# COLLECTIVE BARGAINING AGREEMENT
# BETWEEN
# SHERWOOD POLICE OFFICERS' ASSOCIATION
# AND THE
# CITY OF SHERWOOD

**Expires: June 30, 2017**

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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 Officers' 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 officers excluding the chief, sergeants, supervisors 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 ten (10) 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. 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.

## 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 oral and written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing and orally 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.

## 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 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.

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 officer shall be allowed to use flex time (if that officer 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 – CHECK-OFF AND PAYMENT IN LIEU OF DUES

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

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

Section 3. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) calendar days of becoming a regular employee, or who has joined within such time and withdrawn from membership after such thirty (30) calendar days, shall have deducted from their pay by the City a monthly service fee in the uniform amount of the payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rate basis solely to defray the cost for its service rendered in negotiating and administering this Agreement. 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. Any individual employee objecting to payment in lieu of dues based on bona fide tenets or teachings of a church or religious body of which such employee is a member is required to inform the City and the Association of their objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of

money equivalent to the above-mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

Section 5. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement.

## ARTICLE 9 – DISCIPLINE AND DISCHARGE

Section 1. Definition. Disciplinary action or measures for violations of rules or regulations shall include only the following: oral reprimand, written reprimand, suspension, reduction in pay/deprivation of privileges or benefits, 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. 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. 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 3. 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. The parties mutually agree to the "Internal Investigation Procedures" attached hereto as Appendix B and incorporated herein.

## ARTICLE 10 – DISPUTE RESOLUTION PROCESS

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 -- 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: 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 Sergeant or Captain delegated authority by the City to deal with the specific problem or concern. The grievance shall state supporting facts and proposed solution(s). If the action grieved is that 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 ten (10) 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 his/her designee shall issue a response in writing within ten (10) 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 his/her designee within ten (10) 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 his/her designee shall attempt to resolve the grievance and report in writing the decision within ten (10) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

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 fifteen (15) calendar days of the date the decision of the City Manager is received, not including the day of receipt. 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.

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. 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. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party 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.

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 his/her immediate supervisor.

Section 7. All disciplinary action imposed upon an employee, except oral reprimands, 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. Vacancies for a full time specialty assignment that are to be filled on other than a temporary (six (6) months or more) basis shall be published for at least ten (10) working days prior to filling. Employees wishing to be considered for such

posted positions shall submit the application materials required of all applicants. All applicants will continue to retain current status and seniority as an employee of the City.

Section 2. 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 to Patrol will be assigned to available shifts and days off based upon a bid process. Bidding of shift assignments and days off while assigned to Patrol, will take place annually as follows:

- The City will post shift and seniority vacation bid schedules by November 1;
- Employees will complete the shift and seniority vacation bid schedules by November 30; and
- The City will publish the final shift and seniority vacation schedules by December 31. The schedules will be effective February 1 – July 31 and August 1 – January 31. Bidding priority will be by seniority.

Employees may remain on a shift for up to two (2) years, after which they will rotate to another shift for at least six (6) months. An employee who is required to rotate to another shift may only bump the least-senior employee on another shift regardless of the shift that employee is working, and the employee who is bumped shall be assigned the shift and days off of the employee who is required to rotate to another shift. An exception to the requirement to rotate to a different shift after two (2) years may occur if an officer is able to find another officer who is willing to trade shifts and the trade is approved by the Chief or his/her designee.

Notwithstanding the terms of this Section, the City shall have the sole and exclusive right to designate a "bumpable slot" on any shift for an employee during that employee's last six (6) months of the probationary period (and any extension of the probationary period), and assign that employee to work any shift regardless of any employee's seniority. The City's assignment of an employee to the "bumpable slot" shall not be subject to the bidding procedure in this Section. The employee who is bumped will be assigned to the shift and days off of the probationary employee for the duration of the probationary period of the probationary employee.

## 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 formal daily

evaluations while assigned to a training officer; they also will receive a written evaluation after working twelve (12) months, and prior to completion of the probationary period. Formal notification of completion of the initial eighteen (18) month probationary period will be sent to Personnel.

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 appeal that evaluation to the Chief of Police within fourteen (14) days after receipt of the evaluation.

Section 3. 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.

Officers hired at entry level will be placed at the Step 1 Police Officer rate within the salary matrix established in Appendix A and will be eligible to advance to the Step 2 Police Officer rate after one (1) year of employment with the City. Officers hired as laterals shall be placed at the step commensurate with their prior law enforcement experience as determined in the sole discretion of the Chief of Police.

All officers 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. A grievance concerning the denial of a step increase as a result of an evaluation of less than satisfactory performance may be pursued through Step 3 of Article 10.

## ARTICLE 13 – PROBATIONARY PERIODS

Section 1. All original appointments shall be tentative and subject to a probationary period of eighteen (18) consecutive months' service. Promotional appointments shall be subject to a probationary period for twelve (12) months. During the first six (6) months of the initial probationary period of a newly hired sworn law enforcement officer, the employee shall not be eligible for Paid Time Off or sick leave benefits, but they shall earn Paid Time Off or sick leave credits to be taken at a later date. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of thirty (30) calendar days or longer, the employee's probationary period shall be extended by the length of the absence from the position.

Section 2. 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.

Section 3. During the initial probationary period of a new hire, an employee may be terminated at any time without appeal under the grievance procedure.

## ARTICLE 14 – SENIORITY, LAYOFF AND RECALL

Section 1. Seniority shall be achieved following completion of the employee's probationary period of eighteen (18) 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 7. 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. The City shall post a seniority list as of January 1 and July 1 each year and provide a copy of the list to the Association on those dates.

Section 4. If the City should reduce its work force, 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 5. An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification with a lower pay range as long as the bumping employee has greater seniority as defined in Section 1 and is fully qualified to perform all aspects of the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the rate for the job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

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 five (5) days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within fifteen (15) 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 City workday consists of a work shift of eight (8) or ten (10) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or his/her designee and shall be posted in advance of the shift bid described in Article 11, Section 2. 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 "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

B. 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.

C. The parties agree that Detectives and SROs shall normally work a flexible schedule. Employees working flexible schedules, with their supervisor's approval, shall schedule their hours and days of work in order to meet community and operational (criminal activity) needs, based on a forty (40) hour workweek. If the City elects to discontinue the flexible schedule, it shall provide the employee with at least seven (7) days' advance notice.

D. 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.

## ARTICLE 16 – OVERTIME/COMPENSATORY TIME

Section 1. In cases where the City needs persons to work an extra shift, it shall attempt to assign such shift first among those willing to work the extra shift on a voluntary basis. When known in advance, the City will post an extra shift sign-up sheet which will identify the opportunity and whether the assignment requires special skills, knowledge or abilities. In the event no one is willing to work the extra shift on a voluntary basis, the extra shift will be assigned in inverse order of seniority to those possessing the necessary skill, knowledge and abilities to perform the overtime assignment. The City will provide the Association with a list by January 1 and July 1 of each year illustrating the overtime distribution to members of the bargaining unit.

Section 2. Time and one-half the employee's regular rate shall be paid for authorized work in excess of:

A. Eight (8) hours per workday if a 5-8 schedule, ten (10) hours per workday if a 4-10 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 shall be calculated to the nearest quarter hour.

Detectives and SROs shall receive overtime only for authorized work in excess of forty (40) hours in a workweek if they are working a flexible schedule.

Section 3. Sergeants, Captains, and the Chief of Police are the only employees authorized to require or authorize overtime by employees. No premium pay will be paid for unauthorized overtime work and employees may be subject to discipline, up to and including discharge.

A. The City will assign officers to cover hours with less than 72 hours advance notice in the following order:

1. Officers working on a shift that needs to be covered or scheduled for the next shift will be asked to cover the necessary hours on a voluntary basis. Officers cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

2. If officers working on a shift that needs to be covered or scheduled for the next shift cannot cover the required shift hours the City will use the "force in" list to cover the necessary hours.

   The City will use a rotating "force in list." beginning with the least senior officer. An officer who has been "forced in" will then be placed at the bottom of the "force in list." The City will post the "force in list" periodically. Detectives shall not be placed on the "force in list".

   The City will attempt to avoid "forcing in" any officer for a shift when the officer has scheduled vacation or comp time, including their regular scheduled days off immediately before and after their scheduled vacation or comp time.

B. The City will assign officers to cover hours with at least 72 hours advance notice in the following order:

1. Available hours will be posted in the briefing room. Officers can sign up to work the available hours. Officers cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

2. If a shift goes unassigned, the City shall follow the procedures set forth in Article 16. Section 3. A.

Section 4. An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1 1/2) times the overtime hours worked but shall not exceed a maximum of seventy (70) hours. Accrued compensatory time in excess of seventy (70) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

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 9.

(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. For the purposes of Articles 16, 17 and 18 of this Agreement and calculating overtime, all paid leave shall not count as hours worked.

Section 7. Subject to approval by the Chief of Police, a Captain, or a Sergeant, employees may trade a regularly assigned shift for another shift, as long as the employees work the same number of hours in the same workweek.

## ARTICLE 17 – CALLBACK

Section 1. Employees who report for their regular shifts shall be compensated for a minimum of four (4) hours of work or pay unless given advance notice not to report. Employees who are required to report for work at Circuit Court outside their regular shift or on their day off will be paid a minimum of four (4) at one and one-half (1 1/2) times their regular rate unless the callback is within two (2) hours of their regular shift, in which event the employee will be compensated for the actual hours worked at one and one-half (1 1/2) times their regular rate. In all other instances 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.

Section 2. (1) Any employee required to report for court appearance more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's regular shift, shall be compensated for a minimum of three (3) hours of work at the rate of time and one-half.

(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.

(3) When an employee has complied with Article 17 §2(2), unless an employee is given two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17 §2(1).

Section 3. Any employee required to appear for a court appearance less than two (2) hours after the end of his 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 policy, 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 (1/2) 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 are on off-duty status, shall not be required to do work beyond the completion of a specific callback or court appearance.

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 shall advise an on-duty Supervisor or Officer-in-Charge as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen hour threshold, unless to do so is not feasible. Notwithstanding the terms of Article 23, Section 6(C), if the safety release time will extend into the

employee's next regularly scheduled shift, the employee may use accrued leave or unpaid leave to cover the period of absence from that shift. The use of accrued leave shall not count as hours worked for purposes of Articles 16, 17 and 18 of this Agreement and calculating overtime. If the employee does not have sufficient accrued leave, the employee may use unpaid leave. If the safety release time will extend more than half-way through the employee's next shift, the employee may opt to use such accrued leave for the entire shift.

*Detectives and SRO Exemption.* Because Detectives and SROs normally work a flexible schedule, they shall not be subject to this provision. However, unit supervisors will continuously monitor Detectives and SROs for fatigue related safety issues in the spirit of this provision.

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, 2014, the salary scale will be as set forth in Appendix A reflecting a 1.4% cost of living adjustment.

Section 2. Effective the first full payroll period in July 2015, increase the wage scale across the board (by applying percentage increase to first step and maintaining 5% between steps), by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2014, maximum 5%.

Section 3. Shift differential pay will be paid at the rate of seventy-five cents ($.75) per hour, in addition to the employee's regular rate of pay, for employees working the graveyard shift. The graveyard shift is defined as any shift in which the majority of hours worked are between midnight and 6 am. It is understood that this shift differential shall only be paid when an employee is actually working the graveyard shift. Any work performed by a graveyard shift employee on day shift or swing shift shall not include the shift differential.

## ARTICLE 19 – PREMIUM PAY

Section 1. Officers shall receive additional compensation for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards and Training and for the highest level of education the employee has received through a two (2) or four (4) year accredited college or university as follows:

| | |
|---|---|
| Intermediate certificate | 2.5% |

| | |
|---|---|
| Advanced certificate | 5.0% |
| AA degree | 2.5% |
| BA degree | 5.0% |

Section 2. Officers are eligible for additional premium compensation as outlined below:

| | |
|---|---|
| Assignment to Detectives | 5.0% |
| Assignment to Field Training Officer [1] | 5.0% |
| Assignment to Motorcycle Officer[2] | 5.0% |
| Assignment to Officer-in-Charge[3] | 5.0% |
| Residency within Sherwood City Limits | $125 per month |
| Fluency in speaking Spanish language[4] | $250 per month |
| Assignment to School Resource Officer | 5.0% |
| Assignment to K9 Officer (under FLSA standards) | 5.0% |

Certification pay shall be computed based upon the employee's base salary. All such premiums outlined in Sections 1 and 2 above are intended to compensate the employee for FLSA purposes for any additional time that may be necessary in performing the assignment. All work performed for the assignment beyond the regular shift must be approved by the Chief or his/her designee and properly recorded by the officer performing the assignment.

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[1] The premium for Field Training Officer will be available to the officer assigned to a trainee while the officer is actually working as the Field Training Officer with the trainee.

[2]The premium for Motorcycle Officer will be available to officers for the duration of the assignment. The parties agree that commuting to work on the motorcycle does not constitute "hours of work" and if allowed, is purely for the benefit of the Motorcycle Officer.

[3] The premium for Officer-in-Charge will be available to officers for the duration of the assignment, but not in increments of less than a full hour.

[4] An employee shall be eligible to receive the Spanish language premium if he/she provides the Department with mutually satisfactory proof, subject to retest at City discretion, that they are fluent in speaking the Spanish language.

Section 3. In no instance will an officer be entitled to receive combined premiums in excess of 15% for those premiums set forth in Sections 1 and 2 above, excluding the Officer-in-Charge, speaking Spanish language and Residency within Sherwood City Limits premiums. For purposes of Section 2, only 5% may be based on a full time job assignment, excluding the Officer-in-Charge premium. The premiums set forth in this Article shall be the only premiums for which officers will be eligible during the term of this agreement.

Section 4. Senior Officer Pay. Upon their tenth ($10^{th}$) anniversary with the City or completion of fifteen (15) years of full-time law enforcement experience, Officers will receive a two percent (2%) increase on their annual base salary. Officers must receive a satisfactory performance evaluation annually to be eligible for Senior Officer Pay.

Section 5. All full time job assignments under Section 2 above, excluding the Officer-in-Charge, shall start at the beginning of a pay period and terminate at the end of a pay period. All premiums, excluding the Officer-in-Charge premium, shall not be paid for any full time job assignment under Section 2 above that is less than an entire pay period.

## ARTICLE 20 – INSURANCE

Section 1. Effective January 1, 2015, the City will provide group medical, dental, vision, and life insurance programs for all regular full-time 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 time employees and their dependents. 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. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full time employee at one and one-half (1 ½) times the employee's annual salary, $75,000 maximum. The City will also provide $2,000 life insurance coverage for dependents.

Section 3. 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.

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).

For employees not eligible to participate in PERS, the City shall participate in the Oregon Public Service Retirement Plan (OPSRP) and pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program.

## ARTICLE 23 – PAID TIME OFF

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. The Paid Time Off (PTO) Program is a consolidation of, and in lieu of, sick leave, paid holidays and vacation leave.

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee's length of continuous service with the City. Full-time employees shall accrue PTO each pay period at the following rate:

| Years of Continuous Service | Accrual Rate per Pay Period<br><br>(two weeks) | Yearly Accrual Rate |
|---|---|---|
| <3 years | 7.38 hours | 192 hours |
| =>3 years | 8.00 hours | 208 hours |
| =>6 years | 8.62 hours | 224 hours |
| =>9 years | 9.23 hours | 240 hours |
| =>12 years | 9.85 hours | 256 hours |
| =>15 years | 10.46 hours | 272 hours |

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

Section 3. Sick Leave Accrual. In addition to PTO accrual in Section 2 above, full-time employees shall accrue an additional twelve (12) days of Sick Leave per year which may only be used for absences resulting from injury or illness in excess of one (1) day or emergency leave as outlined in Article 28, Section 1, unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access Sick Leave accrual immediately. Part-time employees shall accrue Sick Leave at a prorated rate of full-time employees.

Section 4. Probationary Employees. PTO and Sick Leave accrued during the first six (6) months of continuous service shall not be credited as earned PTO and Sick Leave until the employee completes the first six (6) months of continuous service.

Section 5. Maximum Accrual. PTO and Sick Leave benefits which are earned may be accrued to a maximum of one times the employee's annual accrual rate. Employees will not accrue or be paid for any PTO or Sick Leave in excess of one 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 work load requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Sick Leave 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 on a seniority basis. Such requests may not exceed three weeks per shift bid per employee. Of those three weeks, up to one week may be taken in daily increments, with the remainder being taken only on a full workweek basis.

B. To schedule vacations or days off other than for illness or injury, and other than requests submitted at shift bid an employee must submit a written request to the immediate supervisor at least one (1) week in advance. All such requests will be granted on a "first come, first served" basis, after all shift bid requests have been scheduled. If two or more time off requests are received at the same time, then resolution of the conflicting time off requests shall be based on seniority. A PTO leave request, except in emergency situations, should be made at least one (1) week in advance. The immediate supervisor 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 must indicate in writing the number of PTO and Sick Leave hours for which payment is requested. The combined total of hours worked and paid leave, such as PTO and Sick Leave cannot exceed forty (40) hours in a workweek.

Section 7. CashOut. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO only upon layoff, resignation, or dismissal, unless the employee fails to provide the required notice, if any. In addition, between October 1 and 30, and April 1 and 30, of each calendar year during the term of this Agreement a regular City employee may request in writing a "cashout" of up to eighty (80) hours of PTO each calendar year. The City must approve any such PTO "cash-outs" in writing, and may disallow or reduce the "cash-out" based on the ability of City finances to absorb the costs of such. Employees will not be entitled to cash out Sick Leave at any time. Approval of such requests for PTO "cashout" shall not be unreasonably withheld. Any PTO "cashout" under this Section will be paid as part of the second payroll check in November and May of each year during the term of this Agreement.

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. An employee who is required to work during any of the holidays listed below shall be paid at one and one-half times the employee's regular rate of pay for work performed on such holiday and two and one quarter (2.25) their regular rate of pay if the employee works holiday overtime (defined as hours in excess of the employee's regularly-scheduled shift that occurs during the 24-hour period from 12:00 a.m. to 11:59 p.m. on the following holidays):

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| Memorial Day | Last Monday in May |
| 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 |

Section 10. When an employee is absent from work because of an on-the-job injury, time off will not be charged to Sick Leave except as provided below. The employee may select one of the following options:

A. The employee may elect to receive only his/her workers' compensation payments.

B. The employee may voluntarily turn in his/her first and all subsequent workers' compensation payments and will, in turn, receive his/her regular gross wages and benefits, and the following will occur:

(1) Employees shall use available Sick Leave for integration with their workers' compensation payments in order to receive their regular gross wages. In this situation a check for full gross wages will only be received if the employee has available Sick Leave. Deduction to sick leave shall be proportional to the difference between the workers' compensation payments and regular gross wages.

(2) In the event an employee withholds any of his/her workers' compensation payments, compensation will fall into the integration of Sick Leave formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next pay check, or any subsequent checks if there is not a sufficient amount in the next pay check.

## ARTICLE 24 – OTHER LEAVES

Section 1. Bereavement Leave. Bereavement leave shall be granted in accordance with state law and City policy. 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 as spouse, registered same-sex domestic partner, children, grandchildren, parents, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law, or any relative residing in the employee's immediate household.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law and City Policy.

Section 3. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter which is not personal to the employee, the employee shall be granted leave with pay. Compensation received (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 4. Family Medical Leave. Family medical leave shall be granted in accordance with state and federal law, and City policy.

Section 5. 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 one hundred eighty (180) 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 Disability PTO 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, though the employee may elect to personally continue such coverage as provided under the terms of such policies. At the City Manager's discretion, an employee may be required to use any earned but unused vacation and holiday benefits before a leave without pay is granted.

E. Re-employment. 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. Provided, however, if the employee's anniversary date of employment fell during a leave without pay period, the employee's anniversary date shall be extended until the employee has returned to work and completed as many days of continuous employment as the length of leave without pay period.

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 6. 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 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 and the availability of other family members to provide care.

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. However, employees on an unpaid family medical leave shall be entitled to use accrued vacation, sick

leave, and compensatory leave, but shall not be required to do so. 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. Twelve (12) Month Period. Generally, the twelve (12) month period during which family medical leave is available will start with the first day of the first leave taken by the employee. A second twelve (12) month period will commence with the first day of the first leave taken by the employee following the initial twelve (12) month period and so forth.

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, he or she 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 make restitution to 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 detectives' court attire as needed.

The City shall provide newly hired officers with a footwear allowance in the amount of two-hundred dollars ($200). Furthermore, the City shall provide a reimbursement of up to two-hundred dollars ($200) 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 officer.

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 as a regular detective shall receive an annual clothing allowance of up to seven -hundred dollars ($700) for the receipted purchase of clothing for work. Detectives 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:

1. 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.

2. All mileage and per diem shall be reimbursed in accordance with this agreement.

3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Voluntary Training. Training to which an employee is not specifically assigned pursuant to Section 1 above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

Section 3. The City shall provide an opportunity for each employee 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 his/her personal vehicle in performance of official City duties, he/she 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. The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this agreement and shall 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 officer 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 Policy or the Association, shall be required to meet with a psychologist/counselor, at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the psychologist/counselor he/she wants to visit from a list of licensed psychologists/counselors mutually agreed upon between the City and the Association. The employee shall notify the City of his/her choice. Debriefing by a chaplain is not considered counseling by a licensed psychologist/counselor. 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.

Section 3. Written Record of Complaint. It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against them (by persons in or outside of the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be furnished a copy of said signed complaint.

Section 4. Fitness Incentive. The City has implemented a fitness incentive for any officer who passes ORPAT. The parties have agreed to the parameters of the program to implement this incentive, which are provided in Appendix C.

## 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) or other counseling sessions, and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or his/her 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. 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 or the Director of Finance.

Section 3. Response to Disciplinary Material. A copy of any written disciplinary document placed in an employee's personnel file which the employee has not already received shall be furnished to the employee within seven (7) calendar days after it is placed in the personnel file. The 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 Association member's personnel files at the time prescribed by OAR 166-200-0090(6) and (7), unless other similar discipline has been received by the employee within the applicable period.

## 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. Should any portion of this Agreement or supplement thereto be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court, and to bring it into conformance. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

## 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 Officers' 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 Officers' 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, 2017, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1, 2016, that it wishes to modify the Agreement.

**FOR THE SHERWOOD POLICE OFFICERS' ASSOCIATION**

Randy Johnson
Association President

10/28/14
Date

Association Vice-President

10/28/14
Date

**FOR THE CITY OF SHERWOOD**

Joseph Gall
City Manager

10/30/2014
Date

Tom Pessemeir
Assistant City Manager

10-30-2014
Date

# APPENDIX A

## EFFECTIVE July 1, 2014*:

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| $4,410 | $4,630 | 4,862 | 5,105 | 5,360 | 5,628 | | | | | |

***For employees who were employed with the City upon execution of this Agreement.**

## APPENDIX B

## INTERNAL INVESTIGATION PROCEDURES

## INVOLVING DISCIPLINE OF AN ECONOMIC NATURE

A. Definition.

For purposes of these procedures, "Discipline of an Economic Nature" is defined as a suspension, reduction in pay or benefits, demotion or dismissal.

B. Advance Notice.

Prior to 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 before the interview or such time as written reports are required, 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 him/her 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 he/she is 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 him/her, and may have an Association or other representative present to witness the interview and assist him/her.

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. Interviews exceeding two (2) hours shall be continued only by mutual consent.

5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or he/she may record the interview himself/herself at his/her 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.

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:

If the City determines that discipline of an economic nature will be imposed, the employee will be furnished with a copy of all the reports of the investigation. 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."

## APPENDIX C

Relating to Article 29 section 4 of the Collective Bargaining Agreement

Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive was established beginning July 1, 2011. Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police or his/her designee, and will allow for make-up tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done twice each fiscal year and on duty. Employees will be paid for the actual time spent participating in the ORPAT testing, up to a maximum of ninety (90) minutes. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

Between July 1, 2014 and June 30, 2015, those Employees who successfully complete the ORPAT as prescribed below will receive the associated fitness incentive (All times listed are in minutes):

| **Completion Time** | **Fitness Incentive** |
|---|---|
| 4:00 or less | $850.00 |
| 4:01 through 4:45 | $700.00 |
| 4:46 through 5:30 | $500.00 |
| 5:31 through 6:15 | $350.00 |
| 6:16 through 7:00 | $200.00 |

Effective July 1, 2015, those Employees who successfully complete the ORPAT as prescribed below will receive the associated fitness incentive (All times listed are in minutes):

| Completion Time | Fitness Incentive First Testing | Fitness Incentive Second Testing |
|---|---|---|
| 4:00 or less | $425 | $425 |
| 4:01 through 4:45 | $350 | $350 |
| 4:46 through 5:30 | $250 | $250 |
| 5:31 through 6:15 | $175 | $175 |
| 6:16 through 7:00 | $100 | $100 |

The parties recognize that the City will include payment of any earned fitness incentive in a regular payroll check, and will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deductions.

If an Employee fails to pass the ORPAT, he/she must wait for the next annual opportunity.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police, or his/her designee.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who participate but do not satisfactorily complete the ORPAT as defined-in this agreement, will not be negatively impacted.