

**Memorandum of Understanding
between
The City of Sherwood
and
The Sherwood Police Officers Association

Sabbatical Leave Program Pilot**

The City of Sherwood (the City) and the Sherwood Police Officers Association (the Association) seek to engage in a pilot program to address a wellness opportunities for law enforcement personnel by providing a Sabbatical Leave program.


The parties agree as follows:

- 1) Wellness programs for law enforcement employees is recognized as beneficial to the sustainability and good health for career personnel. Sabbatical Leave is intended to give a clear break in work duties for an extended period of time in efforts to maintain overall long-term wellness. This Sabbatical leave is meant for a 30 day (160 hour) continuous paid leave of absence for which during this period, the employee is relieved of all work duties subject to the provisions below.
- 2) Eligibility: Full time employees with 60 months of DPPST service with the Department or prior Oregon agency is eligible for a Sabbatical Leave. For laterals, the officer must be have successfully completed their probationary period and have at least 48 months of certified experience in Oregon. For non-sworn full-time employees, an employee is eligible after 60 months of service with Sherwood PD.
- 3) Request: Employees may submit a request to take Sabbatical leave with at least 12 months advance notice. The Chief retains the sole discretion to schedule Sabbatical leave order and succession. Due to the newness of this benefit, the parties acknowledge a transition period is needed to apply it to all eligible employees. Sabbatical scheduling will likely occur with shift bidding and seniority vacation schedule, and the Chief retains the sole discretion to schedule leaves based on operational leave. Such discretion is not subject to grievance.
- 4) 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.

- 5) 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.
- 6) 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.
 - 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 72 hours, 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.
- 7) The parties acknowledge this is a pilot program. This MOU is non-precedent setting and sunsets upon expiration of the respective collective bargaining agreement with no further bargaining obligation. Neither party is precluded from negotiating new terms and conditions in successor bargaining.

- 8) This agreement is valid upon ratification of the CBA and this MOU by the respective parties.
- 9) Disputes arising from this agreement will defer solely to the grievance process of the CBA without alternative remedy.

**FOR THE SHERWOOD POLICE
OFFICERS' ASSOCIATION**




Corey Jentzsch
Association President

1-03-2023

Date

**FOR THE CITY OF
SHERWOOD**



Keith Campbell
City Manager

1-3-2023

Date