and the City, with notification to the Union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department.

Section 3. Regular Hours. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

Section 4. Work Schedule Changes. When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change twenty eight (28) days in advance of the change for permanent changes and fourteen (14) days in advance for temporary changes, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible. A temporary change is defined as a change that will be in effect for thirty (30) days or less.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control pursuant to Section 4, above, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established under Section 3, above. The parties further agree that this premium payment will not pyramid with any overtime an employee may work during the same workweek. Actual hours worked under this section will count as hours worked towards the weekly overtime threshold.

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or longer. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. Meal periods are mandatory and not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

ARTICLE 7 - CALL BACK

Section 1. Whenever an employee is called back to perform emergency or unscheduled work, the employee shall receive a minimum of two (2) hours pay.

ARTICLE 8 – OVERTIME/COMPENSATORY TIME

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest quarter hour. Paid time off (excluding holidays) shall not count toward hours worked for purposes of overtime eligibility.

Section 2. An employee shall be paid time and one-half the employee's regular rate for authorized work during an approved PTO period if (1) the employee has both requested and been approved for such PTO more than two weeks in advance of the beginning of the PTO period, (2) the employee is subsequently required by the City to work during the approved PTO period, and (3) the employee remains scheduled to use PTO at the time the City requires the employee to commence performing such work. Such time shall be calculated to the nearest quarter hour. The employee will not be required to utilize PTO for the time actually worked during a PTO period pursuant to this section.

Section 3. Department managers and supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 4. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employees option and upon approval by the City. The compensation rate will be one and one-half (1 ½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is seventy (70) hours of compensation time. Such non-exempt employees shall receive cash payment for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

ARTICLE 9 - SENIORITY AND PROBATION PERIOD

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Employees who were previously in the bargaining unit and are promoted or transferred out of the unit may retain their previously accrued bargaining unit seniority upon voluntary return (within one (1) year) to their previous classification provided there is a vacancy and that the return is not due to disciplinary demotion or other "for cause" adverse action.

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the Union shall be notified in writing of any extension and the reasons therefore.

Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

ARTICLE 10 – LAYOFF AND RECALL

Section 1. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

Section 2. Advance notice will be provided to employees the City intends to layoff as soon as plans are finalized.

Section 3. An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment, and two (2) weeks to report if employed elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

Section 4. No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

ARTICLE 11 – WORKING OUT OF CLASSIFICATION

Section 1. When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of ten (10) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof) within a 30 day period, that employee shall be paid premium pay of five percent (5%).

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

ARTICLE 12 – BOOT REIMBURSEMENT

Section 1. Employees required to wear protective boots or boots of a specific color to be worn with a uniform, shall be reimbursed up to \$200 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to Public Works Utility Workers any OSHA/OROSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve).

Section 3. Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

ARTICLE 13 - PAID TIME OFF

Section 1. Description. The City shall provide a program of earned time off for regular full and part time employees, which can be used to meet the employees' needs or desires for paid time off from work. The program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee’s length of continuous service with the City. Full time employees shall accrue PTO each pay period at the following rate:

Yrs of Continuous Service	Accrual Rate of Pay Period	Yearly Accrual Rate	Maximum Accrual
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=> 6 years	6.46 hours	21 days	32 days
=> 9 years	7.08 hours	23 days	35 days
=> 12 years	7.69 hours	25 days	38 days
=> 15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

Section 3. Trial Employees. PTO accrued during the first six (6) months of continuous service shall not be credited as earned PTO until the employee completes the initial probationary period. Sick leave accrued shall be credited as earned sick leave after the 90th calendar day of employment.

Section 4. Maximum Accrual. Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee’s annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of one and one half times. However, the City may approve temporary accruals and carryovers of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons, that in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

Section 5. Procedure for Use of PTO.

- a. To schedule days off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible. All requests will be granted on a “first come, first served” basis. If two or more time off requests are received at the same time, then resolution of the conflicting time off request shall be based on seniority. PTO leave request, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- b. Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the normal working time in any given pay period, except for authorized overtime.

- c. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue 1.85 hours of paid sick leave for every 40 hours worked, which may only be used for absences resulting from injury or illness in excess of one (1) day, or emergency leave. Part time employees shall accrue sick leave at a prorated rate of full time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with the Family Leave Act.

Section 9. PTO Usage with Sick Leave. If an employee misses one day of work for an injury, illness or temporary disability, the first day of paid leave shall come from the bank of accrued PTO leave unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access sick leave accrual immediately. Any additional leave necessary for an injury, illness or temporary disability in excess of the first day of PTO shall come from the bank of accrued sick leave. When an employee is absent on more than one occasion for the same occurrence, only one day of PTO is required prior to utilizing paid leave from the employees' accrued bank of sick leave.

Section 10. PTO Cash-out. One time in the months of November, December or January, during the term of this Agreement any full-time represented employee may request in writing a "cash-out" of up to forty (40) hours of PTO each calendar year at the current rate of the employees pay. In order to be eligible for the "cash-out" the employee must have taken eighty (80) hours PTO within the past 12 months and must maintain a minimum of 80 hours of accrued PTO after the "cash-out". The City will approve any such PTO "cash-outs" in writing, and may disallow or reduce the "cash-out" based on the ability of City finances to absorb the costs of such. Employees will not be entitled to cash out Sick Leave at any time. Approval of such requests for PTO "cash-out" shall not be unreasonably withheld.

Section 11. On-the-Job Injury. When an employee is absent from work because of an on-the-job injury, the employee is subject to Oregon Workers' Compensation Laws, and shall not receive sick leave benefits during any period when the employee is eligible to receive workers' compensation benefits. An employee may use their sick leave during the three (3) day waiting period after the original injury, unless they are totally disabled for at least fourteen (14) consecutive calendar days or are admitted to a hospital as an inpatient within fourteen (14) days of the first

onset of total disability, in which case the employee will not be subject to the three (3) day waiting period.

Section 12. Exempt Employees' Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1st or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

ARTICLE 14 - HOLIDAYS

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Section 2. Holiday Pay. Regular full time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday or additional time off within the work week in which the holiday falls.

Section 3. Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE

Section 1. Jury Duty. Employees who are called to serve on a jury, or served with a subpoena as a witness in any court proceeding concerning a matter which is not personal to the employee, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 3. Leave with Pay. Except as otherwise established by this Agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

Section 4. Family Medical Leave. Consistent with City policy, an employee may be eligible for Family Medical Leave as defined under federal and state law. Family Medical Leave shall not exceed twelve (12) weeks within any calendar year, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA. The City shall post eligibility requirements in City Buildings as required by State Law.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the City's operations.

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

Section 5. Emergency Leave and Bereavement Leave.

- a. **Emergency Leave Generally.** When a serious illness occurs in an employee's Immediate family, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave balance. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the Department Head, setting out the terms, conditions, and length of said leave.
- b. **Emergency Leave Benefit.** Emergency leave may not exceed three (3) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of three (3) workdays not approved by the City Manager shall be treated as PTO pursuant to the Paid Time Off section, or be treated as leave without pay should all PTO be exhausted.

- c. **Bereavement Leave Generally** – Bereavement Leave will be given according to State law, which currently allows employees who have worked for the City of Sherwood for one-hundred eighty (180) calendar days, and averaged at least twenty-five (25) hours per week, to take up to two (2) weeks of bereavement leave per death of an Immediate family member. Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, or to grieve the death of the family member. Employees who wish to take bereavement leave must inform their supervisor or department director as soon as possible after receiving notification of an Immediate family member’s death. Although prior notice is not required, oral notice must be provided within twenty-four (24) hours of beginning leave. Written notice must be provided to the employer within three (3) days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; PTO time will be used if the employee has no available sick leave.

- d. **Definition.** “Immediate family” for purposes of this section is defined by State Law as periodically amended. The definition is currently: spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the City by making requests for such leave in a manner which will minimize interference with the City’s operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or enjoyed during the period of unpaid Union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.).

ARTICLE 16 - LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to any regular employee by the City Manager for any period of time up to twelve (12) months for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City.

Section 2. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee's department head, and referred to the City Manager with the department head's

recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

Section 3. Return to Work. Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment within the City. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

Section 4. Benefits. If an employee is on approved FMLA or OFLA leave, the City will continue the employee's health coverage on the same terms as if the employee had continued to work. Employees wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of coverage. When an employee enters leave without pay status or when pay is insufficient to cover the cost of the employee's portion of premiums, the employee must decide to pre-pay the premiums, incur a debt, or terminate enrollment. The employer **must receive notice of the employee's decision** as soon as the employee becomes aware that his/her pay is insufficient to cover the cost of premiums. If an employee elects to pre-pay premiums, they must be paid to the City's Finance Department by the premium due date. Failure to do so, will result in the employee incurring a debt. When an employee incurs a debt for premiums due while on approved FMLA or OFLA leave, the City will pay both the employer and employee portions. In return, the employee agrees to repay the City for the employee's portion of the premiums paid on their behalf once the employee returns to pay status, at a rate of one and one-half times of the current premium due, until the debt has been paid in full. If the employee terminates employment before the debt has been satisfied, the debt will be collected by withholdings from any salary payments from the City, or recovered by payment of a lump sum from the employee.

Section 5. Re-employment. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, if the employee's anniversary date fell during a leave without pay period, the employees' anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

Section 6. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

ARTICLE 17 - RETIREMENT

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire. The City shall pay the employee's contribution in addition to the City's share of the cost of the retirement plan for each employee. Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

ARTICLE 18 - BULLETIN BOARDS

Section 1. The City agrees to allow the Union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

ARTICLE 19 – STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. An authorized Union representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

The City agrees that accredited representatives of AFSCME may have access to employees in the bargaining unit during business hours, provided the employee and the representative are not on City time and the representative has received managerial approval to be in City facilities. Such access may be permitted on a case by case basis without loss of pay when the City determines, in its sole discretion, that such access is in the best interests of the City and does not interfere with the normal operations of the department.

ARTICLE 20 – INSURANCE

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, alternative care, hearing aids and orthodontics and vision insurance coverage for all regular full-time employees and regular part-time employees who work 20 or more hours per week. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency. The City will pay 90% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. City contributions for part-time employees shall be pro-rated in accordance with City policy.

Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full time employee at one and one-half (1 ½) times the employee's annual salary, \$75,000 maximum.

Section 3. Regular, full time employees may enroll in a program of long term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee. Short term disability insurance will be offered and is 100% employee paid.

Section 4. An optional accidental death and dismemberment plan for all regular, full time employees shall be offered by the City which is equivalent to the current Hartford AD&D plan. Premiums for this plan will be paid for by the employee.

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

- a. Disciplinary action shall include only the following: Oral reprimand; written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- c. Disciplinary action imposed upon an employee, other than oral reprimand, may be processed as a grievance through the regular grievance procedure.

ARTICLE 22 -- COMPENSATION

Section 1. Wage Scales. Effective July 1, 2018, increase the wage scale across the board (by applying the percentage increase to the first step and maintaining existing ratios between steps as shown in Schedule A) by three percent (3%) The wage scale attached as Exhibit A reflects wages prior to the above-described increase.

Effective July 1, 2019, increase the wage scale across the board (by applying the percentage increase to the first step and maintaining existing ratios between steps as shown in Schedule A.), by a percentage equal to the CPI-W, West Index (Annual Average) for the preceding calendar year, provided that the increase shall not be less than 2% in any year.

Section 2. Salary Steps. All step increases within the salary schedule established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will correspond with the employee's anniversary date and will include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive his/her annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory and any step increase due will be granted retroactively to the employee's anniversary date.

Section 3. Two-Step Increments. Employees hired before July 1, 2018 and who have satisfactorily completed five (5) years within the City will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

Section 4. Longevity Compensation. Employees who have worked in any position at the City for each of the specified periods of consecutive years set forth in the table below have the option of choosing the specified amount of either paid time off or a cash bonus to be received one time in the applicable anniversary fiscal year.

Anniversary Year	Paid Leave	OR	Cash Bonus
10 years of service	1 day		\$250
15 years of service	3 days		\$500
20 years of service	5 days		\$1,000

Employees who have been at step 13 in the Salary Schedule for four (4) consecutive years shall receive a 3% increase in their pay as shown for longevity in Exhibit A.

Section 5. Leave without pay extension. Unless otherwise prohibited by law, the performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be extended until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period. The anniversary date will be changed by the same amount of the time of the leave without pay.

Section 6. Expense reimbursement. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 7. Certifications. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 8. Promotion. Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employees former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 9. Reclassification. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employees former salary step.

Section 10. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

ARTICLE 23 – SAVINGS CLAUSE

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, and to bring it into conformance. The parties agree that the Labor Agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

ARTICLE 24 – MANAGEMENT RIGHTS

Section 1. The Union recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the City and its departments; determining standards and levels of service and methods of operation, including subcontracting, where Union members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Union, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement.

ARTICLE 25 – CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Union's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the City.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

ARTICLE 26 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and AFSCME Council 75 resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and AFSCME Council 75 where mutually agreeable.

ARTICLE 27 – TERM OF AGREEMENT

Section 1. This Agreement shall be effective on July 1, 2018, and shall remain in full force and effect until June 30, 2021.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st that it wishes to modify the Agreement.

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL
1777**

FOR THE CITY OF SHERWOOD

Philip Smith, Local 1777 President

Joe Gall, City Manager

Date

Date

Frank Vehafric, Council Representative

Tom Pessemier, Assistant City Manager

Date

Date

Exhibit A - Represented Salary Schedule 2018-19 (Before COLA increase)

Pay Group	Job Title	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	*Longevity
		1	2	3	4	5	6M	7	8	9	10	11	12	13	
			2.50%	2.50%	2.50%	2.50%	2.50%	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	3.00%
500	Library Page	\$12.82	\$13.14	\$13.46	\$13.80	\$14.15	\$14.50	\$14.79	\$15.09	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25	\$16.74
	Recreation Assistant	\$26,657	\$27,323	\$28,007	\$28,707	\$29,424	\$30,160	\$30,763	\$31,378	\$31,849	\$32,327	\$32,812	\$33,304	\$33,804	\$34,818
600	None	\$14.74	\$15.11	\$15.48	\$15.87	\$16.27	\$16.68	\$17.01	\$17.35	\$17.61	\$17.87	\$18.14	\$18.41	\$18.69	\$19.25
700	Library Assistant I	\$16.21	\$16.62	\$17.03	\$17.46	\$17.90	\$18.34	\$18.71	\$19.08	\$19.37	\$19.66	\$19.96	\$20.25	\$20.56	\$21.18
	Administrative Assistant I	\$33,721	\$34,564	\$35,428	\$36,314	\$37,222	\$38,152	\$38,915	\$39,694	\$40,289	\$40,894	\$41,507	\$42,130	\$42,761	\$44,044
800	Administrative Assistant II	\$18.64	\$19.11	\$19.59	\$20.08	\$20.58	\$21.09	\$21.52	\$21.95	\$22.28	\$22.61	\$22.95	\$23.29	\$23.64	\$24.35
	Library Assistant II	\$38,779	\$39,749	\$40,743	\$41,761	\$42,805	\$43,875	\$44,753	\$45,648	\$46,333	\$47,028	\$47,733	\$48,449	\$49,176	\$50,651
	Maintenance Worker I														
900	City Records Technician	\$20.32	\$20.83	\$21.35	\$21.88	\$22.43	\$22.99	\$23.45	\$23.92	\$24.28	\$24.64	\$25.01	\$25.39	\$25.77	\$26.54
	Engineering Tech I	\$42,269	\$43,326	\$44,409	\$45,520	\$46,658	\$47,824	\$48,781	\$49,756	\$50,502	\$51,260	\$52,029	\$52,809	\$53,601	\$55,210
	Finance Technician I														
	Court Clerk I														
	Permit Specialist														
	Kitchen Coordinator														
	Recreation Specialist														
	Utility Billing Technician														
1000	Police Records Specialist	\$21.95	\$22.50	\$23.06	\$23.64	\$24.23	\$24.83	\$25.33	\$25.83	\$26.22	\$26.62	\$27.02	\$27.42	\$27.83	\$28.67
	Maintenance Worker II	\$45,651	\$46,792	\$47,962	\$49,161	\$50,390	\$51,650	\$52,683	\$53,737	\$54,543	\$55,361	\$56,191	\$57,034	\$57,890	\$59,626
	Engineering Program Associate														
1100	Court Clerk II	\$23.70	\$24.30	\$24.90	\$25.53	\$26.16	\$26.82	\$27.35	\$27.90	\$28.32	\$28.75	\$29.18	\$29.61	\$30.06	\$30.96
	Engineering Tech II	\$49,303	\$50,536	\$51,799	\$53,094	\$54,421	\$55,782	\$56,898	\$58,036	\$58,906	\$59,790	\$60,687	\$61,597	\$62,521	\$64,396
	Finance Technician II														
	Lead Permit Specialist														
	Lead Utility Billing Tech														
	Librarian I														
	Maintenance Worker III														
	Mechanic														
	Planning Coordinator														
	Program and Event Coordinator														
	City Volunteer Coordinator														
1200	Asset Management Specialist	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26	\$28.96	\$29.54	\$30.13	\$30.59	\$31.04	\$31.51	\$31.98	\$32.46	\$33.44
	Assistant Planner	\$53,247	\$54,579	\$55,943	\$57,342	\$58,775	\$60,245	\$61,449	\$62,678	\$63,619	\$64,573	\$65,541	\$66,525	\$67,522	\$69,548
	Code Compliance/Evidence Tech														
	Lead Maintenance Worker														
1300	Accountant	\$28.42	\$29.13	\$29.85	\$30.60	\$31.37	\$32.15	\$32.79	\$33.45	\$33.95	\$34.46	\$34.98	\$35.50	\$36.03	\$37.11
	Associate Planner	\$59,105	\$60,582	\$62,097	\$63,649	\$65,240	\$66,871	\$68,209	\$69,573	\$70,617	\$71,676	\$72,751	\$73,842	\$74,950	\$77,198
	Engineering Associate I														
	Environmental Program Coordinator														
	GIS Programmer/Analyst														
	Librarian II														
	Technical Services Librarian														
1400	No current positions	\$30.40	\$31.16	\$31.94	\$32.74	\$33.56	\$34.40	\$35.09	\$35.79	\$36.33	\$36.87	\$37.42	\$37.99	\$38.56	\$39.71
		\$63,242	\$64,823	\$66,444	\$68,105	\$69,807	\$71,552	\$72,983	\$74,443	\$75,560	\$76,693	\$77,844	\$79,011	\$80,196	\$82,602
1500	Senior Planner	\$32.84	\$33.66	\$34.50	\$35.36	\$36.25	\$37.15	\$37.90	\$38.65	\$39.23	\$39.82	\$40.42	\$41.03	\$41.64	\$42.89
		\$68,301	\$70,009	\$71,759	\$73,553	\$75,392	\$77,277	\$78,822	\$80,399	\$81,605	\$82,829	\$84,071	\$85,332	\$86,612	\$89,210

* Longevity 3% after 4 years at Step 13

Letter of Agreement

Background

AFSCME Local 1777 (AFSCME) and the City of Sherwood (City) have entered into a Collective Bargaining Unit Agreement (Agreement) effective July 1, 2018; and

A new Salary Schedule based largely on the Compensation Study performed by McGrath Consultants has been adopted as part of that Agreement; and

In order to implement the new Salary Schedule certain items must be agreed to by the City and AFSCME.

Agreement

Effective for the first payroll after July 1, 2018, AFSCME and the City of Sherwood agree that the following steps will be taken to implement the Salary Schedule, in the order below:

1. Current classifications will be assigned new classification names (as applicable) and pay ranges as set forth in Attachment A.
2. Current employees with pay rates at or below Step 2 of their new pay range will be placed on Step 2 of the new salary schedule.
3. Employees above Step 2 are placed on the step closest to their current salary without a decrease.
4. Employees who have been employed for more than four (4) years but less than ten (10) years will receive a one-time, one (1) step increase.
5. Employees who have been employed for more than ten (10) years will receive a one-time, two (2) step increase.
6. After employees are placed on the salary schedule the wage increase from Article 22 Section 1 will be applied.

FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL 1777

FOR THE CITY OF SHERWOOD
22560 SW Pine St.
Sherwood, OR 97140

Frank Vehafric, Council Representative

Joseph Gall, City Manager

Philip Smith, Local 1777 President

Tom Pessemier, Assistant City Manager

Date

Date

Attachment A - Letter of Agreement						
DEPARTMENT	CURRENT JOB TITLE	NEW JOB TITLE	Job Title Change	New Job Description	CURRENT PAY GROUP	Final Pay SERIES
Library	Library Page I	Library Page	Y	N	1	500
Art Center	Recreation Assistant	Recreation Assistant			1	500
Field House	Recreation Assistant	Recreation Assistant			1	500
Library	Library Assistant I	Library Assistant I			3	700
Finance	Administrative Assistant I	Administrative Assistant I			3	700
Building	Administrative Assistant II	Administrative Assistant II			4	800
Finance	Administrative Assistant II	Administrative Assistant II			4	800
Public Works	Administrative Assistant II	Administrative Assistant II			4	800
Library	Library Assistant II	Library Assistant II			4	800
Public Works	Maintenance Worker I	Maintenance Worker I			4	800
City Recorder	Administrative Assistant II	City Records Technician	Y	Y	4	900
Engineering	Engineering Tech I	Engineering Tech I			5	900
Building	Permit Specialist	Permit Specialist			6	900
Finance	Finance Technician I	Finance Technician I			5	900
Court	Court Clerk I	Court Clerk I			5	900
Senior Center	Kitchen Coordinator	Kitchen Coordinator			5	900
Field House	Recreation Specialist	Recreation Specialist			3	900
Utility Billing	Utility Billing Technician	Utility Billing Technician			5	900
Police Department	Police Records Specialist	Police Records Specialist			5	1000
Public Works	Maintenance Worker II	Maintenance Worker II			5	1000
Engineering	Permit Specialist	Engineering Program Associate	Y	Y	6	1000
Court	Court Clerk II	Court Clerk II			6	1100
Engineering	Engineering Tech II	Engineering Tech II			6	1100
Finance	Finance Technician II	Finance Technician II			6	1100
Building	Lead Permit Specialist	Lead Permit Specialist			6	1100
Utility Billing	Lead Utility Billing Tech	Lead Utility Billing Tech			6	1100
Library	Librarian I	Librarian I			6	1100
Public Works	Maintenance Worker III	Maintenance Worker III			6	1100
Public Works	Mechanic	Mechanic			6	1100
Planning	Planning Program Coordinator	Planning Coordinator	Y	N	6	1100
Art Center	Program and Event Coordinator	Program and Event Coordinator			6	1100
Volunteers	Volunteer Coordinator	City Volunteer Coordinator	Y	N	6	1100
Public Works	Asset Management Specialist	Asset Management Specialist			7	1200
Planning	Assistant Planner	Assistant Planner			7	1200
Police Department	Code Compliance/Evidence Tech	Code Compliance/Evidence Tech			6	1200
Public Works	Lead Maintenance Worker	Lead Maintenance Worker			7	1200
Finance	Accountant	Accountant			7	1300
Planning	Associate Planner	Associate Planner			8	1300
Engineering	Engineering Associate I	Engineering Associate I			8	1300
Public Works	Environmental Program Coordinator	Environmental Program Coordinator			8	1300
Public Works	GIS Programmer/Analyst	GIS Programmer/Analyst			6	1300
Library	Librarian II	Librarian II			7	1300
Library	Technical Services Librarian	Technical Services Librarian			7	1300
Planning	Senior Planner	Senior Planner			10	1500