



COPY

Resolution No. 2001-983

A RESOLUTION TO AMEND RESOLUTION NO. 2001-976. TO RATIFY THE TENTATIVE AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICERS' ASSOCIATION; AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICERS' ASSOCIATION.

WHEREAS, the City of Sherwood and the Sherwood Police Officers' Association members met again to resolve issues which would bring the Association members more in line with the non-represented employees, and;

WHEREAS, the City of Sherwood and the Sherwood Police Officers' Association have tentatively agreed to a successor collective bargaining agreement, to be effective July 1, 2001 through June 30, 2004, and;

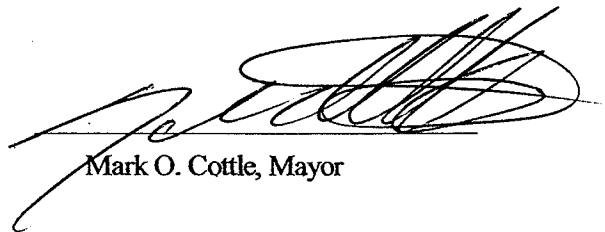
WHEREAS, the agreement was approved and ratified by the Sherwood Police Officers' Association on September 12, 2001 and is ready for adoption by Council.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1: The 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;

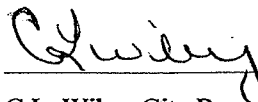
Section 2: The City Manager is hereby authorized to sign the successor collective bargaining agreement between the City of Sherwood and the Sherwood Police Officers Association.

Duly passed by the City Council on this 25th day of September 2001.



Mark O. Cottle, Mayor

Attest:



C.L. Wiley, City Recorder

TENTATIVE AGREEMENT SUMMARY

For a Successor Collective Bargaining Agreement Between

Sherwood Police Officers' Association and the City of Sherwood

Effective Date of Agreement: July 1, 2001 through June 30, 2004

The City and the Union tentatively agreed to a successor collective bargaining agreement, to be effective July 1, 2001 through June 30, 2004. The bargaining teams for the respective parties agreed to recommend the tentative agreement to their respective constituents for ratification. The Agreement entails continuation of current language except as otherwise indicated in the summary below.

Article	Agreement
Art 3 – Management Rights	Cleanup of language and change references from "past practice" to "status quo"
Art 6 – Continuation of Status Quo	Clean up of expedited bargaining procedures and change references from "past practice" to "status quo"
Art 7 – Association Business	Subject to Supervisory approval, allow investigation of grievances on working time by Officer and employee involved.
Art 9 – Discipline and Discharge	Eliminate definition of "just cause".
Art 10- Dispute Resolution Process	Expand arbitration list to nine arbitrators from which parties must select
Art 13 – Probationary Periods	Expand language to allow the City to extend the probationary period for employees who take a leave of absence for 30 days or longer, unless otherwise prohibited by law.
Art 14 – Seniority, Layoff and Recall	Clarify ambiguity in definition of seniority that order of layoff governed by classification seniority.
Art 15 – Hours of Work	Change reference from work "shift" to "schedule"

Hours of Work	
<p>Art. 16 - Overtime/</p> <p>Compensatory Time</p>	<p>Add language that employees may be subject to discipline up to and including discharge for unauthorized overtime work.</p> <p>Increase cap on compensatory time from 40 to 60 hours. Over 60 hours shall be paid at 1½ times regular rate of pay.</p> <p>Add language that City will not be obligated to schedule compensatory time off if the request requires the City to drop below minimum manning levels or if 7 days advance notice is not given except when employees are given next shift off pursuant to Art. 17, Sect. 9.</p>
<p>Art. 17 – Callback</p>	<p>Clean up language and reduce court call back threshold from 3 to 2 hours before beginning or after end of shift, to make consistent with regular call back</p>
<p>Art. 18 – Salaries</p>	<p>Effective July 1, 2001 wage freeze with City to pickup employee's 6 percent of PERS.</p> <p>Effective July 1, 2002 readjust the salary scale to build in 5% steps off of a top step level of \$3,850. The employee shall move to that step which is closest but higher without changing anniversary dates.</p> <p>Effective July 1, 2003 salaries subject to reopener.</p>
<p>Art. 19 – Premium Pay</p>	<p>Sect 19.1 – Effective July 1, 2002, separate education premium from DPSST certification premium as follows</p> <p>Intermediate: 1.5%</p> <p>Advanced: 3.0%</p> <p>AA: 2.5%</p> <p>BA: 5.0%</p> <p>(Employees eligible for one certification premium and one education premium with a maximum of 8%)</p> <p>Sect. 19.2 – Effective July 1, 2001 officers are eligible for additional premium compensation as follows.</p> <p>Field Training Officer: 5%</p> <p>Motorcycle Officer: 5%</p> <p>Detective: 5%</p>

	<p>School Resource/Juvenile Officer: 5%</p> <p>Canine/FLSA language: 5%</p> <p>Residency: 2.5%</p> <p>Spanish fluency: 2.5%</p> <p>Sect. 19.3 – Modify cap so that officers eligible for only one assignment premium, plus residency and Spanish fluency (combined total of 10 %)</p>
Art. 20 – Insurance	<p>Effective July 1, 2001 the City shall fully pay Plan 5A PPP (\$100/\$300 deductible).</p> <p>Effective July 1, 2002 the City's maximum monthly tiered contributions shall increase by 10% and the City will split any increases above 10%.</p> <p>Effective July 1, 2003 insurance subject to reopener</p>
Art. 32 – Savings Clause	<p>Add acknowledgement that the Agreement is non-restrictive as to the City's obligation to comply with ADA accommodation requirements.</p>
Art. 33 – Closure	<p>Delete redundant language already covered in Section 6.2.</p>
Art. 23 – Paid Time Off	<p>Disability PTO may be used for absences in excess of one day – revised from two days</p>
Art. 23 – Holidays	<p>Add Martin Luther King Jr. Day and Veterans Day</p>
Art. 29 – Miscellaneous	<p>Add YMCA reimbursement benefit (50% monthly dues based on adult resident rates)</p>