



## **RESOLUTION 2024-073**

### **AUTHORIZING THE CITY MANAGER TO SIGN A UNION CONTRACT WITH THE SHERWOOD POLICE SERGEANTS ASSOCIATION**

**WHEREAS**, HB4115 passed in February 2024 allows police sergeants right to form unions and engage in collective bargaining; and

**WHEREAS**, the Sherwood Police Department sergeants formed the Sherwood Police Sergeants' Association ("SPSA"); and

**WHEREAS**, the SPSA and City staff negotiated the terms of a union contract; and

**WHEREAS**, both parties recommend the authorization of the attached contract, marked as Exhibit A.

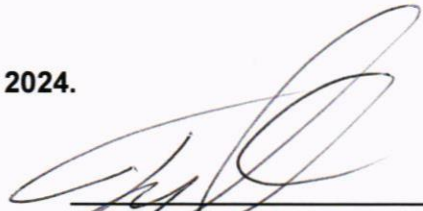
### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The Sherwood City Council hereby approves the proposed Sherwood Police Sergeants Association (SPSA) attached as Exhibit A.

**Section 2.** The Sherwood Police Sergeants Association (SPSA) Contract will take effect on January 1, 2025.

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

**Duly passed by the City Council 19<sup>th</sup> of November 2024.**

  
Tim Roseher, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
SHERWOOD POLICE SERGEANT'S  
ASSOCIATION  
AND THE  
CITY OF SHERWOOD**

**Expires: June 30, 2026**

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## **ARTICLE 1 – PREAMBLE**

Section 1. This Collective Bargaining Agreement (hereinafter “the Agreement”) is entered into between the City of Sherwood, Oregon (hereinafter “the City”) and the Sherwood Police Sergeant’s Association (hereinafter “the Association”) and sets forth the parties’ Agreement with regard to wages, hours, and other conditions of employee relations as defined by law. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **ARTICLE 2 – RECOGNITION**

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time sworn law enforcement Sergeants, including those who have accepted a work back agreement and those assigned as an interim Sergeant. This excludes employees represented by SPOA or any other bargaining unit, the Captains, the Chief, and confidential employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City’s proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within 14 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days consistent with ORS 243.698. The City is not precluded from filling the position at the posted wage rate; however, the City acknowledges the obligation to bargain in good faith.

If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board. The Association will provide at least 14 calendar days’ notice prior to filing a question of representation with the ERB.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

Section 1. The Association 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 Association 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 Police Department; determining standards and levels of service and methods of operation, including subcontracting, where Association 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 Association, 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 herein shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo which are mandatorily negotiable or impact a mandatory subject of bargaining.

#### **ARTICLE 4 – EMPLOYEE RIGHTS**

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 representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

#### **ARTICLE 5 – CONTINUITY OF SERVICES**

Section 1. During the term of this Agreement the Association'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 Police Department.

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

#### **ARTICLE 6 – CONTINUATION OF THE STATUS QUO**

Section 1. Standards of employment related to wages, hours, working conditions, and other employee relations matters as defined by law, that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below. The parties acknowledge



that this agreement contains the entire economic compensation package for members of the bargaining unit.

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 or the status quo as provided in Section 1 hereof.

Section 3. In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide an Association Executive Officer with written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. The parties agree to the provisions of ORS 243.698 should bargaining be required.

Union agrees to not initiate new economic proposals for midterm bargaining.

## **ARTICLE 7 – ASSOCIATION BUSINESS**

Section 1. Subject to supervisory approval, grievances may be investigated on working time of the Association Officer and the employee involved. The Association's President or Vice President, Sgt. at Arms, or Secretary/Treasurer, and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties. The City agrees to provide reasonable time on duty for designated representatives while engaged in association activities as defined by ORS 243.798 (A-G) unless such activities, in the City's judgement, interfere with or hamper the normal operations of the City. Association activities will be conducted in such a way so as not to unreasonably interfere with work responsibilities of the department or other employees, and reasonable advanced notice to a supervisor will be provided. An association member will not be eligible for contractual overtime while engaged in such time. Conflicts or disputes as to the reasonable use of time on duty will first be brought forth in labor management meetings, and if not resolved, will solely defer to the grievance process.

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting



members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3. The City shall allow up to three (3) bargaining unit members to attend contract negotiations, up to two of whom may attend during duty hours without loss of pay. One Sergeant shall be allowed to use flex time (if that Sergeant normally works a flexible schedule) or paid time off to attend bargaining sessions. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties.

Section 4. The City agrees to allow the Association to maintain the bulletin board already provided by the City for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5. On duty employees may attend Association meetings within the City limits no more often than quarterly and no longer than one (1) hour in duration but shall be subject to call. Sherwood Police Department facilities may be used for Association meetings on advance arrangements.

Section 6. The employer shall provide access to a copy machine for an Association member to print and provide sufficient copies of this Agreement for distribution to all Association members and all future Association members employed during the term of this Agreement.

Section 7. The City agrees to allow Executive Board members of the Association to attend up to a combined total of thirty-two (32) hours per fiscal year for training related to operational issues such as critical incident management and *Garrity* rights without experiencing a loss of pay. Requests for training under this Section shall be made in writing and subject to approval by the Chief of Police. Such approval shall not be unreasonably denied.

## **ARTICLE 8 – CHECKOFF 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, mailing address, telephone number and position for which they were hired.

Section 3. 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.

Section 4. 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.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

Section 1. Definition. Formal disciplinary actions for violations of rules or regulations shall include only the following: written reprimand, suspension or similar loss in pay imposed for sustained misconduct, demotion or dismissal. 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. For sworn law enforcement employees, all disciplinary actions imposed are subject to the just cause standards governed by ORS 243.808 through 243.812 and applicable law. 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.

Section 2. Counseling. Counseling is not discipline and may not be protested through the grievance process. Counseling is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Counseling documents, such as performance observation forms (aka "PO forms"), are not placed in an employee's personnel file, however, they may be maintained in the supervisory file and may be mentioned in the next yearly evaluation. Employees may provide a written rebuttal to the counseling within ten calendar days of the counseling. The rebuttal will be placed in the supervisory file attached to the counseling. Upon request, an employee may review and request copies of counseling documents in the employee's supervisory file. After the later of 12 months or the employee's next annual performance evaluation, the counseling will be considered stale if no further counseling or discipline has been imposed for similarly related conduct. Nothing herein prevents or prohibits command staff from discussing operational matters informally with employees.

Section 3. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association attorney during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

Section 4. Association Representation. In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative and/or Association Attorney during such procedures.

Section 5. Due Process. In the event the City is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal disciplinary action of an economic nature, the City will provide the following:

A. Definition.

For purposes of these procedures, "Formal Disciplinary Action of an Economic Nature" is defined as a dismissal, demotion, suspension without pay, or reduction in salary as imposed as a formal disciplinary action.

B. Advance Notice.

For any internal investigation which could result in discipline of an economic nature, the employee concerned shall be notified not less than twenty-four (24) hours prior to an investigatory interview of the employee except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association.

C. The Interview.

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.
2. Any interview of an employee normally shall be when they are on duty, unless the serious nature of the investigation dictates otherwise.
3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are



unknown to them and may have an Association or other representative present to witness the interview and assist them.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested.
5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or the employee may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned in accordance with state and federal law.
6. The employee may be required to answer any questions involving criminal or non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

D. Investigation Findings/Pre-Disciplinary Notice for Economic Sanctions.

If the City determines that discipline of an economic nature will be imposed, and prior to imposition of discipline of an economic nature, the City will provide the employee and Association written notice of disciplinary findings, policy violations or explanation of misconduct found including a range of the intended disciplinary action contemplated. If requested, the City will also provide a copy of the investigation to the Association Representative or Labor Attorney, subject to possible limitations on release. The written notice will also provide for notice of a pre-disciplinary (*Loudermill*) meeting for the employee to elect to attend. The employee shall have ten (10) days from receipt of the investigative summary to respond to the proposed discipline, either in writing or in person, as to why the proposed discipline would be inappropriate.

- E. Imposition of Discipline. Upon determination by the City that formal discipline is merited and consistent with the provisions of this Article, the City will provide the employee subject to discipline written notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings of misconduct and an explanation of the disciplinary sanction(s) imposed, and the employee will be furnished with a copy of all the reports of the investigation if so requested. Imposition of formal discipline will be placed in the employee's personnel file for a period of time consistent with other terms of this agreement.

## **ARTICLE 10 – DISPUTE RESOLUTION PROCESS - GRIEVANCES**

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 Association concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Association.

An individual employee who does not wish the Association's Executive Committee to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Association desire to adjust grievances informally. Therefore, 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 Association. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: Informal Step: To commence resolution of a grievance, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification shall be in writing and 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 Captain delegated authority by the City to deal with the specific problem or concern. The grievance shall state supporting facts and proposed solution(s). Upon notice of informal grievance, the supervisor will respond in writing (email ok) within 14 calendar days. If the action grieved involves a decision of the Chief or City Administration the grievance shall be filed at 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 or when the action grieved involves a decision of the Chief or City Administration:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Association shall submit the grievance in writing to the Chief, within 14 calendar days from the date the written summaries provided for in Section 2 above were exchanged or were due, not including the day of the reply. The Chief or their designee shall issue a response in writing within 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 Association shall present the grievance to the City Manager or their designee within 14 calendar days from the date of response from the Chief, or the date such response was due, not including the day of response. The City Manager or their designee shall attempt to resolve the grievance and report in writing the decision within 14 calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Mediation. The parties acknowledge the value of resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union will notify the City Manager of its desire to submit the grievance to mediation within 14 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from the date of 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 do not need to follow the mediation process and may move to Step 4.

Step 4: If the grievance is not settled at Step 3, the Association may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within 14 calendar days of the date the decision of the City Manager is received, not including the day of receipt. For grievances not involving discipline of a sworn Sergeant, 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. For grievances involving discipline of a Sergeant and within 14 calendar days from the written notice to the City of the Association's intent to arbitrate a grievance involving discipline of a Sergeant, the Association will request and select an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. 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. For grievances involving discipline imposed on a Sergeant, as defined in Article 9, the arbitrator is bound to the just cause standards defined in Article 9 and as set forth in ORS 243.808 through 243.812 and applicable 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, as determined by the Arbitrator, 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 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 first, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

Section 6. An authorized Association representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to their immediate supervisor.

Section 7. All formal disciplinary actions, as provided by Article 9.1, that are imposed upon an employee, may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

## **ARTICLE 11 – ASSIGNMENT**

Section 1. Shift and Vacation Bidding. Except in circumstances where it is necessary to distribute employees to meet the reasonable operating needs of the department (i.e. special assignments, unforeseen or emergency situations, training), employees assigned as Sergeant will be assigned to available shifts and days off based upon a bid process. Bidding of shift assignments and days off while assigned as Sergeant, will take place annually as follows: The City will post and announce Sergeant seniority shift and seniority vacation bidding by the 1<sup>st</sup> day of the month preceding the Shift and Vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA; The intent and purpose is for SPSA Sergeants to complete their shift and vacation bidding process by the end of the month prior to SPOA's commencement of bidding.

Sergeants will complete the shift and seniority vacation bid schedules by the last day of the month preceding the shift and vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA.

The City will publish the final shift and seniority vacation schedules by December 31. The schedules will be effective (February - May), (June – September), and (October – January) with the transition dates generally effective the first Sunday of the transitioning month.

Section 2. Shift bidding shall follow the following process:

- 1) Patrol Sergeants will bid for shifts beginning with the Sergeant with the most seniority as an acting Sergeant and thereafter proceeding in order of seniority until the number of rotating Sergeants is equal to the number of patrol slots that could be rotated into.



- 2) Patrol Sergeants will be assigned a 4-10's schedule (4 consecutive 10 hour shifts in a week)
- 3) Administrative Sergeants will be assigned a 4-10's schedule in which the majority of hours are between 0800-1500
- 4) Patrol Sergeants may trade shift assignments with another willing Sergeant, subject to approval by the Chief or their designee

Section 3. If an officer within SPOA is asked by the Chief, or their designee, to serve as an interim Patrol Sergeant, the Officer will serve in the position previously bid on by the vacating Patrol Sergeant. Should a bid for shift and vacation bidding schedule occur during the time of interim service, this interim Patrol Sergeant will retain their rights in SPOA for shift and vacation bid scheduling. The returning Patrol Sergeant retains their rights for shift and vacation bidding within the SPSA.

Section 4. A Patrol Sergeant asked by the Chief, or their designee, to work out of class, at a rank above Sergeant, shall retain all rights for shift and vacation bidding within the SPSA.

Section 5. During primary vacation bidding Sergeants will be allowed to bid for a maximum of 4 weeks (160 hours) for primary vacation. 2 weeks of this must be in 40 hour blocks and 2 weeks may be individual days.

## **ARTICLE 12 – PERFORMANCE EVALUATIONS**

Section 1. Regular non-probationary employees will be evaluated annually and shall receive a copy of their annual evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a written evaluation after working twelve (12) months, upon completion of the probationary period. Unless otherwise prohibited by law, if an employee's anniversary date or yearly performance evaluation falls during a leave without pay period of thirty (30) calendar days or longer, the anniversary date and performance evaluation 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 2. Any employee who is dissatisfied with an evaluation may provide a rebuttal to the Police Chief within 14 days of receipt, and the Police Chief will afford the employee an opportunity to meet with the employee to discuss the rebuttal. (bargaining note: evaluations are not subject to grievance).

Section 3. Step Advancements: Periodic salary increases are established in Appendix "A" and are based upon receipt of a satisfactory performance evaluation as indicated in an employee's written performance evaluation. Employees promoted to Sergeant from SPOA will be placed at the Step nearest to, but not less than, their previous hourly base pay including certification, education, assignment incentives, minus the percentage of any certification incentive that they will be eligible



for immediately upon hire within the Sgt classification.

All Employees are eligible for advancement to the next step in the matrix upon each anniversary following placement at Step 2 or above and based upon receipt of a satisfactory performance evaluation. Employees who do not receive a satisfactory performance evaluation will be placed on a work performance improvement plan for 90 days from their anniversary date. The City will provide the employee guidance regarding expectations. If after the 90-day review, the employee meets expectations, the employee is eligible for their step advancement from that point forward. If the employee does not meet expectations during the 90-day period, the employee is not eligible for advancement until the next anniversary date. At such time the, the employee may then file a grievance concerning the denial of a step increase as a result of an evaluation of less than satisfactory performance which may be initiated at Step 2 (Chief of Police).

### **ARTICLE 13 – PROBATIONARY PERIODS**

Section 1. All new Sergeant hires with the Police Department shall be tentative and subject to a probationary period of twelve (12) consecutive months' service. Promotional and lateral appointments shall be subject to the same probationary period for twelve (12) months. The probationary period is intended to provide an extended period of observation of new Sergeants and may be extended at the discretion of the Chief of Police. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of 14 calendar days or longer excluding approved PTO, Comp Time, Sabbatical, or other exceptional reason authorized by the Chief of Police, the employee's probationary period shall be extended by the length of the absence from the position for the purposes of providing adequate observation.

Section 2. During the twelve (12) month probationary period, an internally promoted Sergeant may be demoted or request a demotion and be returned to Officer status, provided a Patrol Officer vacancy is available. They will return to SPOA seniority consistent with their years of service at the Sherwood Police Department, according to the agreement with SPOA, without appeal under the grievance procedure. The demoted Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Section 3. 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. Formal notification of completion of the initial twelve (12) month probationary period will be sent to Personnel.

### **ARTICLE 14 – SENIORITY, LAYOFF AND RECALL**

Section 1. Seniority within SPSA shall begin on the date of promotion or assignment to Sergeant and will be honored upon completion of the employee's probationary period of Twelve (12) months. Seniority shall be determinative with respect to leave scheduling, requests for other leave time off, and selection of shifts and days off pursuant to Article 11, Section 2. For these purposes, seniority shall be defined as time served within the bargaining unit. The seniority of two (2) or more employees employed on the same date shall be determined by a drawn lot.



Section 2. 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, or is retired.

Section 3. If the City should reduce its workforce, layoff shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

Section 4. A Sergeant notified of layoff may either accept the layoff or elect to displace the least senior employee within SPOA, as long as the bumping employee is fully qualified to perform all aspects of the officer's job. The laid off Sergeant will return to SPOA seniority consistent with their years of service at the Sherwood Police Department. The laid off Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty- four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have seven (7) calendar days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within seventeen (17) calendar days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of reinstatement to one's former classification shall constitute voluntary termination, and such employee shall lose their layoff status privileges and their seniority.

## **ARTICLE 15 – HOURS OF WORK**

Section 1. Workweek and Workday. The regular City workweek is a period of one hundred sixty-eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular Sergeant workday consists of a work shift of ten (10) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or their designee and shall be posted in advance of the shift bid described in (Article 11, Section 1). The City reserves the right to modify any posted work schedule whenever such modifications are in



the best business interest of the City.

- A. A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- B. Administrative Sergeants will typically be assigned a 4-10's schedule in which the majority of hours are between 0800-1500. Based on operational needs of the department, the chief, or designee, shall give a minimum of seven (7) days-notice that the Administrative Sergeant will be changed to a 5-8 schedule. It is allowable to be less than seven (7) days-notice if mutually agreed upon.
- C. The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the City on less than seven (7) days' notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees are required to maintain and provide to the City a telephone number so they can be contacted when not on shift. Employees are expected to make a good faith and reasonable effort to answer calls from the City. Approved remote work or phone calls for compensable work for 'On-Call Sergeants' will be paid at the rate of \$150.00 per month (Article 19/Section 4) with the exception of when an employee is unable to be on call as a result of an absence exceeding 30 days.

## **ARTICLE 16 – OVERTIME/COMPENSATORY TIME**

Section 1. Overtime/Compensatory time calculated at time and one-half the employee's regular rate shall be paid for authorized work in excess of one or more of the following conditions: A. ten (10) hours per workday if on a 4-10 schedule or eight (8) hours per workday if a 5-8 schedule; B.



Forty (40) hours in a workweek; or C. Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 5. Overtime and Comp time shall be calculated to the nearest quarter  $\frac{1}{4}$  hour.

Section 2. Overtime and Comp calculation: For determining a 40-hour workweek for the purposes of overtime and comp time, the use of authorized accrued leaves are included in the 40-hour calculation. Compensatory time shall be earned at one and one-half ( $1\frac{1}{2}$ ) times the hours worked but shall not exceed a maximum "bank" of seventy (70) hours.

Section 3. Captains, and the Chief of Police are authorized to require or authorize overtime by employees. Employees may be subject to discipline for working unauthorized overtime.

Section 4. Assignment of Overtime for Sergeants when the City has knowledge of a need to cover certain hours at least 7 calendar days in advance, the City will assign officers to cover those hours. SPOA will have first right of refusal for the posted hours requiring coverage until the period 5 days before the needed shift coverage. Sergeants are eligible to volunteer for overtime during the period 5 days before the needed shift coverage. Sergeants are not required to be part of a force-in list due to cover patrol minimums. Sergeants cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

Section 5.

- (1) Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the City to drop below minimum manning levels or if the City does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off pursuant to Article 17, Section 8.
- (2) Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. Shift Trades: Subject to approval by the Chief of Police, Sergeants may trade a regularly assigned shift for another Sergeant shift, as long as the employees work the same number of hours in the same workweek. Trades are limited to be taken with the pay period (14 days).



## ARTICLE 17 – CALLBACK

Section 1. Court Appearances: Employees who are required to report for work at Circuit Court, including Municipal Court, outside their regular shift or on their day off will be paid a minimum of four (4) hours at one and one-half (1 ½) times their regular rate. In the event a scheduled court appearance is within 2 hours of ending a scheduled shift, the employees shift will be extended until released from court. Overtime will be paid consistent with this agreement.

Section 2. (1) In all other instances, other than a court appearance, when employees are required to report for work outside their regular shift or on their days off, they will be paid a minimum of three (3) hours overtime. This provision does not apply if the employee is called in 2 hours or less before a scheduled shift; such time is paid for actual hours worked at one and one-half times their regular rate. This provision also does not apply to, trades, voluntary overtime or changes in work schedules as allowed by this agreement. (2) An employee who has received notice of a court appearance, shall confirm the court appearance at least sometime after the close of business on the day prior to the court appearance. Unless provided two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17.

Section 3. Any employee required to appear for a court appearance less than two (2) hours after the end of their regular shift shall be compensated at the rate of time and one-half of the time elapsed between: A. The reporting time and the beginning of the regular shift, or B. The end of the regular shift and the time the employee is released from court, whichever is applicable.

Section 4. For purposes of this article, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sherwood.

Section 5. For purposes of this policy, reporting time for such appearances is deemed to be one half (½) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or his designee.

Section 6. More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 7. Employees who callback under Article 17, shall not be required to do work beyond the completion of a specific callback or court appearance. Minimum three (3) hour callback pay does not apply for remote work (for example: work from home) or phone calls off duty. Approved remote work or phone calls for compensable work for "On-Call" Sergeants will be paid at the rate of \$150.00 per month (Article 15 / Section 6).

Section 8. Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee should advise a Captain when they reasonably believe their shift will extend beyond sixteen unless to do so is not feasible. If the safety release time will extend into the employee's next regularly scheduled shift, the employee will be paid for those hours by the city. If the safety release time will extend more than halfway through the employee's next



shift, the employee may opt to use accrued leave for the remaining duration of this shift.

Section 9. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Sherwood Finance Department.

## ARTICLE 18 – SALARIES

### Section 1.

Effective July 1, 2024, the wage scale will be as set forth in Appendix A. (Appendix A)

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817

Effective July 1, 2025, the wage scale will be as set forth in Appendix A, increased by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2024, with a minimum of 2.0% and maximum of 4.5%, by applying the percentage increase to the first step and maintaining % between steps.

Section 2. Pay periods. The pay period for bargaining unit members is every 14 days accounting for generally 26 pay periods per year.

Section 3. Working out-of-class pay. A Sergeant asked by the Chief, or his or her designee, to work in an acting role at a rank above Sergeant shall be paid 5% of base hourly rate for hours worked.

## ARTICLE 19 – PREMIUM PAY

Section 1. Effective January 1, 2025, Sergeants shall receive additional compensation for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards & Training as follows:

Advanced certificate                      **8%** of base hourly rate

Supervisory certificate                      **12.0%** of base hourly rate

(Premium pay shall be computed based upon the employee's base salary rate and shall be a maximum of 12.0%).

Section 2. Sergeants shall receive additional compensation for the following:

Residency within Sherwood City Limits      **2.5%\***

\*Paid each pay period

Section 3. Sergeants shall receive the highest payment of any one of the following language skills.

Fluency in speaking Spanish language.<sup>1</sup>      \$250 per month\*

Fluency in American Sign language or  
any foreign language, other than Spanish,  
that is determined by the Chief to be  
operationally relevant.<sup>2</sup>      \$125 per month\*

\*Paid in the 2<sup>nd</sup> pay period of each month

(Payment for language skill payments are not cumulative).

Section 4. On call Sergeant (Article 15/Section 6)      \$150 per month\*

\*Paid in the 2<sup>nd</sup> pay period of each month. Excludes months when a sergeant is on long-term leave or sabbatical.

Section 5. Longevity Pay. Upon receiving a satisfactory performance evaluation after their fourth (4th) year at Step 7 employees will receive "Longevity Pay" which is included in Appendix A.

**ARTICLE 20 – INSURANCE**

Section 1. The City will provide group medical, dental, vision, and life insurance programs for all regular fulltime employees according to each program's eligibility requirements. The City will pay 90% of the PPO Plan group medical, dental, vision premium cost for regular full-employees and their dependents. The City or insuring agency reserves the discretion to change plans or carriers subject to providing comparable benefit coverage. In the event comparable coverage is no longer available at the same or lessor overall cost, the parties will meet and confer to discuss alternatives. Resolution of disputes regarding providing comparable plans or alternative plans will be limited to the grievance process. Employees electing alternative plan options made available by the City may apply these contribution amounts toward 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. Effective January 1, 2025, the City will contribute \$50 per pay period to each employee's individual HRA/VEBA account. Employees will pay \$50 per pay period to their individual account through payroll deductions. 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

Collective Bargaining Agreement between the  
City of Sherwood and SPSA  
Expires June 30, 2026



accidental death and dismemberment for each regular, full-time employee at one and one-half (1½) times the employee's annual salary, \$150,000 maximum.

Section 3. The City shall provide a program of long-term disability insurance for all bargaining unit members at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for the 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. Employees are responsible for any contributions.

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 21 – TORT CLAIMS LIABILITY**

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

## **ARTICLE 22 – RETIREMENT**

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) for all eligible employees as provided for under the rules and regulations of that system. The City shall pay the cost of the employee's contribution to PERS (PERS pickup), not to be deducted from salary, consistent with PERS statutes, rules and regulations.

## **ARTICLE 23 – PAID LEAVES**

Section 1. 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 employee's length in continuous service as full-time Sworn Law Enforcement. A break in continuous service is a break of 180 days or more. Full-time employees shall accrue PTO each pay period at the following rate:

<b>Years of Continuous Service</b>	<b>Per Pay Period</b>	<b>Yearly Accrual Rate</b>	<b>Maximum Accrual</b>
<b>Less Than 3 years</b>	<b>5.23 hours</b>	<b>136 hours</b>	<b>204 hours</b>
<b>Greater Than 3 years</b>	<b>5.85 hours</b>	<b>152 hours</b>	<b>228 hours</b>
<b>Greater Than 6 years</b>	<b>6.46 hours</b>	<b>168 hours</b>	<b>252 hours</b>
<b>Greater Than 9 years</b>	<b>7.08 hours</b>	<b>184 hours</b>	<b>276 hours</b>
<b>Greater Than 12 years</b>	<b>7.69 hours</b>	<b>200 hours</b>	<b>300 hours</b>
<b>Greater Than 15 years</b>	<b>8.31 hours</b>	<b>216 hours</b>	<b>324 hours</b>

Part-time employees shall accrue PTO at a prorated rate of full-time employees.

**Section 3. HOLIDAYS** The City and SPSA shall observe the following holidays on the dates indicated:

- New Year's Day – January 1
- Martin Luther King Jr. Day – Third Monday in January
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4
- Labor Day – First Monday in September
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday Following Thanksgiving – Fourth Friday in November
- Christmas Day – December 25

Exceptions: If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

- A) Holiday Pay – SPSA members shall receive holiday pay commensurate with their regularly scheduled number of hours, at their regular rate of pay for each observed Holiday listed above in Article 23 Section 3.
- B) An SPSA member may elect to work on an observed holiday upon approval of the Captain or Chief. If that holiday is worked, they will be compensated for hours worked at the regular hourly rate up to 10 total hours, only hours worked in excess of their regularly scheduled number of hours per day, on the approved holiday will be paid at the overtime rate and classed as hours worked for the purposes of calculating overtime (Article 16). If the member works on an observed holiday, they will still receive Holiday Pay as defined above



(Article 23 Section 3 A). Based on operational needs, the Chief may force-in a Sergeant for supervisory coverage of a Holiday. The Chief and the Association will make every effort to avoid the need for a force-in holiday.

Section 4. Sick Leave Accrual. In addition to PTO accrual in Section 2 above, the City shall provide eligible employees with paid sick leave in accordance with Oregon's Sick Leave Law. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period (every two weeks). Sick leave runs concurrently with Oregon Family Leave Act, Federal Family and Medical Leave and other leave when allowed by law. An employee begins to accrue paid sick leave on the first day of employment. Paid sick leave may not be used in excess of what has accrued. Part time employees are prorated consistent with applicable law.

Section 5. Maximum Accrual. PTO benefits are accrued to a maximum of one and a half (1 ½) times the employee's annual accrual rate. Employees will not accrue or be paid for any PTO in excess of one and a half (1 ½) times the employees' annual accrual rate. However, the City may approve temporary accruals and carry-overs of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and workload requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Sick Leave, as provided by Section 3, will be accrued in a separate bank and employees will not accrue or be paid any Sick Leave in excess of seven hundred twenty (720) hours.

Section 6. Procedure for Use of PTO.

- A. Requests for time off submitted at the time of shift bid shall be granted within each classification on a seniority basis. Such requests may not exceed four weeks per shift bid per employee. Of those four weeks, up to two weeks may be taken in daily increments, with the remainder being taken only on a full workweek basis.
- B. A PTO leave request, except in emergency situations, should be made in writing to the section captain at least one (1) week in advance. The section captain shall respond with approval or denial within one (1) week of receipt of the request. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- 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.
- D. Employees will be compensated through the regular payroll process when using accrued paid leaves. Accrued paid leaves cannot exceed 40 hours per work week. Employees must indicate in writing the number of PTO and Sick Leave hours for which paid accrual is requested to be used.

Section 7. Compensation of Unused PTO Leave



- A. Upon separation of employment: Employees with at least 180 days employment in their classification shall be paid in one (1) lump sum for any accrued but unused PTO only upon layoff, resignation, or dismissal.
- B. Upon written request by an employee and written approval by the City Manager, an employee shall be allowed to convert a block of up to eighty (80) hours of accrued PTO time into cash at the employee's then-current rate of pay once per fiscal year. To be eligible for the cash-out, the employee must have already taken at least eighty (80) hours of PTO within the past twelve (12) month period. Employees will be required to maintain a balance of a minimum of eighty (80) hours of accrued PTO, after cash-out, to be eligible for cash-out under this policy. The cash out process may take up to 2 pay periods to process and accrual caps will not be increased to allow for the processing time. Employees should plan accordingly. The City Manager will approve or deny any such PTO cash-outs in writing and may disallow or reduce the requested cash-out based on the ability of City finances to absorb the cost

Section 8. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 9. 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.

#### Section 10. Sabbatical

- A. Eligibility: Full time employees with 60 months of DPPST service with the Department or prior Oregon agency is eligible for a Sabbatical Leave. For lateral Sergeants, the Sergeant must have successfully completed their probationary period and have at least 48 months of certified experience in Oregon. Eligible employees may have no more than one sabbatical within any three-year period, unless otherwise approved by the Chief of Police.
- B. Request: Employees may submit a request to take Sabbatical leave after service in sworn law enforcement of 5 years and then upon completion of each subsequent anniversary ending in 5-year increments. The Chief retains the sole discretion to schedule Sabbatical leave order and succession. Requests should be made by memorandum to the Patrol Captain during the period of primary bidding. The Chief retains the sole discretion to schedule leaves based on operational need. Such discretion is not subject to grievance.
- C. Length of Sabbatical Leave: Full time employees work a regular schedule of 40 hours a week. Sabbatical leave is intended to cover about four (4) weeks off taken in the equivalent of 30 consecutive calendar days off and 160 hours of regular scheduled paid time.



D. Compensation: During the period of the Sabbatical leave, an employee must use 80 hours of accrued PTO or Compensatory time. The City will provide paid administrative leave of 80 hours, for a total time off of 160 consecutive hours. Employees accrue paid leaves under the CBA as if in paid status.

E. Leave rules

- a. The leave period is intended to be 30 consecutive calendar days off. Based on schedule, an employees' normal "weekend" day may apply at the beginning and/or end of the scheduled sabbatical leave period, resulting in more than an actual 30 days off.
- b. The 30-day period may not be extended by seeking to use additional PTO or compensatory time. In extraordinary circumstances and at the sole discretion of the Chief, a request for a longer period may be considered. The decision of the Chief is final and not subject to grievance.
- c. In the event an employee seeks to use sick leave that qualifies under FMLA, OFLA or other state law during the Sabbatical leave period, the timelines and applicable laws will be reviewed with Human Resources and the employee. If applicable, the city may set aside 80 hours of the employee's PTO or Compensatory time to ensure the employee has enough to cover their portion of the leave.
- d. Employees on Sabbatical leave will not engage in ANY work duties while on leave, with the exception of attendance to a court matter by subpoena. The Department will make all efforts to notify the Courts about leave schedules and unavailability. The employee is not eligible for any overtime work, off duty work, or related, unless otherwise approved by the Chief. During the leave period, employees should not be checking work email, engaged in work conversations, or attending police facilities absent social gatherings. This provision is not intended to impede any rights when engaged in Union activities.
- e. Operational Exception: The City intends to make every effort to not disrupt an employee while on Sabbatical Leave, however as a last resort and based on operational need, the City may require an employee to return to work. If the return to work exceeds 72hours, the duration of the Sabbatical Leave will be reviewed for extension. If an employee is required to appear for Court while on Sabbatical Leave, the employee will be paid time and one-half.
- f. Notification of sabbatical eligibility must be made by memorandum to the Patrol Captain or designee during the primary bidding process.
- g. Sabbaticals will be scheduled, after primary bidding is complete for SPSA and SPOA.



## **ARTICLE 24 –LEAVES WITHOUT PAY**

Section 1. Bereavement Leave. Bereavement leave shall be granted in accordance with state law and City policy for immediate family. Employees shall be required to use accrued PTO, vacation and sick leave before taking any unpaid bereavement leave.

“Immediate family” for purposes of this section is defined by state law.

Section 2. Emergency Leave for a Sibling. When a death or serious illness occurs for an employee's sibling, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave first and then from the employee's PTO, if necessary. Emergency leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. Use of such leave is concurrent with any applicable leave under OFLA.

Section 3. Military Leave. Military leave shall be granted in accordance with state and federal law and City Policy.

Section 4. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter within the employee's scope of employment or on behalf of the City, the employee shall be granted leave with pay. Compensation received from the Court or a third party (excluding travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 5. Family Medical Leave. Family medical leave shall be granted in accordance with state and federal law, and City policy.

### Section 6. Leave Without Pay.

- A. Generally. Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to 90 days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.
- B. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such a 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 Police Chief and referred to the City Manager with the Police Chief'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.

- C. Return to Work. Unless otherwise approved by the Police Chief or his/her designee after giving due consideration to extenuating circumstances, failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment with the City. Employees on leave without pay may return to work early, provided notice is given to the Police Chief at least five (5) regular City workdays in advance.
- D. Benefits. PTO and Sick Leave are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by law, though the employee may elect to personally continue such coverage as provided under the terms of such policies through COBRA. At the City Manager's discretion, an employee may be required to use any earned but unused PTO and holiday benefits before a leave without pay is granted. If an employee is on approved FMLA or OFLA Leave, during leave without pay, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on unpaid FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in benefit plans.
- E. Return from Leave without Pay. 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.
- F. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued PTO and Disability PTO 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 determination of a health care provider, the certificate shall, if possible, be from the health care provider who previously examined the employee.

Section 7. Administration of Leave Requests. The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A. Eligibility for Leave. Regular full or part-time employees will become eligible for leave without pay under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.
- B. Notice of Leave. Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable,



notice of such leave must be provided as soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave.

- C. Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) days of the City's request for such certification. In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) working days before returning to work.
- D. Benefit Status During Leave. Unless otherwise indicated, leaves under this article are unpaid. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.  
For employees on a family medical leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the City reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.
- E. Calculation Period. The 12-month period during which leave is available (also referred to as the "one-year calculation period") will be based on a calendar year beginning January 1 and ending December 31 of that same year.
- F. Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, they will be entitled to be reinstated to an available equivalent position. Employees must promptly



return to work when the circumstances which necessitate their leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement. With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.

- G. Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.

## **ARTICLE 25 – UNIFORMS**

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall reimburse the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for court attire as needed. The City shall provide Sergeants with a footwear reimbursement in the amount of three-hundred (\$300) - Receipts are required. Furthermore, the City shall provide a reimbursement of up to three-hundred (\$300) every two (2) years for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion. Proper maintenance of the appearance of footwear is the responsibility of the Sergeant.

Section 2. Subject to approval by the Police Chief, an employee may be authorized to substitute personal equipment for the equipment furnished by the City. However, the City shall not be responsible for an employee's personal property if loss or damage occurs in the line of duty when City furnished equipment is available.

Section 3. Employees assigned Administrative Sergeant shall receive an annual clothing reimbursement of up to seven -hundred dollars (\$700) for the receipted purchase of clothing for work. Administrative Sergeant shall be expected to maintain an appearance appropriate to their assignment, as determined by the Chief of Police.

## **ARTICLE 26 – TRAINING**

Section 1. Mandatory Training. When an employee is assigned to attend a training activity, the following shall apply:

- A. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.



- B. All mileage and per diem shall be reimbursed in accordance with this agreement.
- C. All authorized time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Employee Requested Training. Employees may request to attend training determined to be related to their position. In the event the training is approved, the employee will be assigned to attend the training, and the City may adjust the employee's schedule to attend the training in efforts to minimize overtime obligations. Assigned training is subject to expenses as provided in section 1 above.

Section 3. The City shall provide an opportunity for each Sergeant to receive all training hours required by DPSST for the maintenance of the employee's certificate. Such training shall be considered mandatory training.

## **ARTICLE 27 – BUSINESS TRAVEL**

Section 1. Mileage Reimbursement. Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

Section 2. Expenses. An employee traveling on authorized City business (excluding Association business and training under Article 7, Section 7) shall receive per diem for meals (according to the applicable GSA rate) and mileage (according to the applicable IRS rate). Lodging and airfare will be paid for by the City.

## **ARTICLE 28 – OUTSIDE EMPLOYMENT**

Employees wishing to engage in off-duty employment with another employer must obtain the approval of the Chief of Police and the City Manager. Such approval shall not be unreasonably withheld.

## **ARTICLE 29 – MISCELLANEOUS**

Section 1. General and Special Orders. Policies and orders in effect are available to all employees online. The City will provide the Association with all additional policies and orders promulgated during the term of this agreement.

Section 2. Use of Force Situations. The parties agree that the Washington County Use of Deadly Physical Force by a Police Officer Plan has been approved by the City Council and that it will control situations to which it applies. The parties further agree that the Plan provides for an administrative protocol to be followed in the event of use of deadly physical force by a police officer and that any alleged violations of the Plan by the City will be handled in accordance with the Plan and/or SB 111, and will not be subject to the grievance procedure.



Employees involved in the use of deadly force, as defined by the Sherwood Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement; however, the Sergeant shall be required to provide immediate, on-scene information such as the status of the incident and the location of a suspect. All employees involved in the use of deadly force or a traumatic incident, as determined by the Chief of Police or the Association, shall be required to meet with a mental health professional at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the mental health professional the employee wants to visit from a list of licensed mental health professional mutually agreed upon between the City and the Association. The employee shall notify the City of their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/ patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

### **ARTICLE 30 – PERSONNEL FILES**

Section 1. Content. Personnel records maintained on Police Department employees may include, but are not necessarily limited to, a list of the positions held, and compensation received, performance evaluations, and special commendations or awards relating to job performance, notes regarding any disciplinary action(s) and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or designee. All employees, including those on leave without pay status, are required to keep the City informed of their current home address at all times.

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee, unless otherwise permitted by law. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager, City Attorney or the Director of Human Resources.

Section 3. Response to Disciplinary Material Placed in Personnel File. An employee may respond in writing, within (30) calendar days, to any information in such document with which the employee disagrees, and such response shall 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 4. Removal from File. Upon written request by an employee, all letters of warning and



reprimands will be removed from an Association member's personnel files 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 applicable retention period. For sworn law enforcement employees, personnel files will be maintained at a minimum of 10 years post-employment consistent with applicable law. *(note: Removal from file does not preclude continued record keeping for civil purposes or for purposes of proving notice of rule)*

#### **ARTICLE 31 – FUNDING CLAUSE**

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

#### **ARTICLE 32 – SAVINGS CLAUSE**

Section 1. The parties agree to abide by ORS 243.702.

#### **ARTICLE 33 – CLOSURE**

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Association 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 the Sherwood Police Sergeant's Association 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 Sherwood Police Sergeant's Association where mutually agreeable.

### 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, 2026, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. The parties agree to initiate successor bargaining by March 1<sup>st</sup> of the expiring year.

**FOR THE SHERWOOD POLICE  
SERGEANTS ASSOCIATION**

**FOR THE CITY OF  
SHERWOOD**

\_\_\_\_\_  
Association President

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX A – WAGE SCHEDULE

Effective July 1, 2024

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817