



RESOLUTION 2019-044

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICERS ASSOCIATION RELATING TO THE U.S. SUPREME COURT DECISION IN JANUS V. AFSCME AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, as a result of the U.S. Supreme Court's ruling in *Janus v. AFSCME*, it was necessary for the City of Sherwood and the Sherwood Police Officers Association to negotiate regarding the impact of that decision on the collective bargaining agreement between the parties; and

WHEREAS, the City's labor attorney has negotiated a memorandum of understanding addressing those issues.

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

- Section 1.** The memorandum of understanding between the City of Sherwood and the Sherwood Police Officers Association, attached hereto as Exhibit A, is hereby approved.
- Section 2.** The Mayor is authorized to sign said memorandum of understanding.
- Section 3.** This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of May, 2019.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Sherwood and Sherwood Police Officers Association**

Article 8: Association Dues

Whereas, this Memorandum of Understanding is entered into by and between the City of Sherwood and the Sherwood Police Officers Association, who are parties to a collective bargaining.

Whereas, as a result of the US Supreme Court ruling *Janus v. AFSCME*, 2018, the parties have negotiated revised language in relation to Association dues deductions to be legally compliant with the ruling and to provide clear understanding of the terms and conditions of Article 8 of the collective bargaining agreement.

Now therefore, it is hereby agreed by and between the parties as follows:


1. Article 8 of the collective bargaining agreement is be modified as follows:

ARTICLE 8 – CHECK-OFF AND PAYMENT IN LIEU OF DUES

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

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, ~~social security number~~, mailing address, telephone number and position for which they were hired.

~~Section 3.~~ ~~Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) calendar days of becoming a regular employee, or who has joined within such time and withdrawn from membership after such thirty (30) calendar days, shall have deducted from their pay by the City a monthly service fee in the uniform amount of the payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rate basis solely to defray the cost for its service rendered in negotiating and administering this Agreement.~~ Deductions for dues Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.


T. L. Lee
4/12/19

~~Section 4. Any individual employee objecting to payment in lieu of dues based on bona fide tenets or teachings of a church or religious body of which such employee is a member is required to inform the City and the Association of their objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.~~

Section 4.5. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement. In the event that any part of Article 8 shall be declared invalid or that all or any portion of the dues must be refunded to any employee, the Association and its members shall be solely responsible for such reimbursement. In the event that any part of Article 8 shall be declared invalid or is contrary to law, the parties will re-open Article 8 for negotiations consistent with ORS 243.698.

3. Effective upon execution of this agreement, SPOA warrants to City that all City employees listed as SPOA members to date have affirmatively consented to payroll deduction of membership dues and payments.

4. Disputes of this agreement are governed by the grievance process contained in the collective bargaining agreements

5. This agreement is effective upon ratification by both parties. The parties also agree that "fair share" payments are no longer enforceable from the date of the Janus decision.

Effective upon ratification by the parties:

FOR THE ASSOCIATION:

Kris Asla
SPOA
DATE: _____

FOR THE CITY:

Keith Mays, Mayor
DATE: _____

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4/12/19
[Signature]