



RESOLUTION 2024-017

RATIFYING COLLECTIVE BARGAINING AGREEMENT WITH AFSCME

WHEREAS, the City Attorney has completed Collective Bargaining Agreement (CBA) negotiations with the American Federation of State, County, and Municipal Employees (AFSCME); and

WHEREAS, staff is now recommending that Council adopt a resolution approving the tentative agreement; and

WHEREAS, Council has reviewed the tentative agreement attached hereto as Exhibit 1 and determined that approval is appropriate.

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

Section 1. The tentative agreement with AFSCME attached hereto as Exhibit 1 is hereby approved.

Section 2. The City Manager Pro Tem is hereby authorized and directed to take such steps as are necessary to effectuate final approval and execution of the Collective Bargaining Agreement with AFSCME consistent with this resolution and Exhibit 1.


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

Duly passed by the City Council this 19th day of March 2024.



Kim Young, Council President

Attest:



Sylvia Murphy, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

Expires June 30, 2026

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 – DUES DEDUCTION	1
ARTICLE 3 - GRIEVANCE PROCEDURE	2
ARTICLE 4 - PERSONNEL FILE	5
ARTICLE 5 – POSTING AND FILLING OF VACANCIES.....	5
ARTICLE 6 - HOURS OF WORK	6
ARTICLE 7 - CALL BACK	7
ARTICLE 8 – OVERTIME/COMPENSATORY TIME.....	8
ARTICLE 9 - SENIORITY AND PROBATION PERIOD	8
ARTICLE 10 – LAYOFF AND RECALL	9
ARTICLE 11 – WORKING OUT OF CLASSIFICATION	10
ARTICLE 12 –UNIFORM AND TRAINING REIMBURSEMENT	11
ARTICLE 13 - PAID TIME OFF	11
ARTICLE 14 – HOLIDAYS.....	14
ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE	15
ARTICLE 16 - LEAVE WITHOUT PAY	17
ARTICLE 17 - RETIREMENT	18
ARTICLE 18 - BULLETIN BOARDS	18
ARTICLE 19 – STEWARDS	18
ARTICLE 20 – INSURANCE	19
ARTICLE 21 - DISCIPLINE AND DISCHARGE	20
ARTICLE 22 -- COMPENSATION.....	22
ARTICLE 23 – SAVINGS CLAUSE.....	24
ARTICLE 24 – MANAGEMENT RIGHTS.....	24
ARTICLE 25 – CONTINUITY OF SERVICES	25
ARTICLE 26 – CLOSURE.....	25
ARTICLE 27 – LABOR MANAGEMENT COMMITTEE	26
ARTICLE 28 - TERM OF AGREEMENT	26

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 annual 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. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and Employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and Union

- a. Employees who authorize the City to deduct monthly Union dues from their pay will sign an authorization card provided by the Union, and such dues will be paid to the Union. The authorization card shall contain the terms and conditions of membership. The Union will provide a monthly list to the City of employees who have authorized the deduction of union dues. The City will deduct dues on behalf of all employees who appear on the list provided to the City. Employees seeking to withdraw their authorization are subject to the terms and conditions of their Union membership.
- b. Employees who return to work upon separation of employment or layoff will be treated as new employees and provided the opportunity to authorize the City to deduct Union dues.

Section 2. The City will provide for payroll deduction of Union dues. The City shall deduct from the last paycheck in each calendar month the amount of dues 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. The Union may not change the amount 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.
- b. Employees terminating employment shall not have dues withheld from their final paycheck.

- c. Employees shall not be required to pay dues for any month in which they have worked less than twenty (20) hours. The amount of dues for other employees working less than full-time will be as outlined by Union policy and certified to the City in writing.
- d. The City will not be required to deduct dues for any employee if the accrued earnings of such employee are insufficient to cover the dues 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.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within ten (10) calendar days from 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 thirty (30) minutes within 30 days of hire.

Section 5. Before the 14th of each month the Union will provide to the City a list of dues 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 Union will review the list sent by the City and will timely notify the City of any errors it discovers on the list. 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.

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 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: Mediation: If the Union is not satisfied with the decision provided by the City Manager at Step 3, the Union may submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

Step 5: If the grievance is not settled at Step 4, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within thirty (30) 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. The Union will strike first.

In the event the City seeks to grieve a matter with the Union, the City will follow the same general steps respectively by first attempting to resolve informally with the local union steward. If not resolved, the City will initiate a formal grievance submitted to the Union Representative at Step 2. If not mutually resolved, the City may proceed to mediation/arbitration following the same general timing.

Section 4. The arbitrator shall set a hearing date and a decision is preferred within thirty (30) calendar days after the conclusion of the hearing. The 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. 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.

In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments firsts, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

Section 6. All disciplinary actions, as defined in Article 21(a), imposed upon an employee 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, written 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 period. Post removal from an employee's personnel file, the City may retain records for other legal purposes such as defense of civil claims, impeachment or for compliance with records retention laws.

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. Posting will be via email, the City's web site, and on a designated bulletin board in each City building. 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 shall be given to the incumbent employee in the position which is to be reclassified

provided the incumbent employee meets the minimum qualifications for the reclassified position.

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 forty (40) hours per week. Consistent with FLSA, employees working this schedule will work a regular 40-hour work week with a half day at noon Friday, and the new work week begins the same day at 12:01.

The regular workday 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 will be provided as much advance notice as possible and, 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 for emergency schedule changes will count as hours worked towards the weekly overtime threshold including PTO or sick leave usage.

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 at a City facility or work site outside a scheduled work period, the employee shall receive a minimum of two (2) hours pay at time and one-half. This provision does not apply to remote work situations. Employees asked and approved to

perform customer service or similar functions that do not require the employee to travel to a City facility or worksite outside of scheduled work periods shall receive a minimum of one-half (.5) hours pay at time and one-half. 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.

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 minute. Paid time off (excluding holidays) including but not limited to City closure, shall not count toward hours worked for purposes of overtime eligibility. This provision does not apply to classifications that are FLSA exempt.

Section 2. PTO Time Off cancellation: An employee shall be paid overtime as time and one-half the employee's regular rate for authorized work performed 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 employee's option and upon approval by the City. The compensation rate will be one and one-half (1½) 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 compensation 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, is separated from employment, 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. The City may also toll a probationary period in order to have a full observation period in the event an employee is on extended leave of more than twenty (20) work days in total during the probationary period.

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. The City will notify employees subject to layoff with at least thirty (30) calendar days' notice.

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 five (5) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof) within a thirty (30) day period, that employee shall be paid premium pay of five percent (5%) of base hourly rate for regular hours those hours assigned.

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 –UNIFORM AND TRAINING REIMBURSEMENT

Section 1. After successful completion of probation, Employees required to wear protective boots or boots of a specific color to be worn with a uniform, shall be reimbursed up to \$260 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to employees whose work is predominately performed in the field any OSHA/OSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve). Effective FY 22-23, eligible employees are permitted to select their choice of pants as purchased using a City P-card limited to a one-time amount of up to \$215 a year. New employees completing their probationary period are eligible up to \$350 one-time amount.

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.

Section 4. The City, in its sole discretion, may provide employees with external training to achieve their Commercial Driver's License (CDL). Employees who participate in the training program will be expected to remain employed by the City for four years following such training. To the extent an employee leaves the City prior to the expiration of four years, the employee shall have the following percentage costs of training deducted from their final paycheck:

Year 1	100%
Year 2	75%
Year 3	50%
Year 4	25%

This provision shall not apply to employees who are laid off for lack of work, employees who resign or retire for medical reasons, or employees who retire. The City manager, in their discretion, may waive payment when extenuating circumstances so require.

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:

Years 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. 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 4. Sabbatical leave. Employees shall earn eighty (80) hours of sabbatical leave to be taken in conjunction with an equivalent amount of PTO leave from the employee's bank in the applicable anniversary fiscal year beginning on the employee's twentieth (20th) anniversary year of service and every fifth (5th) year thereafter. Unused sabbatical time shall not carry over. Sabbatical leave shall be used in a single block taken with an equivalent amount of PTO once in the eligibility year. It is the responsibility of employees to ensure that they have enough PTO accrued to be eligible for the amount of sabbatical leave they request. Employees who have passed their twentieth (20th)

anniversary date at the effective date of this agreement shall be immediately eligible for sabbatical leave, however, in no event shall an employee take more than one sabbatical within a three-year period.

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 3.70 hours of paid sick leave for each pay period worked, 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. Employees may use accrued PTO leave for sick leave purposes only upon expiration of all accrued sick leave consistent with PTO use requirements.

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
Juneteenth	June 19th
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. Consistent with Article 8, holiday pay in this section counts as hours worked for the purposes of overtime eligibility.

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.

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, shall be allowed time off from work without loss of pay or accrued benefits. Employees subpoenaed in the scope of their employment will provide a copy of the subpoena to their supervisor and consult with the supervisor to schedule their appearance. Attendance to matters under subpoena within the scope of an employee's employment will be on paid time. 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 or other related leaves 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. Employees are encouraged to contact Human Resources for more information.

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. Bereavement Leave.

- a. **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 (80 hours) of bereavement leave per death of a 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 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. Use of OFLA bereavement leave must be within 60 days of passing. Under exceptional circumstances, the City Manager may grant use of additional bereavement leave after the 60 days' notice of passing. Employees are required to use any available accrued leave during the period of bereavement leave; unpaid leave will be used if the employee has no available accrued leave.
- b. **Definition.** "Family Member" for purposes of this section is defined by State Law as periodically amended. (OAR 839-009-0210) The definition includes: spouse, same-gender registered domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, 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.) consistent with ORS 243.804.

ARTICLE 16 - LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to any regular employee by the City Manager for an extended but limited period 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 consistent with the best business interest of the City and applicable law.

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 separation of 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 consistent with applicable law on the same terms as if the employee had continued to work. Employees will be responsible for payment of any cost share for insurance contributions. 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 or incur a debt. The employer must receive notice of the employee's decision as soon as the employee becomes aware that their 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, consistent with applicable law. The

provisions of this section are considered a written agreement between the Union and employee for the purposes of payroll deduction.

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 employee's 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, PTO and accrued 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 subject to PERS rules and regulations.

The City shall pay the employee's contribution (Employee "Pick Up") in addition to the City's share of the cost of the retirement plan for each employee, subject to PERS rules and regulations.

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 designated 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. Stewards are allowed reasonable time on duty with pay when attending meetings with the City for negotiating labor agreements, adjusting grievances or when engaged in union activities as permitted by ORS 243.798(1)(a-g), with the understanding that engaging in such activities will not result in overtime payments. For the purpose of this Section, "reasonable time" is defined as the time necessary under the circumstances for a reasonably prudent and diligent person to do, conveniently, what is required to be done, without unreasonable disruption of employee work performance based on operations. The parties recognize that bargaining and union activities may occur outside normal work hours, and such time is not compensable. Employees will record on their timecards the time spent engaged in union activity during work hours and provide their supervisors reasonable advanced notice. Concerns or disputes about the reasonable use of time on duty will be handled through labor management meetings, and if not resolved, will defer and be limited to the grievance process.

The City agrees that AFSCME representatives may have access to employees in the bargaining unit during business hours, provided the employee and the representative have received approval through Human Resources to be in City facilities. Such access should 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 twenty (20) or more hours per week. The parties acknowledge that changes in benefits within a plan by the insurance carrier are beyond the control of the parties and not subject to mid-term bargaining. The parties agree that the terms, conditions, and extent of the City's group insurance programs may be modified to a comparable plan at any time by action of the City Council or the insuring agency. The City will provide at least 90 days' notice.

Premium Cost Share. 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. Full-time employees will pay the remainder. 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.

HRA/VEBA. The City will continue to contribute \$35 per pay period to each employee's individual HRA/VEBA account. HRA/VEBA fees are the responsibility of the employee.

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 (1½) 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. Contributions are at the expense of the employee.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to, when needed, 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: written reprimand; suspension without pay; demotion; or discharge.
- b. Corrective Actions and Counseling:

Forms of evaluation, corrective actions or counseling, such as oral warnings, written directives and work improvement plans, are not considered formal discipline but are less formal means of resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. These forms of corrective actions and counseling will be clearly labeled and can be maintained in the supervisory file to be reviewed and removed from the supervisory file every 18 months from date of imposition.

A matter that is removed from the supervisory file may be used for civil purposes and notice of rule. The employee may provide a written rebuttal to a counseling action if provided within twenty-one (21) calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

- c. 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.
- d. Disciplinary action imposed upon an employee, may be processed as a grievance through the regular grievance procedure.
- e. Due Process.

In the event the City believes an employee may be subject to formal discipline, the following procedural due process shall be followed:

Investigatory Interviews: In the event the employer intends to conduct a disciplinary investigatory interview of the employee, the City will give at least twenty-four (24) hours' notice of interview to the employee, Union President and AFSCME Representative. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to a Union representative present. Investigatory interviews will not be unduly delayed to accommodate for any particular Union representative.

Prior to imposition of an economic sanction, the City will provide written notice to the employee, Union President and AFSCME Representative of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

- f. Probationary Employee.

This Article shall not apply to any employee on probation as defined in this Agreement. Probationary employees may not grieve disciplinary actions or dismissal.

ARTICLE 22 -- COMPENSATION

Section 1. Wage Scales.

Effective July 1, 2024, the City shall institute a new pay scale of seven (7) steps. Step 1 shall be the existing step 1 wage in effect for each pay range on June 30, 2024. Step 7 shall be the existing step 13 wage in effect for each pay range on June 30, 2024. There shall be a 4% increment between each step. Employees shall be placed on the lowest step which is equal to or higher than their pay rate in effect on June 30, 2024.

Effective July 1, 2024, the wage scale is increased at Step 1 by 4% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Effective July 1, 2025, the wage scale will be increased by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2024, with a minimum 2% and a maximum 4.5% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Schedule A, Wages, reflects the hourly rate of pay for each classification. The yearly salary presented is for references purposes only based on a regular schedule of 2080 hours per 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 their 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. Longevity Compensation. Effective the pay period following execution of this agreement, 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 will receive a one-time accrual of paid leave in the applicable anniversary fiscal year.

Anniversary Year	Paid Leave
10 years of service	1 day

15 years of service	3 days
---------------------	--------

Employees who have been at step 7 in the Salary Schedule for four (4) consecutive years shall receive a 3% increase in their base pay as shown for longevity in Exhibit A.

Section 4. Leave Without Pay Extension. Unless otherwise restricted 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 5. Expense reimbursement. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 6. Certifications. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 7. Promotion. A promotion is intended as an opportunity for an employee to apply for a vacant position within the bargaining unit which includes application by the employee, candidate review, and a competitive process, if offered. Promotions require a probationary period before receiving a step increase (Article 22.10). 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 employee's former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 8. Reclassification. Reclassification is when the City reassigns an existing classification to a different classification with a higher, lower, or lateral range of pay steps either by a classification review or upon the City's own initiative to reclassify positions based on a review of assigned job duties, qualifications and operational need. A reclassification does not have a probationary period and an employee's anniversary date is not changed. 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 employee's former salary step.

Section 9. 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.

Section 10: Bilingual Pay. For those classifications determined by the City reflecting an operational need or basis to speak Spanish or American Sign Language (ASL), those employees within those classifications who can demonstrate the ability to speak Spanish or ASL at a sufficient proficiency level as determined by the City will receive a premium incentive of \$50 per pay period. The employee shall be subject to language skill testing as directed by the City.

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 – LABOR MANAGEMENT COMMITTEE

The parties acknowledge that meetings between the City Management and Union leadership may be beneficial to discuss workplace matters in efforts of establishing and maintaining a cooperative labor partnerships.

The parties agree to meet quarterly, as requested, or more frequently upon agreement, for the purposes of discussing current concerns and matters related to work. These meetings are non-binding and not considered negotiations. Parties are not precluded from resolving concerns mutually either informally or by written agreement. The Union may have up to three (3) designees to attend on paid time. Meeting times will be scheduled mutually. Union participation on the committee does not waive any rights under PECBA.

ARTICLE 28 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2026.

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

Phillip Smith, Local 1777 President

Craig Sheldon, City Manager Pro Tem

Date: _____

Date: _____

pursuant to resolution by City Council

Tammy Steffens, Local 1777 Secretary

Date: _____

Casey Jennett, AFSCME

Date: _____

Exhibit A - AFSCME Represented Salary Schedule 2024-25									
Pay Group	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	*Longevity
			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%
500	Library Page	\$16.27	\$16.92	\$17.59	\$18.30	\$19.03	\$19.79	\$20.62	\$21.24
	Recreation Assistant	\$33,832	\$35,186	\$36,593	\$38,057	\$39,579	\$41,162	\$42,892	\$44,179
600	No current positions	\$18.70	\$19.45	\$20.23	\$21.03	\$21.88	\$22.75	\$23.71	\$24.42
		\$38,894	\$40,450	\$42,068	\$43,751	\$45,501	\$47,321	\$49,318	\$50,797
700	Administrative Assistant I	\$20.56	\$21.38	\$22.24	\$23.13	\$24.05	\$25.02	\$26.07	\$26.85
	Library Assistant I	\$42,766	\$44,477	\$46,256	\$48,106	\$50,031	\$52,032	\$54,217	\$55,844
800	Administrative Assistant II	\$23.66	\$24.61	\$25.59	\$26.61	\$27.68	\$28.79	\$30.00	\$30.90
	Library Assistant II	\$49,213	\$51,181	\$53,229	\$55,358	\$57,572	\$59,875	\$62,395	\$64,267
	Maintenance Worker I								
900	City Records Technician	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15	\$31.35	\$32.68	\$33.66
	Court Clerk I	\$53,604	\$55,748	\$57,978	\$60,297	\$62,709	\$65,218	\$67,972	\$70,011
	Engineering Technician I								
	Finance Technician I								
	Kitchen Coordinator								
	Permit Specialist								
	Planning Technician								
	Recreation Specialist								
	Telecommunications Utility Worker I								
	Utility Billing Technician								
1000	Maintenance Worker II	\$27.85	\$28.97	\$30.12	\$31.33	\$32.58	\$33.89	\$35.32	\$36.38
	Police Records Specialist	\$57,930	\$60,248	\$62,658	\$65,164	\$67,770	\$70,481	\$73,467	\$75,671
1100	Broadband Install Tech	\$30.08	\$31.28	\$32.53	\$33.83	\$35.19	\$36.59	\$38.14	\$39.28
	City Volunteer Coordinator	\$62,560	\$65,062	\$67,665	\$70,371	\$73,186	\$76,113	\$79,324	\$81,704
	Court Clerk II								
	Engineering Program Associate								
	Engineering Technician II								
	Finance Technician II								
	Lead Billing Technician								
	Lead Permit Specialist								
	Librarian I								
	Maintenance Worker III								
	Mechanic								
	Planning Coordinator								
	Program and Event Coordinator								
	Telecommunications Utility Worker II								
	Records Management Coordinator								
1200	Asset Management Specialist	\$32.48	\$33.78	\$35.13	\$36.53	\$38.00	\$39.52	\$41.19	\$42.42
	Assistant Planner	\$67,557	\$70,259	\$73,069	\$75,992	\$79,032	\$82,193	\$85,668	\$88,238
	Code Compliance Officer								
	Engineering Technician III								
	Lead Maintenance Worker								
1300	Accountant	\$36.05	\$37.49	\$38.99	\$40.55	\$42.17	\$43.86	\$45.70	\$47.07
	Associate Planner	\$74,977	\$77,976	\$81,095	\$84,338	\$87,712	\$91,220	\$95,056	\$97,908
	Building Inspector-Plans Examiner II								
	Engineering Associate I								
	Environmental Program Coordinator								
	GIS Programmer/Analyst								
	Lead Telecommunications Utility Worker								
	Librarian II								
	Technical Services Librarian								
1400	Building Inspector-Plans Examiner III	\$38.57	\$40.12	\$41.72	\$43.39	\$45.13	\$46.93	\$48.91	\$50.38
	Senior Accountant	\$80,233	\$83,442	\$86,780	\$90,251	\$93,861	\$97,616	\$101,728	\$104,780
1500	Senior Planner	\$41.66	\$43.33	\$45.06	\$46.86	\$48.74	\$50.69	\$52.83	\$54.41
		\$86,658	\$90,124	\$93,729	\$97,478	\$101,377	\$105,432	\$109,879	\$113,175
* Longevity 3% after 4 years at Step 7									

Schedule A