



Resolution 2004-104

A RESOLUTION TO RATIFY THE CONTRACT AGREEMENT BETWEEN THE CITY OF SHERWOOD AND AFSCME LOCAL 1777; AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND AFSCME LOCAL 1777;

WHEREAS, the City of Sherwood and AFSCME Local 1777 have been bargaining since September 2003 on an initial contract and reached tentative agreement in a final mediation session in November 2004; and,

WHEREAS, the City of the City of Sherwood and AFSCME Local 1777 have tentatively agreed to a package settlement of all outstanding issues relating to collective bargaining between the parties; and,

WHEREAS, the tentative agreement will remain tentative until ratified by each party and will be effective upon execution and remain in effect through June 30, 2006; and

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

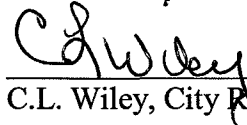
Section 1. This agreement is approved and ratified by the Sherwood City Council and is approved for adoption. A tentative Agreement Summary is attached as "Exhibit A", and;

Section 2: The City Manager is hereby authorized to sign the collective bargaining agreement between the City of Sherwood and AFSCME Local 1777.

Duly passed by the City Council this 14th day of December 2004.


Mark O. Cottle, Mayor

ATTEST:


C.L. Wiley, City Recorder

City of Sherwood/AFSCME Local 1777 Tentative Agreement

The City of Sherwood and AFSCME Local 1777 have tentatively agreed to the following package settlement of all outstanding issues relating to collective bargaining between the parties. Each party agrees to favorably recommend this package settlement to its respective constituents for ratification. This tentative agreement will remain tentative until ratified by each party.

1. All tentative agreements to date (Preamble, Articles 1, 3, 4, 5, 6, 9, 15, 16, 18, 19, 21, and 33).
2. Article 2 (Dues Deduction) – City 11/15/04 proposal (See attached).
3. Article 7 (Call back/Standby) – Union 8/23/04 proposal (See attached).
4. Article 8 (Overtime/Compensatory) – Union 8/23/04 proposal (See attached).
5. Article 10 (Layoff/Recall) – Union 8/23/04 proposal (See attached).
6. Article 11 (Working Out of Class) – Union 8/23/04 proposal (See attached).
7. Article 12 (Boot Reimbursement) – Union 8/23/04 proposal (See attached).
8. Article 13 (Paid Time Off) – Union 8/23/04 proposal (See attached).
9. Article 14 (Holidays) – Union 8/23/04 proposal (See attached).
10. Article 17 (Retirement) – Union 8/23/04 proposal (See attached).
11. Article 20 (Insurance) – See City 10/27/04 proposal (See attached).
12. Article 22 (Compensation) – See City 10/27/04 proposal (See attached).
13. Article 26 (Savings Clause) – Union 8/23/04 proposal (See attached).
14. Article 27 (Management Rights) – Union 8/23/04 proposal (See attached).
15. Article 28 (Continuity of Services) – See City 10/27/04 proposal (See attached).
16. Article 34 (Term of Agreement) – See City 3/30/04 proposal (See attached).
17. Appendix B (Market Adjustment Methodology) -- City 10/27/04 proposal (See attached).
18. Appendix C (Memorandum of Agreement) –City 11/15/04 proposal (See attached).

ARTICLE 2 – DUES DEDUCTION

Section 1. All members of the bargaining unit who are members of the Union as of the effective date of the agreement or who subsequently voluntarily become members of the Union shall continue to maintain membership status in the Union during the term of the Agreement except as expressly modified below.

Section 2. The City will deduct Union dues from the wages of employees when so authorized and directed in writing by the employee. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Union prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 3. 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, social security number, mailing address, telephone number and position for which they were hired.

ARTICLE 7 - CALL BACK/STANDBY

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.

Section 2.

Whenever an employee is assigned standby duty on Saturdays, Sundays and recognized City holidays that are not part of the employee's regular workday or workweek, the employee shall be paid for all hours worked and an additional four (4) hours at the employee's regular hourly rate of pay for each twenty-four (24) hours of standby duty or two (2) hours at the employee's regular hourly rate of pay when assigned 12 hours of standby duty (outside of the employee's regularly scheduled work hours).

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. 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. 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 3. 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 twenty (20) 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 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 position 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), 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 shall be reimbursed up to \$100 per year for such boots upon presentation of a receipt.

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.

Section 2. PTO Accrual.

PTO accrual rates are determined by a regular employees' 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.

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 eight (8) hours of sick leave per month, 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 8.5 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. 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 9. On-the-Job Injury.

When an employee is absent from work because of an on-the-job injury, time off will not be charged to sick leave except as provided below. The employee may select one of the following options:

- a. The employee may elect to receive only his/her workers' compensation payments.
- b. The employee may voluntarily turn in their first and all subsequent worker's compensation payments and will, in turn, receive their regular gross wages, and the following will occur:
 1. Employees shall use available sick leave for integration with their workers' compensation payments in order to receive their regular gross wages. In this situation a check for full gross wage will only be received if the employee has available sick leave. Deduction to sick leave shall be proportional to the difference between the workers' compensation payments and regular gross wages.
 2. In the event an employee withholds any of his/her workers' compensation payments, compensation will fall into the integration of sick leave formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck, or any subsequent checks if there is not a sufficient amount in the next paycheck.

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 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 that is their regularly scheduled workday 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 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.

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 17 - RETIREMENT

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 employer'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 20 – INSURANCE

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, and vision insurance coverage for all regular full-time employees. 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 up to 87% of the premium cost of the PPO Plan option in place for each tier of coverage. 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. The City will also provide \$2,000 life insurance coverage for dependents.

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.

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 Transamerica 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 22 -- COMPENSATION

Section 1. Wage Scales. Effective upon execution of this Agreement, employees will be paid in accordance with the salary schedule attached as Appendix A to the Contract (rates in effect upon execution of this agreement).

Effective July 1, 2004, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2003, maximum 5%.

Effective July 1, 2005, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2004, maximum 5%.

Section 2. Salary Steps. All step increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. The City reserves the right to advance an employee in excess of one step for exceptional service during the review period.

Section 3. Unless otherwise prohibited by law, the anniversary date and performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 4. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 5. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 6. 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 7. 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 8. 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 9. The City agrees to conduct a classification and compensation analysis among competitive jurisdictions identified by the City. The City has budgeted 5% of base wages

in the 2004-05 budget and agrees to recommend that the budget committee include another 5% of base wages in the 2005-06 budget for the purpose of adjusting employee pay where the City determines wages have fallen outside of an acceptable range to competitive jurisdictions. Such adjustments will be pursuant to the methodology attached as Appendix B to this agreement.

ARTICLE 26 – 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 27 – 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 28 – 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. A violation of this provision shall be just cause for the City to discipline or discharge any employee involved in such activity.

ARTICLE 34 – TERM OF AGREEMENT

Section 1. This agreement shall be effective upon execution, and shall remain in full force and effect until June 30, 2006.

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

Union President

Ross Schultz
City Manager

Date

Date

Appendix B

Market Adjustment Methodology

1. List of competitive cities:

City of Tigard

City of Lake Oswego

City of Beaverton

City of Tualatin

City of Milwaukie

2. **Acceptable Range:** To be within five percent (5%) of the average median salary of competitive cities.

3. **Survey:** The survey will compare wages with appropriate adjustments for jurisdictions that do not pay for the employee portion of retirement contributions. Positions compared will be approximately 12 selected positions which represent the broadest complement of employee with positions that match other jurisdictions

4. **Implementation:** Wages will be adjusted within the 5% budget allotment following approval of such adjustments by City Council in January 2005. Approved adjustments for classifications will be applied to the 6th (median) step, and the remaining salary schedule for the classification shall be adjusted to maintain 2.5% between each step.

Memorandum of Agreement Between
City of Sherwood
and
American Federation of State, County and Municipal
Employees, Council 75, Local 1777

11/15/04

Effective upon execution of this Agreement, and subject to ratification by both the Union and the City of the tentative agreement reached on November 15, 2004, employees that have satisfactorily completed five years within a department will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

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

FOR THE CITY OF SHERWOOD

Union President

Ross Schultz
City Manager

Date

Date