



RESOLUTION 2024-043

AUTHORIZING CITY MANAGER PRO TEM TO SIGN AN MOU WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1777 REGARDING WORKERS COMPENSATION

WHEREAS, the current AFSCME collective Bargaining Agreement was adopted and amended by Resolution 2024-017 on March 19, 2024; and

WHEREAS, the current City of Sherwood Employee Handbook 2024 was adopted previously in this Council Meeting by Resolution 2024-042; and

WHEREAS, the City desires that the Collective Bargaining Agreement between the City of Sherwood and AFSCME Local 1777 contains the same language regarding Workers Compensation as the new City of Sherwood Employee Handbook 2024; and

WHEREAS, Craig Sheldon, as City Manager Pro Tem has the authority and responsibilities of the City Manager; and

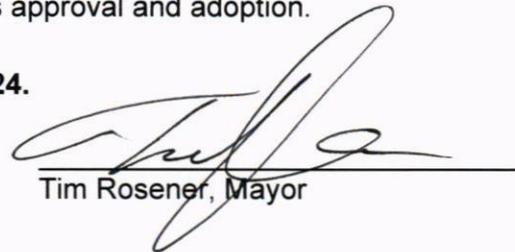
WHEREAS, the MOU and its contents will repeal and replace the language contained within the current Collective Bargaining Agreement, Article 13 – PAID TIME OFF, Section 11 On the Job Injury; and replace it with the language from the City of Sherwood Employee Handbook 2024, Section IV. Employee Benefits, Subsection C. Workers Compensation and Safety on the Job.

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

Section 1. The City Council authorizes the City Manager Pro Tem to sign an MOU, attached hereto as Exhibit A, with AFSCME Local 1777 to modify the Workers Compensation Language.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 18th of June 2024.



Tim Rosener, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SHERWOOD AND
AFSCME LOCAL 1777**

The City of Sherwood (City) and AFSCME Local 1777 (AFSCME) have reached the following agreement regarding Workers' Compensation and the Early Return-to-Work Program:

1. Article 13, Section 11 of the Collective Bargaining Agreement between City and AFSCME (CBA) is hereby amended by replacing existing Section 11 with the following:

Section 11. Worker's Compensation

A. Pay During Workers' Compensation Leave

1) During the First 120 days. If eligible for time loss due to an on-the-job injury or occupational illness and a worker's compensation accepted claim, the City shall issue a gross-up check each pay period in an amount which is the difference between any worker's compensation payments and the employee's regular gross wages, excluding overtime for that period covered by the compensation payments. Employees shall retain any time loss payment/checks received by the City's workers compensation provider. Employees may be required to provide Payroll with evidence of the workers compensation payment so that Payroll may calculate the gross-up check amount. The City will endeavor to process the gross up check as soon as operationally possible, however, depending on the date of the workers compensation payment, the gross up check may be paid in the following pay period.

The employee shall receive any general salary adjustments (COLA) and will be eligible for any salary step increase subject to satisfactory performance at the date of injury.

During the period of the first 120-days, the City will deduct the employee's insurance cost share premium contributions or the other required deductions through payroll deductions from any gross-up payments made to the employee each pay period.

During the first 120-day period, the employee will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS contribution is limited to the value paid by the city as the gross-up payment each pay period.

2) After 120 Days. Employees shall use available sick leave balances in order to gross-up and receive their regular gross wages. The employee's sick leave bank shall only be charged the difference between the employee's time loss payments/checks and their regular gross pay. If the employee's sick leave bank is depleted, the employee may elect to use available Comp Time or PTO to make up the difference. Employee medical benefits will continue for a maximum of 12 months and leave accruals will be calculated proportionately to the amount of leave used by the employee to supplement their wages.

- B. Early Return-to-Work Program. Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance

carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

2. Disputes of this agreement are governed by the grievance process contained in the collective bargaining agreement.
3. This agreement is subject to ratification by City Council and is effective upon execution thereafter, as of the date last set forth below.

City of Sherwood

AFSCME

Craig Sheldon, City Manager Pro Tem

Philip Smith, President

Date: _____

Date: _____